Soundtrack Recording Agreement

This is an agreement between a production company and a musical artist for the development of a musical composition associated with a motion picture film. This agreement can be customized to include whether the musical artist will receive royalty payments for the composition. This document contains numerous standard provisions that are commonly included in these types of agreements and may be customized to fit the specific needs of the contracting parties. This agreement can be used by production companies or musical artists that want to enter into an agreement for the production of a musical composition for a motion picture soundtrack

**SOUND TRACK RECORDING AGREEMENT**

THIS SOUND TRACK RECORDING AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( the "Company") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Artist”);

In consideration of the mutual covenants made herein, Company and Artist hereby agree as follows:

**1. DESCRIPTION OF SERVICES:** Company hereby employs the Artist to render vocal and/or musical services to record in connection with a master sound recording (the "Master") embodying the musical composition entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Composition"), for possible inclusion in the theatrical motion picture tentatively entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Picture"), and in a soundtrack album (the "Album") and any other compact disks, digital download files, or phonograph records to be derived therefrom (collectively, the “Media”).

**2. ACCEPTANCE:** The Artist hereby accepts such engagement and agrees that he shall in good faith, during the term of his engagement, fully cooperate with the Company. Artist shall render such services upon the terms and conditions set forth herein and in accordance with a production schedule to be established by Company in its sole discretion.

**3. TERM AND TERMINATION:** The term of this Agreement shall commence as of the Effective Date and shall continue thereafter until such time as Artist has fully rendered all of Artist's services contemplated by this Agreement and the services have been accepted by the Company.

In the event that either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within 30 days, the non-breaching party shall have the right to terminate this Agreement without further notice.

**4. COMPENSATION:** Provided Artist fully renders all vocal and/or musical services, Company shall pay:

**[*choose one*]**

An amount equal to the minimum scale amount specified for Artist's recording services hereunder in any applicable union collective bargaining agreements. The provisions of any applicable union collective bargaining contract between Company and any labor organization which are required by the terms of such contract has to be included in this Agreement and shall be deemed incorporated herein. Payment should be made on the date of the full completion of all of Artist's services hereunder.

 Company intends to contract with a record distribution company or companies (the “Distributors”) for distribution of the Master, under which Company will be entitled to receive royalties or license fees (collectively referred to as the “Royalties”). Such Royalties shall include any compensation received by Company, or promised to Company, which directly or indirectly results from the use or other exploitation of the Recording or the Media The Royalties will be used to satisfy all costs incurred by the Company to record, produce, market and distribute the Master. Under no circumstances will the Artist be liable where the Royalties are insufficient to satisfy such costs. Any Royalties remaining will be allocated and distributed between the Company and the Artist, in the following proportion:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_% to the Company; and
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% to the Artist.

Royalties should be paid by Company to Artist within 15 days of receipt of the royalties.

**5. ROYALTY ACCOUNTING: *[applicable only if the option royalty compensation is chosen]*** The Company will have the right to collect all gross income from the Distributors. Company has to provide timely, detailed semi-annual reports to the Artist showing all revenues received and all expenses incurred.

**6. RIGHT OF INSPECTION:** At any time during the term of this Agreement, upon prior written notice to Company of at least seven (7) days, Artist or his/her designated representative shall be permitted unrestricted access to the books and records of Company for inspection and photocopying by Artist or Artist's designated representative. Such books and records shall include, but shall not be limited to, any documents or records which evidence the receipt or disbursements of Royalties. Company shall maintain such books and records at its principal office.

**7. OWNERSHIP:**

(a) All results and proceeds of Artist's services hereunder shall constitute a "work-made-for-hire" (as such term is defined in the United States Copyright Act of 1976). Company shall own the Master, together with the performances embodied thereon and all copyrights therein and thereto, and all the results and proceeds of Artist's services hereunder throughout the universe in perpetuity, free of any and all claims by Artist or any person, corporation or other entity deriving any rights from Artist.

(b) Company shall have the exclusive, perpetual and worldwide right, but not the obligation, to use and perform the Master, and the results and proceeds of Artist's services hereunder:

(i) in synchronization with the Picture and any other audio-visual works for exploitation in any and all media now known or hereafter devised, and in advertisements, in-context and out-of-context, trailers, "music videos" and other promotional and ancillary uses of the Picture or such other audio-visual work; and

(ii) to manufacture, sell, distribute and advertise the Album and any other Media embodying the Master by any methods and in any configurations now known or hereafter devised; for the release of same under any trademarks, trade names or label; to perform the Recording and any other Media derived therefrom publicly; and to commit to public performance thereof by radio and/or television, or by any other media now known or hereafter devised.

(c) Artist hereby grants to Company the irrevocable worldwide right, in perpetuity, to use and permit others to use Artist's name, voice, approved photograph, likeness and biographical material concerning Artist in connection with the Picture, Master, Album and any other phonograph records derived therefrom and any promotions and advertisements thereof.

**8. RE-RECORDING:** Company shall have the right to re-record, edit, mix and re-mix, dub and re-dub the Master in Company's sole discretion, and nothing contained herein shall be construed to obligate Company to employ Artist in connection with same.

**9. EXCLUSIVITY:** For the Term of this Agreement, the Artist will provide services as a recording artist exclusively for the Company and the Artist will not provide services as a recording artist for any other entity whatsoever.

**10. CREDITS:** On the condition that Artist renders all services contracted hereunder, Artist shall be entitled to screen credit on a single card in the end titles (if other production credits appear in the end titles) of the Picture. The type, size, shape, color, placement, duration and all other characteristics of the credit shall be at Company's sole and absolute discretion. Without limiting the generality of the foregoing, such credit may be shared with and/or adjacent to credits relating to other contributors to the Master and/or the Composition. No casual or inadvertent failure by Company or any failure by a third party to comply with the provisions of this Clause shall constitute a breach of this Agreement.

**11. WARRANTIES:** Artist hereby warrants and represents that:

(a) It has the full right, power and authority to enter into this Agreement and to grant all rights granted herein. It is not under nor will it be under, any disability, restriction or prohibition with respect to its rights to fully perform in accordance with the terms and conditions of this Agreement, and there shall be no liens, claims or other interests which may interfere with, impair or be in derogation of the rights granted herein;

(b) The Master shall be freely available for use by Company throughout the world including, without limitation, in theaters, free and pay television, in home video devices, and in radio, television and theatrical trailers, without further payment by Company, except as set forth herein;

 (c) Neither the Master, nor the Composition nor any other material supplied by Artist will violate or infringe upon any common law or statutory right of any person, firm or corporation including, without limitation, contractual rights, copyrights, and rights of privacy.

**12. INDEMNITY:** Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

**13. RELEASE:** Artist waives as against the Company the benefits of any and all moral rights and agrees not to assert any moral rights against the Company relating to the Master. Artist hereby releases and discharges Company, its employees, agents, licensees, successors and assigns from any and all claims, demands or cause of actions that it may have or may later have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or trademark, or violation of any other right arising out of or relating to any utilization of the rights granted herein.

**14. INDEPENDENT CONTRACTOR:** In the performance of its obligations under this Agreement, the Artist shall be deemed an independent contractor. Nothing in this Agreement is intended or shall be construed to create with Company an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow Company to exercise control or direction over the manner or method by which Artist performs the services which are the subject matter of this Agreement.

**15. EQUITABLE RELIEF:** The services performed by Artist hereunder and the rights hereunder granted are of a special, unique, extraordinary and unusual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated for in damages in an action of law, and that any default by Artist will cause Company irreparable injury and damage. In addition to any other rights and relief offered under this Agreement, the Company shall be entitled to seek injunctive and other equitable relief, in the event of any default by Artist.

**16. REMEDIES FOR BREACH:** Artist’s rights and remedies in the event of a breach or alleged breach of this Agreement by Company shall be limited to Artist's right, only, to recover damages in an action at law and in no event shall Artist be entitled by reason of any such breach or alleged breach to enjoin, restrain, or to seek to enjoin or restrain, the distribution or other exploitation of the Picture, Album, Media, or other work which may embody the Master. This Agreement shall not be deemed to give any right or remedy to any third party whatsoever unless the right or remedy is specifically granted by the parties hereto in writing to the third party.

**17. ASSIGNMENT:** Company shall have the right to assign any of Company's rights hereunder, in whole or in part, to any person, firm or corporation including, without limitation, any distributor or sub-distributor of the Picture, Album or other Media derived therefrom, or other work which may embody the Master. Artist shall not assign rights without Company's prior written consent and any attempted assignment without such consent shall be void and shall transfer no rights to the purported assignee.

**18. ENTIRE AGREEMENT:** This Agreement sets forth the entire understanding of the parties thereto relating to the subject matter hereof and supersedes all prior agreements, whether oral or written, pertaining thereto. No modification, amendment, or waiver of this Agreement or any of the terms or provisions hereof shall be binding upon Artist or Company unless confirmed by a written instrument signed by authorized officers of both Artist and Company. No waiver by Artist or Company of any terms or provisions of this Agreement or of any default hereunder shall affect their respective rights thereafter to enforce such term or provision or to exercise any right or remedy upon any other default, whether or not similar.

**19. NOTICES:** All notices under this Agreement shall be in writing and shall be deemed given:

i. when personally delivered; or

ii. when sent by confirmed fax; or

iii. when sent by confirmed e-mail; or

iv. when sent by pre-paid first class post to the address of the party set out in this Agreement or (if any) such address as such party last provided to the other by written notice.

**20. APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Company and Artist hereby submit to the jurisdiction of the courts of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ if any controversy regarding this Agreement arises.

**21. FORCE MAJEURE:**

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under such circumstances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first above written.

COMPANY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: NAME OF AUTHORIZED PERSON

TITLE OF AUTHORIZED PERSON

ARTIST

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF CASTING DIRECTOR

SOCIAL SECURITY NUMBER

Or FEDERAL ID. NUMBER