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Music Production Agreement

State of Alabama

This Production Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ by and between the following parties:

_____ ("Producer"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

and

_____ ("Client"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

Producer and Client may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to engage Producer for the production of music, as defined further below;

WHEREAS, Producer has the skills, qualifications, and expertise required to provide the production services ("Production Services," as defined further below) to Client;

WHEREAS, Producer wishes to render such Production Services to Client;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

A) "Production Services" shall be used to refer to the following specific services that the Producer will provide to the Client under the terms and conditions set forth herein:

The Production Services will specifically include the ability and responsibility of the Producer to deal with all requisite third parties, including, but not limited to, securing the rights to any intellectual property needed to complete production of the Work.

The Production Services specifically include publicity and marketing for the Work.

B) "Project" shall be used to refer to the particular project that the Parties will be working on together, specifically:

C) "Work" shall be used to refer to the completed work product provided by Producer to Client at the completion of this Project.

D) "Commencement Date" shall be used to refer to the date the Producer begins work on the Production Services for the Client. The Commence Date shall be _____.

E) "Completion Date" shall be used to refer to the date that the Producer will complete or cease the provision of Production Services to the Client. The Completion Date will be _____.

F) "Minimum Required Time" shall be used to refer to the minimum amount of time that the Producer must devote to the provision of Production Services under the terms of this Agreement.

The Producer will keep the Client apprised of how much time is being spent on the provision of Production Services, and will provide a breakdown of time upon Client's Request. If the Producer dedicates more than the Minimum Required Time to the

provision of Production Services, the Fees will not be increased unless prior written approval is given by the Client and any such increase has been agreed to by both Parties. If the Producer does not spend at least the Minimum Required Time in providing the Production Services, the Fees will be reduced pro-rata for the percentage of the Minimum Required Time actually completed, or otherwise in accordance with the terms and conditions of this Agreement, unless otherwise agreed.

G) "Key Dates" shall be used to refer to specific dates during the time period that the Production Services are being rendered that the Producer agrees to meet specific events or deadlines. The Key Dates will be as follows:

H) "Fees" shall be used to refer to the payment Client will pay to Service Provide for the rendering of the Production Services. Specifically, the fees shall be as follows:

\$2 (two US dollars), as a fixed fee for all Production Services rendered.

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Producer hereby agrees to render the Production Services to Client, beginning on the Commencement Date and ending on the Completion date, along with meeting the specified Key Dates, and Client agrees to pay Producer the Fees required for the Production Services.

Article 3 - SPECIFICATIONS:

The Project shall have the following required specifications:

Article 4 - FEES:

The Client agrees to pay the Service Provide the required Fees, as outlined elsewhere in this Agreement, for the provision of the Production Services, subject to the following terms and conditions:

A) Invoice Interval: The Producer will be entitled to invoice the client at the following time period: Weekly.

B) Invoice Period: The Client shall have the following time period in which to pay the Producer's invoice:

C) Method of Payment: Producer will accept the following forms of payment:

D) Expenses: The Producer is permitted to charge for all reasonable and necessary costs and expenses incurred in performing the Production Services, including but not limited to traveling, photocopying, courier services and postage, subject to agreement from the Client.

E) Penalties: If the Client does not pay the invoiced and required amount by the date stated in the invoice or as otherwise provided for in this Agreement, the Producer shall be entitled to:

I) charge interest on the outstanding amount at the rate of 50%, yearly (fifty percent, yearly);

II) require Client to pay for the Production Services, or any remaining part of the Production Services, in advance;

III) cease performance of the Production Services completely or until payment is made, at the Producer's sole and exclusive discretion.

F) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Producer shall be the sole and exclusive responsibility of each, respectively.

ROYALTIES: Along with the Fees as described herein, Producer will also be paid entitled to the following royalties:

Article 5 - INTELLECTUAL PROPERTY:

In accordance with the terms and conditions of this Agreement, the Producer acknowledges and agrees that all work done by Producer for Client, including the

finished production Project, shall be considered "work-made-for-hire" and shall be the sole and exclusive intellectual property of the Client. Client shall maintain all rights to ownership, control, licensing, and exploitation of the completed Work.

Additionally, Producer may create certain intellectual property ("Created IP"), including, but not limited to, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Production Services to the Client. Unless the Parties otherwise agree, any such Created IP generated by the Producer in connection with the provision of Production Services to the Client shall belong to the Client.

Any intellectual property provided by the Client to the Producer to assist in the provision of Production Services, that was not created by Producer pursuant to this Agreement, shall belong to the Client.

CREDITS: The Parties may separately agree, in a signed writing, as to the credits that will be visible at the completion of the Work.

Article 6 - BUDGET:

The total budget for the Project, exclusive of the compensation paid to Producer under the terms of this Agreement, is as follows: \$2 (two US dollars). Producer is entitled to spend the budget as necessary for the Project, in a reasonable manner.

Article 7 - WARRANTIES:

The Producer represents and warrants that it will perform the Production Services using reasonable care and skill for a Producer in their field and that any end products or materials given by the Producer to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 8 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the Producer.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 9 - INDEMNITY:

Client hereby agrees to indemnify Producer, and all of Producer's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of any wrongdoing or unlawful acts by the Client, related to or arising out of the Parties' relationship as outlined in this Agreement.

Producer hereby agrees to indemnify Client, and all of Client's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of any wrongdoing or unlawful acts by the Producer related to or arising out of the Parties' relationship as outlined in this Agreement.

This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Article 10 - TIME FOR PERFORMANCE:

Time shall be of the essence for the performance by the Producer of its obligations under the Agreement. Any dates, periods or times for performance specified in the Agreement are to be met, and in default, the Producer will be in breach of the Agreement.

Article 11 - TERMINATION:

A) This Agreement may be terminated by either party, upon notice in writing:

I) if the other party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;

II) if the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;

III) if the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.

B) This Agreement may be terminated by the Producer if the Client fails to pay any requisite Fees within seven (7) days after the date they are due. The Producer may terminate the Agreement immediately, with no notice period, in writing.

C) This Agreement may be terminated by the Client if the Producer fails to meet deadlines or fails to render adequate Production Services (in the Client's sole and exclusive discretion). Client may terminate the Agreement immediately, with no notice period, in writing.

If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Production Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by Producer related to the rendering of Production Services prior to the date of termination.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 12 - GENERAL PROVISIONS:

A) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

C) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) **AMENDMENTS:** This Agreement may only be amended in writing signed by both Parties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F)

G)

H) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

I) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

J) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

K) FORCE MAJEURE: Producer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

L) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, air mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Producer:

Client:

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of e-mail).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Date: _____

Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Date: _____