

MUSIC RECORDING AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended.

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

[LABEL OR PRODUCING PARTY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [LABEL ADDRESS] ("**Label**"); and

[ARTIST LEGAL NAME], an individual residing at [ARTIST ADDRESS], professionally known as [ARTIST/STAGE NAME] ("**Artist**").

Label and Artist are each a "**Party**" and together the "**Parties**."

Recitals. Label is engaged in producing, manufacturing, distributing, and exploiting sound recordings. Artist is a recording performer who wishes to record master recordings for release through Label, and Label wishes to record, own, and exploit those recordings, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Recording Commitment

1.1 Recordings. During the Term, Artist will record, and Label will arrange to record, the master recordings described in this Section (each a "**Master**" and collectively the "**Masters**"). The initial commitment is [NUMBER] Masters sufficient to constitute [one single / one EP / one album of [NUMBER] tracks] (the "**Initial Recordings**").

1.2 Recording sessions. Recording will take place at [STUDIO / TO BE MUTUALLY AGREED] during the period beginning [START DATE]. Artist will attend all scheduled sessions, rehearsals, and overdubs and will perform to the best of Artist's professional ability.

1.3 Selection of material. The Parties will mutually agree in good faith on the songs, producers, mixers, and arrangements for each Master. [OPTIONAL: Label has final approval over selection of material and personnel.]

1.4 Delivery. A Master is "**delivered**" when Artist provides Label with a fully mixed and mastered recording, in commercially satisfactory quality, free of unauthorized samples, together with all credits, metadata, and clearances reasonably required to exploit it.

1.5 Re-recording restriction. Artist will not record any Master delivered under this Agreement for any third party for [NUMBER, e.g. 5] years after the later of delivery or the end of the Term, except as permitted by applicable law.

2. Term and Option Periods

2.1 Initial Term. The initial term begins on the Effective Date and continues until [NUMBER] months after delivery of the Initial Recordings (the "Initial Period").

2.2 Option periods. [OPTIONAL: Label has [NUMBER] separate, consecutive, irrevocable options to extend the Term for additional periods (each an "Option Period"), each requiring delivery of [NUMBER] additional Masters. Label exercises an option by written notice before the end of the then-current period. If Label does not exercise an option, the Term ends.] The Initial Period and any Option Periods together are the "Term."

2.3 Suspension and extension. If Artist fails or refuses to record as required, or in the event of force majeure, Label may suspend Artist's obligations and extend the Term by the length of the suspension, on written notice, subject to applicable law on personal-services contracts.

3. Ownership of Masters

3.1 Ownership. Each Master, and all reproductions and derivatives of it, together with all copyrights and renewals, is the sole and exclusive property of Label throughout the world, free of any claim by Artist, except for Artist's right to receive royalties under Section 5.

3.2 Work for hire and assignment. To the extent a Master qualifies as a work made for hire, it is a work made for hire for Label. To the extent it does not, Artist irrevocably assigns to Label all right, title, and interest in the Master, including all sound-recording copyrights.

3.3 Exploitation rights. Label has the exclusive right to manufacture, distribute, stream, license, advertise, and otherwise exploit the Masters in any format and medium now known or later devised, and to refrain from doing so in its reasonable business judgment.

3.4 Musical compositions. This Agreement covers the sound recordings (Masters) only. Rights in the underlying musical compositions (songwriting and publishing) are addressed separately and are not transferred by this Agreement unless a separate songwriter or publishing agreement so provides.

4. Name, Likeness, and Credit

4.1 Name and likeness. Artist grants Label the right to use Artist's name, approved likeness, biography, and professional name in connection with the marketing and exploitation of the Masters and Label's general goodwill.

4.2 Approval of likeness. Label will use likenesses and biographical materials approved by Artist, and will not materially alter an approved photo in a way that is derogatory. Approval will not be unreasonably withheld.

4.3 Credit. Label will accord Artist credit as the featured performer on the Masters in a manner consistent with industry custom, subject to applicable production and technical limitations. An inadvertent failure to provide credit is not a breach if Label cures it prospectively after written notice.

5. Royalties and Accounting

5.1 Artist royalty. Label will pay Artist a royalty of [e.g. [NUMBER]%] of [Label's net receipts / the applicable royalty base] from the sale and licensing of the Masters, calculated as described in this Section and any attached royalty schedule.

5.2 Streaming and licenses. For streaming and third-party licenses, Artist's royalty is [NUMBER]% of Label's net receipts attributable to the Masters after deduction of distribution and collection fees actually charged to Label.

5.3 Recoupment. Label may recoup all Recoupable Costs from Artist's royalties before paying any royalty to Artist. "**Recoupable Costs**" means recording costs, producer advances, and other costs designated recoupable in writing and advanced by Label. Recoupment does not make Artist personally liable to repay an unrecouped balance unless this Agreement expressly says so.

5.4 Advances. [OPTIONAL: Label will pay Artist a recoupable advance of [AMOUNT] on signing and [AMOUNT] on delivery of the Initial Recordings.] All advances are recoupable from royalties and are non-returnable except as stated.

5.5 Accounting. Label will account to Artist and pay any royalties due [semi-annually / quarterly], within [NUMBER] days after the end of each accounting period, with a statement showing the basis of the calculation.

5.6 Audit. Artist may, at Artist's expense and no more than once per year on reasonable notice, audit Label's books relating to the Masters for the prior [NUMBER] accounting periods. If an audit reveals an underpayment exceeding [e.g. 5%], Label will reimburse the reasonable cost of the audit.

6. Artist Representations and Warranties

6.1 Authority and rights. Artist represents that Artist is free to enter into this Agreement, is not bound by any conflicting recording or exclusivity agreement, and has the right to grant the rights granted here.

6.2 Original performance. Artist represents that the performances are Artist's own and that, except for cleared samples and licensed material, the Masters do not infringe any third-party rights.

6.3 Union and guild. [OPTIONAL: To the extent applicable, the Parties will comply with the rules of any applicable performers' union or guild.]

7. Mechanical and Controlled Compositions (Optional)

7.1 Controlled compositions. [OPTIONAL: For any Master embodying a musical composition written or controlled by Artist (a "Controlled Composition"), Artist grants Label a mechanical license at [e.g. 75% of the minimum statutory rate] applicable in the relevant territory, subject to the caps customary in the industry.]

7.2 Rate basis. Mechanical rates and caps will be determined under the applicable law of the territory of exploitation. The Parties acknowledge these rates vary by jurisdiction and may change over time.

8. Term Default and Termination

8.1 Termination for cause. Either Party may terminate this Agreement on written notice if the other Party materially breaches and fails to cure within [NUMBER, e.g. 30] days after written notice describing the breach.

8.2 Effect on Masters. Termination does not affect Label's ownership of Masters already delivered or Artist's right to royalties already accrued on them.

8.3 Survival. Sections 3, 4, 5 (for accrued amounts), 6, 9, 10, and 11 survive termination.

9. Indemnification

9.1 By Artist. Artist will defend and indemnify Label against third-party claims arising from a breach of Artist's representations in Section 6, including claims that a performance or uncleared sample infringes a third-party right.

9.2 By Label. Label will defend and indemnify Artist against third-party claims arising from Label's exploitation of the Masters in a manner that breaches this Agreement or from materials supplied by Label.

9.3 **Procedure.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation. No settlement imposing liability or an admission on the indemnified Party may be made without its consent.

10. Limitation of Liability

10.1 **Exclusion of indirect damages.** Except for the indemnification obligations in Section 9 and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages.

10.2 **Equitable relief.** The Parties acknowledge that Artist's services are unique and that a breach by Artist may entitle Label to seek injunctive relief in addition to other remedies, to the extent permitted by applicable law.

11. General Provisions

11.1 **Independent contractor.** Artist provides services as an independent contractor, not an employee, unless applicable law requires otherwise. Nothing creates a partnership or joint venture.

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

11.3 **Assignment.** Label may assign this Agreement to a successor or affiliate. Artist may not assign this Agreement, except the right to receive royalties, on written notice.

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

11.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

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

11.7 **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.

11.8 **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.

LABEL	ARTIST
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [N/A]
Date: _____	Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.