

MIXING AND MASTERING AGREEMENT

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This Mixing and Mastering Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ENGINEER LEGAL NAME / STUDIO NAME], an individual residing at (or an entity with its principal place of business at) [ENGINEER ADDRESS] ("**Engineer**"); and

[CLIENT LEGAL NAME / ARTIST NAME], an individual residing at (or an entity with its principal place of business at) [CLIENT ADDRESS] ("**Client**").

Engineer and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client owns or controls certain recorded audio and wishes to engage Engineer to provide mixing and/or mastering services for that audio, and Engineer wishes to provide those services, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Services

1.1 Services. Engineer will perform the following audio post-production services (the "**Services**") with reasonable skill and care, consistent with professional industry standards: [] **Mixing** [] **Mastering** [] **Both**, for the project titled "[PROJECT / SONG TITLE(S)]" comprising [NUMBER] track(s) (the "**Project**").

1.2 Mixing. If mixing is included, Engineer will balance levels, apply equalization, compression, effects, panning, and automation, and combine the individual tracks into a cohesive stereo (or [FORMAT]) mix.

1.3 Mastering. If mastering is included, Engineer will optimize the final mix for loudness, tonal balance, and consistency for distribution, and prepare delivery masters in the formats specified in Section 3.

1.4 Exclusions. Unless stated in [EXHIBIT A], the Services do not include recording, tracking, vocal tuning, beat production, sound design, or songwriting, which require a separate written agreement.

2. Client Materials and Responsibilities

2.1 Source files. Client will deliver clean, properly labeled, time-aligned source files (e.g. stems or track-outs) in [FORMAT, e.g. 24-bit/48kHz WAV] with adequate headroom and no clipping, by [DELIVERY DATE].

2.2 Reference materials. Client may provide reference tracks and notes describing the desired sound. Engineer will use reasonable efforts to honor them but does not guarantee an exact match to any reference.

2.3 Rights in source material. Client represents that it owns or controls the source recordings and underlying compositions, or has the necessary rights, and that delivering them to Engineer does not infringe any third party's rights.

2.4 Delays. Timelines and fees may be equitably adjusted for delays caused by Client's late or deficient source files or late feedback.

3. Deliverables and Format

3.1 **Deliverables.** Engineer will deliver: [e.g. final stereo mix (WAV), mastered master (WAV + MP3), and any required distribution formats (DDP, instrumental, TV/performance mix)], by [DELIVERY DATE / within [NUMBER] business days of approval].

3.2 **Alternate versions.** The fee includes [NUMBER] alternate version(s) (e.g. instrumental, clean/explicit, radio edit). Additional versions are billed at [RATE].

3.3 **Delivery method.** Deliverables will be provided by [DOWNLOAD LINK / FILE TRANSFER]. Engineer will retain a backup of project files for [NUMBER] days after final delivery, after which retention is at Engineer's discretion.

4. Revisions

4.1 **Included revisions.** The fee includes [NUMBER, e.g. 2] rounds of revisions per track based on Client's consolidated written feedback.

4.2 **Revision requests.** Client will submit revision requests in a single consolidated list per round within [NUMBER] days of receiving a draft. Each round will be addressed within [NUMBER] business days.

4.3 **Additional revisions.** Revisions beyond the included rounds, or changes to the source files or arrangement after work has begun, are billed at [RATE] and may extend the timeline.

5. Fees and Payment

5.1 **Fee.** Client will pay Engineer [AMOUNT] in [CURRENCY] for the Services (the "Fee"), exclusive of taxes, structured as [PER TRACK / FLAT PROJECT FEE / HOURLY AT [RATE]].

5.2 **Deposit.** A non-refundable deposit of [AMOUNT OR PERCENTAGE] is due on signing to reserve Engineer's time and begin work. The deposit is credited against the Fee.

5.3 **Balance.** The remaining balance is due [ON APPROVAL BUT BEFORE FINAL DELIVERY / WITHIN [NUMBER] DAYS OF DELIVERY]. Engineer may withhold final, unwatermarked deliverables until the balance is paid in full.

5.4 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law.

5.5 **Taxes.** Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Engineer's net income.

6. Ownership, Credit, and Royalties

6.1 **Ownership of recordings.** Client retains ownership of the underlying recordings and compositions. Upon full payment, the mixed and mastered deliverables are owned by Client.

6.2 **Engineer's tools.** Engineer retains ownership of its presets, templates, processing chains, and know-how. Nothing limits Engineer from using its general skills and experience on other projects.

6.3 **Credit.** Client will credit Engineer as "[Mixed / Mastered] by [ENGINEER NAME]" in metadata, liner notes, and descriptions where reasonably practicable.

6.4 **No royalty unless agreed.** The Fee is a service fee. Engineer is [NOT ENTITLED / ENTITLED] to royalties or points; [IF ENTITLED, SPECIFY: [PERCENTAGE]% of [DEFINED REVENUE]].

6.5 **Portfolio use.** Engineer may reference the Project and use short excerpts in its portfolio and promotional materials unless Client objects in writing.

7. Warranties and Disclaimer

7.1 **Engineer warranty.** Engineer warrants that it will perform the Services in a professional and workmanlike manner consistent with industry standards.

7.2 **Disclaimer.** Engineer does not warrant any particular commercial result, chart performance, streaming acceptance, or that the deliverables will meet every platform's evolving technical specification. Except as expressly stated, the Services are provided without other warranties, express or implied.

8. Indemnification and Liability

8.1 **By Client.** Client will defend and indemnify Engineer against third-party claims arising from the source materials or Client's lack of rights in them.

8.2 **By Engineer.** Engineer will defend and indemnify Client against third-party claims that Engineer's original processing contributions infringe that third party's rights, subject to Section 8.3.

8.3 **Limitation.** Except for indemnity obligations and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's aggregate liability will not exceed the total Fee paid under this Agreement.

9. Term, Termination, and General Provisions

9.1 **Termination for convenience.** Client may cancel before completion on written notice; the deposit is non-refundable and Client will pay for Services performed and hours incurred through the cancellation date.

9.2 **Termination for cause.** Either Party may terminate on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 10]** days.

9.3 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.4 **Independent contractor.** Engineer is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.5 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.6 **Entire agreement; amendment.** This Agreement, with its exhibits, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ENGINEER**CLIENT**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE / N/A]**Title: **[TITLE / N/A]**

Date: _____

Date: _____

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