

# PRODUCER AGREEMENT

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

[ENGAGING PARTY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] (or an individual residing at [ADDRESS]), which is [the artist / the artist's label / the rights holder] for the recordings described below ("**Company**"); and

[PRODUCER LEGAL NAME], an individual residing at [PRODUCER ADDRESS], professionally known as [PRODUCER NAME] ("**Producer**").

Company and Producer are each a "**Party**" and together the "**Parties**."

**Recitals.** Company is producing one or more master sound recordings and wishes to engage Producer to produce those recordings, and Producer wishes to provide production services, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Production Services

**1.1 Engagement.** Company engages Producer to produce the master recordings listed below (each a "**Master**" and collectively the "**Masters**"): [LIST TRACK TITLES OR "the [NUMBER] recordings for the project titled [PROJECT NAME]"].

**1.2 Services.** Producer's services include [arranging, directing recording sessions, programming, playing instruments as needed, engineering and/or supervising engineering, and mixing] the Masters to commercially satisfactory quality consistent with Producer's professional standards.

**1.3 Sessions and schedule.** Production will take place at [STUDIO / PRODUCER'S STUDIO / TO BE AGREED] beginning [START DATE], with delivery of finished mixes targeted for [DELIVERY DATE]. Producer will use reasonable efforts to meet the schedule and will promptly notify Company of anticipated delays.

**1.4 Final approval.** Company has final creative approval over the Masters. A Master is complete when Company accepts the final mix in writing or uses it commercially. Mastering is [included / not included] in Producer's services.

**1.5 Deliverables.** On completion, Producer will deliver the final mixes, stems, session files, and any presets reasonably necessary to recall the session, along with a list of all samples, interpolations, and third-party material used.

## 2. Compensation

**2.1 Advance / fee.** Company will pay Producer a fee of [AMOUNT] in [CURRENCY, e.g. US dollars] (the "**Producer Fee**"), payable [e.g. 50% on signing and 50% on delivery of the final mixes]. The Producer Fee is [a recoupable advance against Producer's royalty / a non-recoupable flat fee].

**2.2 Producer royalty ("points").** In addition to the Producer Fee, Company will pay Producer a royalty of [e.g. [NUMBER]] percentage points (each point equal to one percent) of [the applicable artist royalty base / Company's net receipts] on the sale and licensing of the Masters (the "Producer Royalty").

**2.3 Recoupment and accounting parity.** [OPTIONAL: The Producer Royalty is calculated and paid on the same basis and at the same times as the artist royalty for the Masters, prospectively from recoupment of recording costs at the artist's royalty rate ("record one" from Company where agreed).] Company will account to Producer [semi-annually / quarterly] within [NUMBER] days after each accounting period and pay any amounts due.

**2.4 Expenses.** Company will reimburse Producer for reasonable, pre-approved, documented out-of-pocket production expenses (such as session musicians, studio rental, and rented gear) that are not included in the Producer Fee.

**2.5 Audit.** Producer may, at Producer's expense and no more than once per year on reasonable notice, audit Company's records relating to the Masters for the prior [NUMBER] accounting periods.

### 3. Ownership and Rights

**3.1 Ownership of Masters.** Each Master, and all copyrights in it, is and remains the sole and exclusive property of Company throughout the world. Producer's production services are rendered as a work made for hire for Company.

**3.2 Assignment backstop.** To the extent any element of Producer's contribution does not vest in Company as a work made for hire, Producer irrevocably assigns to Company all right, title, and interest in that contribution as embodied in the Masters, subject to Producer's right to the compensation in Section 2.

**3.3 Producer's own contributions.** This assignment does not transfer ownership of Producer's pre-existing beats, compositions, or sound libraries except as embodied in the Masters. If Producer contributed to the underlying musical composition, songwriting splits are addressed in a separate split sheet or publishing agreement and are not granted by this Agreement.

**3.4 Samples and clearances.** Producer will identify all third-party samples and interpolations used. Clearance of those samples is the responsibility of [Company / Producer / as allocated in the session notes], and the responsible Party will bear the related clearance costs.

### 4. Credit

**4.1 Production credit.** Company will credit Producer as ["Produced by [PRODUCER NAME]"] on the Masters and in liner notes, metadata, and digital service credits, in a manner consistent with industry custom and the technical limitations of each format.

**4.2 Cure of credit errors.** An inadvertent failure to provide credit is not a breach if Company cures it prospectively within a reasonable time after written notice.

### 5. Representations and Warranties

**5.1 Mutual.** Each Party represents that it has the authority to enter into this Agreement and that doing so does not breach another agreement binding on it.

**5.2 By Producer.** Producer represents that the production services are original to Producer except for identified third-party material, that Producer will not knowingly incorporate uncleared samples, and that Producer is free to render the services.

5.3 **By Company.** Company represents that it has or will obtain the rights to the underlying compositions and the artist's performances necessary to exploit the Masters.

## 6. Term and Termination

6.1 **Term.** This Agreement begins on the Effective Date and continues until Producer completes and delivers the Masters and all compensation obligations are satisfied, unless terminated earlier under this Section.

6.2 **Termination for cause.** Either Party may terminate on written notice if the other Party materially breaches and fails to cure within [NUMBER, e.g. 15] days after written notice describing the breach.

6.3 **Effect of termination.** On termination, Company will pay Producer for production services performed and approved Masters delivered through the effective date, and Producer's accrued royalty rights on those Masters survive. Sections 3, 4, 5, 7, 8, and 9 survive termination.

## 7. Indemnification

7.1 **By Producer.** Producer will defend and indemnify Company against third-party claims arising from a breach of Producer's representations in Section 5, including claims that an uncleared sample knowingly used by Producer infringes a third-party right.

7.2 **By Company.** Company will defend and indemnify Producer against third-party claims arising from the underlying compositions, the artist's performances, or Company's exploitation of the Masters.

7.3 **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.

## 8. Limitation of Liability

8.1 **Exclusion of indirect damages.** Except for the indemnification obligations in Section 7 and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages.

8.2 **Liability cap.** Except for the matters excluded in Section 8.1, each Party's total aggregate liability under this Agreement will not exceed the total Producer Fee paid or payable under this Agreement.

## 9. General Provisions

9.1 **Independent contractor.** Producer renders services as an independent contractor, not an employee. Nothing creates a partnership, joint venture, or employment relationship.

9.2 **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].

9.3 **Assignment.** Company may assign this Agreement to a successor or affiliate. Producer may not assign this Agreement, except the right to receive compensation, on written notice.

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

9.5 **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.

9.6 **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.

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.

COMPANY	PRODUCER
Signature: _____	Signature: _____
Printed name: <b>[NAME]</b>	Printed name: <b>[NAME]</b>
Title: <b>[TITLE]</b>	Title: <b>[N/A]</b>
Date: _____	Date: _____

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