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Music Recording Agreement

State of Alabama

This Music Recording Agreement (hereinafter "Agreement"), is made effective as of _____ by and between the following parties:

_____ hereinafter referred to as the "Company" or "Recording Label" having an address at the following:

and

_____ hereinafter referred to as "Artist", having an address at the following:

Company and Artist may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS Artist is engaged in the field of music and music production and is known publicly as _____;

WHEREAS, Company is in the business of producing Music Recordings, including the distribution and sale of such Music Recordings;

WHEREAS, Artist wishes to engage Company to produce Music Recordings for Artist;

WHEREAS, Company wishes to produce such Music Recordings, as defined further

below.

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 I - TERM:

1. This Agreement between the Artist and the Company shall commence upon _____ and shall continue in full force and effect until the Music Recordings produced for Artist are complete, including manufacturing, marketing, and distribution (including recording, the "Services"). This shall be referred to as the "Term" of the Agreement.
2. The Music Recordings for the Artist shall be defined as any original and previously unrecorded musical work, music video, song lyrics, or musical compositions that Artist provides for recording to the Company. The Work shall be defined as the final work offered for sale to the public based on the Music Recordings completed.

ARTICLE II - AGREEMENT TO PRODUCE:

3. During the Term of this contract, Artist agrees to create the following audio and visual works:

Number of Musical Recordings: 2

Number of Music Videos: 2

Minimum Number of Minutes Per Recording: 2

4. The Music Recordings produced from the works submitted by Artist are subject to final approval or rejection by the Company. Artist agrees that these recordings will be original and previously unrecorded. Artist and Company also agree that these recordings will be sold and reproduced under the Company's Official Record Label: _____.
5. During the Term of this Agreement, and using the Music Recordings that the Artist records with the Company, Company agrees to produce, distribute, promote, and sell a minimum of one musical album. This album will be released no later than the following date: _____. Company will be in charge of final approval of the quality of the Music Recordings, including ensuring that the Music Recordings are technically appropriate for commercial production and distribution. Artist agrees to re-record any audio works that the Company deems not fit for production.

6. Artist agrees to collaborate with the Company on all creative endeavors, musical works, titles, and designs, but the album title shall be subject to final approval by the Company.

7. Artist acknowledges and agrees that musical works the Artist is legally prohibited from recording will not be approved or considered completed Musical Works by the Company.

ARTICLE III - STUDIO DETAILS:

8. Artist will record at the following studio:

9. Artist will be permitted to record during the following dates and times:

ARTICLE IV - NO COMPETITION:

10. During the Term of this Agreement, Artist agrees not to perform under any other stage name besides _____ nor will the Artist record any Musical Recordings or utilize any Services by or under any other company or record label. Artist recognizes that their persona, stage name, and any associated branding with their stage persona is free to be marketed and sold in any way that the Company chooses.

ARTICLE V - ASSIGNMENT & COPYRIGHT:

11. Artist will assign all right, title, and interest in and to the Music Recordings and the Work to the Company at the completion of each item, respectively, so that Company may distribute and commercially exploit the work. Artist waives the benefits of any moral rights as against the Company, but retains the right to be identified as the author of any Music Recordings included within the Work.

12. The Company shall have the right to apply for copyright protection in the Music Recordings and the Work.

ARTICLE VI - LICENSE:

13. Artist grants a perpetual license to the Company to use Artist's name and biographical information for the marketing of the Work as well as to manufacture and distribute Artist's Work in conjunction with the works of other artists.

ARTICLE VII - FEES AND COSTS:

14. *Recording and Artist Fees:* Company will pay for all costs that, by industry standards, relate to the recording and production of the Musical Works. These costs include, but are not limited to, background production and vocals, lodging, meals, transportation, studio time, promotional tours, artist's wardrobe, graphic design, additional musicians, etc.

15. *Royalties:* Company agrees to pay Artist Royalties at the following percentage: 50% of the revenue generated from the music, including album and singles sales, streaming, and live performance. These royalties will be calculated in U.S. currency.

Mechanical royalties may also be payable as the Parties' will determine at a later date. The Company shall pay to the Artist annual royalty payments.

The royalty payments shall be payable in on _____ of each year.

16. *Compensation:* Company will pay the Artist the following flat amount: \$2 (two US dollars). This payment will be made upon the signing of this Agreement on _____.

ARTICLE VIII - RELEASE:

17. As noted above, the Work will be released by the following date: _____.

ARTICLE IX -

ARTICLE X - OPTION TO PURCHASE:

18. At any time during the term of this Agreement or after its termination, Artist may request to purchase all rights to the Musical Works that they have assigned and/or granted to Company for the total amount of \$2 (two US dollars).

ARTICLE XI - RIGHT TO AUDIT:

19. At any time during the Term of this Agreement or within 1 (one) year after its termination, Artist and/or their designated officers shall be permitted unrestricted access to all of the financial records and accounts of the Company that may relate to, or involve the Artist in any way, for inspection by the Artist and/or the Artist's designated officer.

20. Artist will be responsible for any fees or costs incurred in relation to this audit unless sufficient suspicious activity is found. In the case that the Company is found to have neglected to fulfill their financial obligations to the Artists, the Company will then be responsible for all fees and costs incurred by the audit.

ARTICLE XII - INJUNCTION:

21. Artist hereby acknowledges and agrees that in the event that the Artist violates the terms of this Agreement, the Company will be harmed irreparably and money damages will be insufficient to compensate the Company. Should this Agreement be breached in any way, the Company will be entitled to seek injunctive relief along with monetary damages, as well as to seek reasonable costs, including attorney's fees, incurred in enforcing this Agreement.

22. Artist hereby agrees that if the Artist should violate any of the terms of this Agreement, Artist shall owe the Company an accounting of all profits or benefits, monetary or otherwise, which Artist has realized from the violation of terms. Artist also acknowledges and agrees that Artist shall repay Company for any and all of these profits or benefits and that the Company shall also be entitled to injunctive relief or any other rights or remedies at law or in equity.

ARTICLE XIII - TERMINATION OF AGREEMENT:

23. In the event of illness or injury where the Artist is no longer able to perform or execute creation or development of the Works in the same manner as they were able to upon execution of this Agreement, then the Company has the right to terminate this Agreement. In the event that Company does not release the Work on the release date as written in this Agreement, Artist can require the Company to release the Work within thirty (30) calendar days'. If the Work is not released within the thirty (30) day period, Artist may terminate this Agreement in its entirety.

ARTICLE XIV - SPECIFIC TERMS:

24. Company may withhold permission for Artist to perform publicly at any specific

venue. If Artist violates the Company's wishes on this note, Company may terminate this Agreement. Company may obtain life insurance on the Artist, for which Artist will cooperate and submit to any required physical examination. This Agreement does not constitute any joint venture or partnership between the Parties. Artist is an independent contractor for Company.

ARTICLE XV - NO WAIVER:

25. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term. 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.

ARTICLE XVI - NOTICES:

26. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement. All Notices shall be delivered by email or at the address which the parties may designate to each other, personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

ARTICLE XVII - GOVERNING LAW & DISPUTE RESOLUTION:

27. This Agreement Release shall be governed in all respects by the laws of Alabama and any applicable federal laws. In the event of a dispute, the Parties will first attempt to resolve the dispute through friendly correspondence. If such correspondence is not successful at resolution, the Parties must then submit the issue to binding arbitration. The arbitration shall be conducted in Alabama and the arbitrator's decision will be final.

ARTICLE XVIII - SEVERABILITY:

28. If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

ARTICLE XIX - COUNTERPARTS:

29. This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

ARTICLE XX - HEADINGS:

30. Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

ARTICLE XXI - NO ASSIGNMENT:

31. This rights and benefits under this Agreement may not be assigned in whole or part by either Party.

ARTICLE XXII - RELATIONSHIP OF THE PARTIES:

32. Nothing in this Agreement shall be construed to create a joint venture, agency, or other legal relationship between the Parties other than that of independent contractors.

ARTICLE XXIII - COUNSEL:

33. Each of the Parties acknowledges and agrees that they have had the opportunity to have this Agreement reviewed by legal counsel and either they have done so or waived that right. The Parties agree that they are entering into this Agreement voluntarily and with full understanding of the Terms contained herein.

ARTICLE XXIV - ENTIRE AGREEMENT:

34. This written Agreement constitutes the entire agreement between the Parties. No other understanding, whether written or oral, made prior or contemporaneous with this Agreement, shall be in given effect and this Agreement shall supersede any other communication between the Parties as to the subject matter contained herein.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

Artist's Name

Artist's Signature

Date

Company Name

Company Representative Name

Company Representative Signature

Date