

## VOCALIST AGREEMENT

Contract No. \_\_\_\_\_

Date \_\_\_\_\_

Dear \_\_\_\_\_,

1. We hereby employ your exclusive personal services for the purpose of making phonograph recordings.
2. Recordings will be made at recording sessions in studios at times and places of such compositions, and together with such musicians and we shall designate other performers as. A minimum number of \_\_\_\_\_ record sides shall be recorded during the term hereof and additional recordings shall be made at our election whenever we, in our sole discretion shall consider them necessary, and each recording shall be subject to approval as satisfactory for manufacture and sale. In the event the minimum number of sides is not recorded, our liability shall be payment for such sides as though recorded by you.
3. During the term hereof, and all extensions and renewals thereof, you will not perform for the purpose of making phonograph records for any person, firm or corporation other than us, and you will not perform any composition recorded hereunder, for any other person other than us, for a period of five (5) years after our recording is made; you acknowledge that your services are unique and extraordinary.
4. It is agreed and understood, that Artist or Group will be prepared with acceptable material upon request of employer. The materials used in Recording Sessions, must be free from all claims by anyone, or the Artist (or Group) will be liable to complaint. If the Artist deliberately records material belonging to some one else, then royalties are to be deducted from Contracted Artist (or Group) to satisfy complainant, and paid to complainant.
5. In consideration of this agreement, and without any further consideration than as herein provided, you hereby grant to the Company, its associates, subsidiaries, nominees, successors and assigns, (1) the right to manufacture, advertise, sell, lease, license or otherwise use or dispose of in any and all fields of use throughout the world, or any part thereof, or to refrain therefrom throughout the world or any part thereof, recording and records embodying the performances to be recorded hereunder, upon such terms and conditions as the Company may approve; (2) the right to use your name and likeness and biographical material, if desires, or to refrain therefrom, in connection with the manufacture, exploitation and sale of any such recordings and records; and (3) all rights in and to the recordings, matrices, tapes, and records, and the use and control thereof, upon which are reproduced the performances to be recorded hereunder.
6. We shall have the right to use and to allow others to use your names and likenesses and biographical material, concerning you for advertising and purposes of trade, and otherwise in connection with the recording made hereunder.
7. If we are prevented from making recordings because of governmental regulations, restrictions of the American Federation of Musicians, strikes, Acts of God, or any other reason beyond our control, the period of the agreement may be extended by us at our option for a period of time equal to the length of time during which recording was thus prevented. Likewise, if you and the Musical Organization are requested to record and do not make yourselves available therefor for a period of thirty (30) or more consecutive days, we may, at our option, extend the period covered by this agreement up to a period of time equal to the length of time during which you and the Musical Organization were unavailable. Notice of our decision to extend the agreement pursuant to this paragraph shall be given to you not less than ten (10) days prior to its expiration date. We shall be entitled to further extend this agreement, in like manner, in the event that recording is prevented because of any of the foregoing reasons during the period of any extension hereof.

8. You agree to record for and to our satisfaction and acceptance the composition designated and to repeat and re-record each composition as many times as may be required by us for the purpose of obtaining a satisfactory, acceptable, or an improved master record and matrix thereof.

9. You agree and stipulate, that the recordings of the compositions designated shall include your obligation to appear, to rehearse, to make the usual tests, and to comply with the instructions and directions of our musical director and recording operator.

10. It is agreed that it would be impracticable or extremely difficult to fix the actual damages sustained by us in the event of any breach by you of the covenants contained in this contract, and therefore by way of liquidated damages, and not by way of penalty, after the breach of any of the covenants contained in this contract by you, we shall not be obligated to pay any further royalties to you hereunder. This provision, however, shall not be construed as a waiver of any other rights or remedies we may have in the premises, for damages, conjunctive relief or otherwise, all rights or remedies of ours being cumulative.

11. As full payment for your services hereunder, we shall pay to you the sum of \_\_\_\_\_ ( \_\_\_\_\_ ) dollars, for each recorded and accepted record recorded hereunder, which payments together with the payments to the musicians for the recordings made hereunder, shall be an advance to you against a penalty of ( \_\_\_\_\_ %) of moneys of ninety percent (90%) of all records manufactured, sold and paid for, and embodying performances made during the original term hereof, and \_\_\_\_\_ ( \_\_\_\_\_ ) that amount of such royalty for ninety percent (90%) of all records manufactured, sold and paid for, and embodying said performances on only one side thereof.

12. All payments to you for recording hereunder, shall be made by us within fourteen (14) days of the recording sessions, at which such recordings are made. All royalties hereunder shall be paid to you on the 15th of February and July of each year, during which records embodying performances made hereunder are sold and paid for and such payments shall be for the six (6) months immediately preceding each February and June 15th for the term ending January 1 and July 1 of each year.

13. The term of this agreement shall be for a period of \_\_\_\_\_ ( \_\_\_\_\_ ) year(s) from the date hereof.

I agree to all of the conditions in this contract.

Signed: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_