

MUSIC RECORDING CONTRACT

THIS CONTRACT (the "Agreement") made and entered into this _____ (the "Execution Date"),

BETWEEN:

_____ of
(the "Company")

OF THE FIRST PART

- AND -

_____ of
(the "Artist")

OF THE SECOND PART

BACKGROUND:

- A. The Artist is a professional entertainer and recording artist known as " _____ ".
- B. The Company is in the business of producing Master Recordings, or causing such Master Recordings to be produced as well as manufacturing, distributing and selling records directly or through third parties.
- C. The Artist wishes the Company to produce Master Recordings of the Artist's performances and market these Master Recordings.
- D. The Company wishes to produce and market the Master Recordings subject to the following terms and conditions.

IN CONSIDERATION OF and as a condition of the Company producing and distributing certain recordings for the Artist and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Term

1. The Term of this Agreement will consist of an initial period (the "Initial Contract Period") during which the Artist and the Company will cooperate to produce Master Recordings suitable for the production of one Album or LP and will continue for a further twelve months after the delivery of the Master Recording to allow the Company time to manufacture, market and distribute the product in the Territory.
2. The aggregate of the Initial Contract Period together with the subsequent Option Period and any extensions and suspensions relating to this period will be referred to as the "Term".

Production

3. The Company agrees to produce Master Recordings consisting of songs written and performed by the Artist (the "Songs"). The resulting recording (the "Recording") will include music of not less than none minutes in playing duration and will consist of not less than none tracks, and will be of a quality which is at least equal to an industry standard normally produced for commercial distribution.
4. Each Recording made will be subject to the Company's approval as commercially and technically satisfactory for the manufacture and sale of records according to reasonable and accepted industry standards. The Artist agrees to re-record a recording where necessary until the Recording meets an acceptable standard of quality, in the sole discretion of the Company. The Artist will not have completed its obligations under this Agreement until the Company has acknowledged in writing that a Recording has met this standard. In the event that any Recording delivered by the Artist is deemed unsatisfactory by the Company, the Company will give notice of rejection to the Artist within none days of the receipt of such Recording and the Artist will have none days to deliver a replacement Recording.
5. No Recording made under this Agreement will apply in reduction of the Artist's Recording Commitment to the Company if it is a Composition previously recorded by the Artist, or if it embodies a Composition which the Artist is legally prohibited from recording. A "best of" or "greatest hits" LP will not apply in reduction of the Artist's Recording Commitment.

Exclusivity

6. For the Term of this Agreement, the Artist will provide services as a recording artist exclusively for the Company within the Territory and the Artist will not provide services as a recording artist for any other entity whatsoever. In the capacity of a recording artist, the Artist will perform services at reasonable times and places designated by the Company and such services will include, but not be limited to, rehearsing, recording and editing with the purpose of making a commercially viable Recording.

Dates and Locations of Recording Sessions

7. For the purposes of this Agreement, the Artist will provide its services as a recording artist and will make themselves available at commencing on _____ and ending on _____.

Costs

8. The Company will pay or get a Label to pay all recording costs that are reasonable and generally accepted in the industry including, but not limited to, cost of producer, arranger, studio time, background musicians, background vocalists, A&R man as well as reasonable costs related to Album cover art, production and promotion. All such costs will be charged against the Artist's royalties. If the Artist fails to appear or is late in appearing as designated by the Company, the Artist agrees to pay any and all related reasonable costs incurred by the Company.

Selection Control

9. Selections to be included in the Recording under this Agreement will be chosen in the joint discretion of the Artist and the Company. The Artist may submit material at all times.

Completion and Release

10. cording will be completed and prepared for release and distribution on or before _____.

Interference

11. A party to this Agreement will be free of liability where the party is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the party has communicated the circumstance of the said event to any and all other parties and taken any and all appropriate action to mitigate the said event. If the Artist refuses to rehearse and record when reasonably requested by the Company, the Company may suspend its obligations under this

Agreement. The length of time this Agreement is under such suspension will be added to the then current Contract Period .

Title

12. The title of the Album consisting of the Recording will be chosen in the joint discretion of the Artist and the Company.

Equitable Relief

13. The recording services of the Artist are of a special and unique nature the loss of which cannot be reasonably or adequately compensated for in damages and such breach may cause the Company irreparable injury and damage. In addition to any other rights and relief offered under this Agreement, the Company will be entitled to injunctive and other equitable relief to prevent any breach of this Agreement by the Artist.

Assignment of Exclusive Rights by the Artist

14. Upon the Company performing all of its obligations under this Agreement as required, the Artist will assign to the Company all of its rights, title, and interest in and to the following property, for distribution and commercial exploitation in the Territory:
 - a. the Songs;
 - b. the Artist's performance of the Songs contained in the Recording; and
 - c. the title of the Recording.

15. The 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 Recording delivered under this Agreement. Under this section, the Artist retains the right to be identified as author of compositions embodied upon the Recording.

License of Name and Image

16. The Artist grants to the Company and to parties authorized by the Company the following perpetual rights:
 - a. the right to use and publish the Artist's name, likeness, and biographical material for advertising purposes in connection with the Recording made under this Agreement;

- b. the right to manufacture, distribute, license or otherwise use within the Territory the Recording made under this Agreement including the right to combine and sell with recordings of performances of other artists; and
- c. the right to perform the Recordings publicly.

Copyright

17. The Company and parties authorized by the Company will have the right to secure copyright in the Company's name as owner and author on any and all Master Recordings made under this Agreement and to renew such copyright in the Company's name in perpetuity.

Distribution

18. The Company will have the exclusive rights to and control over distribution, promotion and use of the Recording and the Artist throughout the Territory. The Company will have exclusive control over all matters regarding the media and press releases.

Group

19. The word "Artist" in this Agreement refers individually and collectively to the members of the group professionally known as " _____ " (the "Group"). This Agreement and all of the terms, conditions, warranties and other obligations contained in this Agreement are binding jointly and severally on all current and future individual members of the Group.
20. The Artist will provide the Company with timely written notice if any present or future individual member of the Group fails to perform its obligations under this Agreement or leaves the Group. All individual members of the Group will remain bound by this Agreement and in the event of a breach of this Agreement by one or more members of the Group, the Company will be entitled to take action including, but not limited to:
 - a. terminating this Agreement with respect to that individual; or
 - b. terminating this Agreement in its entirety.

Warrants and Representations of the Artist

21. The Artist warrants and represents that:

- a. the Artist is under no obligation or prohibition that would prevent entering this Agreement;
- b. the Artist is not affected or hindered in any way by any disability that would prevent full performance of this Agreement;
- c. use of the songs, music, lyrics, or compositions used in the Recording will not violate any law or infringe on the copyright or rights of any other person not a party to this Agreement;
- d. no person other than the Company has any right to use any songs, music, lyrics, or compositions used in the Recording; and
- e. the Artist will not enter into any other agreement of any kind that would interfere with the Artist's ability to perform its obligations under this Agreement.

Use of Group Name

22. The Artist warrants and represents that:

- a. the Artist is and will be the sole owner of the name
" _____ " (the "Group Name") as well as
any other future name of the Group;
- b. the Artist has and will have and retain the right to grant use of the Group Name for the duration of this Agreement;
- c. the Artist will not use any other professional or performing name for the duration of this Agreement; and
- d. the Artist will not grant or allow to be granted use of the Group Name to any other entity other than the Company during the Term of this Agreement.

23. Where the Agreement is terminated with respect to an individual, the individual so terminated will not be entitled to use the Group Name nor to record, re-record, perform, manufacture or distribute any Recording made under this Agreement. The Company will not unreasonably withhold

approval of any individual engaged to replace a terminated Group member or any individual that is otherwise added to the Group.

Royalties

24. The Company will endeavor to enter into a distribution agreement with a record distribution company in order to commercially exploit the Recording made under this Agreement. The Company will collect royalties and licensing fees (collectively the "Royalties") with respect to the distribution of the Recording. The Royalties will be used to satisfy all costs incurred by the Company to record, produce, market and distribute the Recording. Under no circumstance 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:
 - a. one hundred percent (100%) to the Company; and
 - b. zero percent (0%) to the Artist.

Royalty Accounting

25. The Company will have the right to collect all gross income under this Agreement and will provide timely, detailed semi-annual reports to the Artist showing all revenue received and all expenses incurred. The Company will provide any payment due to the Artist with such reports. The Artist will have four years from the time of receipt to provide notice of objection to any issue relating to any report.
26. All royalties payable will be subject to statutory minimums where applicable.
27. The royalties payable will be divided equally between the members of the Group.

Audit

28. On written notice to the Company of at least five business days, the Artist may request unrestricted access to the books and records of the Company for review or photocopying regarding any accounting or financial issue or issues relating to this Agreement. Such books and records will include, but not be limited to, detailed listings of all expenses and revenues relating to this Agreement. The Company will maintain such books and records in a readily available form and according to generally accepted accounting practices. If the Company fails to provide reasonable cooperation under this section, the Company will be deemed to be in breach of this Agreement.

Controlled Composition

29. The Artist grants to the Company an irrevocable non-exclusive license, under copyright, to reproduce each Controlled Composition on Records and to distribute the Recording in the United States of America and Canada.

30. Mechanical royalties will be payable for each Controlled Composition on Net Sales of Records and at the following rates:
 - a. For the United States, at a royalty per selection (the "U.S. Per Selection Rate") equal to seventy-five percent (75%) of the minimum statutory per selection rate, and without regard to playing time, effective on the date such recording is delivered by the Artist and received as satisfactory by the Company.

 - b. For Canada, at a royalty per selection (the "Canadian Per Selection Rate") equal to seventy-five percent (75%) of the statutory per selection rate, and without regard to playing time, effective on the date such recording is delivered by the Artist and received as satisfactory by the Company, or, if there is no statutory rate in Canada on such date, seventy-five percent (75%) of the prevailing rate, and without regard to playing time, agreed upon by the Canadian recording industry and the Canadian music publishing industry or its mechanical collection representative in effect on the date such Recording is delivered according to this Agreement.

 - c. Where a particular Recording appears more than once on a record the Company will pay mechanical royalties as if the Recording appeared only once.

 - d. The Company will establish a separate account with respect to mechanical royalties and such account will not be cross-collateralized with production and recording expenses relating to this Agreement.

Non-Circumvention

31. The Artist will not detrimentally interfere with the Company's distribution of the Recording or enter into a contract that is inconsistent with the Company's right to distribute the Recording.

Non-Performance by the Company

32. In the event that any Recording is not released to a major market by _____, the Artist will have the right to serve written notice upon the Company requiring the Company to

release the Recording within sixty days of receipt of such notice. In the event that the Recording is not released within the sixty day period, the Artist will have the immediate right to terminate this Agreement by notice in writing and the Artist will have no further obligations under this Agreement.

Assignment

33. Prior to completion of the Recording, the rights and obligations of the Company existing under this Agreement are personal and unique, and cannot be assigned without the prior written consent of the Artist. Subsequent to the completion of the Recording, the Company may assign its rights and obligations existing under this Agreement without the consent of the Artist.
34. The rights and obligations of the Artist existing under this Agreement are personal and unique, and cannot be assigned without prior written consent of the Company.

Performance Causing the Company Liability

35. The Company may withhold its permission for the Artist to perform publicly or to permit the performance of its Recording through any media outlet that is not in the public's best interest or the Company's best interest or does not meet the standards of public decency in the business region in which the Company operates. If the Artist participates in any public venture that might cause the Company liability, the Company has the right to immediately terminate this Agreement for breach of this provision.

Life Insurance

36. The Artist will assist the Company in obtaining life insurance on the Artist, including submitting to a physical examination, where the Company wishes to obtain such life insurance.

Independent Contractors

37. This Agreement does not and will not be construed to create a partnership or joint venture between the parties of the Agreement. It is specifically understood and agreed that the Artist is an independent contractor.

Binding Effect

38. The obligations, rights and benefits of this Agreement will be binding upon the Artist's successors, permitted assigns, executors, administrators, beneficiaries, and representatives, and the Company's successors and permitted assigns.

Mediation and Arbitration

- 39. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation.

- 40. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

Governing Law

- 41. The Company and the Artist submit to the jurisdiction of the courts of the State of California for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the the State of California.

Covenant Of Good Faith and Fair Dealing

- 42. The Company and the Artist agree to perform their obligations under this Agreement, in all respects, in good faith.

Notices

- 43. Any notices or delivery required by this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the addresses listed below or as the parties may later designate in writing.

Company

A. Company Name: _____

Company Address:

Company Phone: _____

Artist(s)

B. Artist Name: _____

Artist Address:

Artist Phone: _____

General Provisions

44. Time is of the essence in this Agreement.
45. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
46. The Artist and the Company acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be invalid or too broad to be enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable.
47. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
48. In the event that a party is forced to obtain an attorney to enforce the terms of this Agreement, the party prevailing in such action of enforcement will be entitled to the recovery of attorney's fees incurred in such action.
49. This contract may be modified or changed only by an instrument in writing executed by both the Company and the Artist.
50. This Agreement is the entire agreement between the parties and all negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to

the Company by the Artist or to the Artist by the Company, in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are hereby declared to be of no value. Only the written terms of this Agreement will bind the parties.

51. All definitions set forth in Exhibit "A" will apply to this Agreement and are incorporated by reference into this Agreement.

Independent Legal Counsel

52. The Artist acknowledges that the Company has given it the right and opportunity to have this Agreement, and the attachments to it, reviewed by an attorney of its choice having competence in the music and entertainment industries, and it has done so. The Artist further acknowledges that said attorney has reviewed with it the terms and conditions of this Agreement and its attachments, and that the Artist still wishes to execute this Agreement.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this

Witness (optional)

per: _____ (seal)

Witness (optional)

Exhibit "A"

DEFINITIONS

"A&R" - An A&R person is an employee of a record company who is in charge of finding and developing new talent including matching specific artists to appropriate performance material.

"Album" or "LP" - one 12-Inch 33 1/3 r.p.m. record, CD, or its equivalent, having at least none tracks and none minutes total playing time.

"Composition" - a single continuous musical performance, including but not limited to musical spoken words, bridging passages and medleys.

"Controlled Composition" - a Composition owned or controlled and most often written by the Artist.

"Cross-Collateralize" - to secure a pre-existing debt with an unrelated or independent asset or revenue source.

"Delivery" and "Deliver" - with respect to Master Recordings to be Delivered under this Agreement. Complete performance by the Artist of all of the Artist's recording obligations under this Agreement to the approval by the Company.

"Distributor" - a company which has the right to manufacture and/or distribute Records derived from the Recording made pursuant to this Agreement.

"Label" - a company that produces musical recordings for commercial distribution.

"Master Recording" - every recording of sound or sound plus video, by any method now known or discovered in the future, which is used in the recording, production and manufacture of records or Video. Under this Agreement a Master Recording of a single song will be no less than 2.25 minutes in length.

"Mechanical Royalties" - Mechanical royalties are required to be paid under copyright law and are fees paid to the songwriter for the right to use and distribute a song on an Album or CD. Mechanical Royalties are paid at a rate per Album or CD sold or distributed.

"Net Sales" - Eighty Five (85%) percent of gross sales for which the Company receives payment and which are not returned for refund or exchange.

"Recording Costs" - all costs representing direct expenses incurred by the Company in connection with the pre-production, production and post-production of Master Recordings made under this Agreement that are customarily considered "Recording Costs" in the record industry.

"Records" and "Phonograph Records" - all forms of reproductions, now known or discovered in the future, manufactured or distributed primarily for personal or private use, including records of sound and inclusive of Video.

"Territory" - means the United States of America and Canada.

"Video" - an audio-visual work consisting of a Master Recording of one or more Compositions synchronized with a moving visual image most usually of the Artist performances.