

PINK FADER®

Sample Custom Production Agreement

This Sample Custom Production Agreement (this "Agreement") made as of _____, 20____, by and between **Pink Fader®** ("Company") with its principal offices at _____ and _____ p/k/a "_____" ("Client") whose address is _____ (Company and Client collectively referred to hereinafter as "Parties"). The Parties acknowledge that Client has retained the production services of Company for the production of one (1) master recording titled, "_____" ("Master") featuring the musical performances of _____ ("Artist"). Parties agree to amend the title of the master recording upon its completion, before release, if the final title of the master recording is different from the one listed in this Agreement.

The parties hereby agree as follows:

1. COMPENSATION

As full and final consideration for Company's Services and for all rights granted in the Agreement and hereunder, including without limitation the rights granted under Section 5 hereinbelow, Client shall pay to Company: (i) the recoupable advance as set forth in Section 2 hereinbelow; and (ii) the Producer Royalty set forth in Section 3 hereinbelow.

2. ADVANCE

Not later than ten (10) business days following the complete execution of this Agreement, Client shall pay Company, as a recoupable advance against Producer Royalties that may become due hereunder, the sum of **Five Thousand (\$5,000) Dollars** (the "Advance").

3. ROYALTIES

(a) Client shall pay to Company a royalty on all exploitations of Master, including without limitation Net Profits (defined below) of full-priced top-line Albums embodying the Master at a basic rate of three percent (3%) of the retail base price or the equivalent purchase price to dealers of such albums (the "Producer Royalty"). The Producer Royalty shall be prorated based on a fraction, the numerator of which shall be one (1) and the denominator of which is the total number of royalty-bearing master recordings (including the Master) embodied on such phonorecord.

Net Profits shall be defined as follows: "Gross Income" as defined below, minus "Expenses", as defined below.

Gross Income shall be any and all monies received by Client from the exploitation of the Master, including from sale, license, assignment, lease, or rental of the Master or any other use thereof, including sale or license of phonorecords in any media now known or hereinafter developed throughout the world for as long as Client receives income from such exploitation.

Expenses shall mean any and all actual recording costs paid by Client, except the royalty payable to Company hereunder, including without limitation fees to session musicians, engineers, mixing, mastering, sample and clearance costs.

(b) Company hereby grants to Client and Client's assignees, in perpetuity a non-exclusive mechanical license to exploit the musical composition written by Company or an entity owned or controlled, in whole or part, by Client or another person (hereinafter the "Controlled Composition") embodied therein, in all forms and configurations of phonorecords and audiovisual recordings in any and all media. In consideration for the license to reproduce the Controlled Composition mechanically, Client shall pay to Company a so-called "mechanical royalty" for net sales of the applicable album (or Master as the case may be) embodying such Controlled Composition equal to the minimum statutory rate applicable to the use of musical compositions on audio recordings under the United States copyright law effective on the date hereof. Mechanical royalties payable in connection with any such Controlled Composition will otherwise be accounted for, calculated and paid on the same basis (e.g., reductions, deductions, prorations, non-payments, etc.) as are Artist's mechanical royalties under an applicable recording agreement, should one exist, including without limitation, any so-called "cap" on aggregate mechanical royalties.

(c) For the purposes of any publishing income that may hereby and at some later date be due to any songwriter associated with the Master, Company, Artist and Client hereby agree and confirm to be bound by the so-called "split-sheet," an example of which is attached hereto as "Schedule A", once fully executed by all songwriters associated the Master. Company and Company's publishers agree to be bound by the so-called controlled composition provisions in any applicable recording agreement concerning Artist (should one exist), and agree to issue a mechanical license for their share of the composition hereunder in accordance therewith, as well as free synch licenses for any promotional videos embodying the compositions hereunder.

(d) The royalty rate for any streaming usages hereunder shall be a percentage of Client's Net Profits equal to the Producer Royalty set forth in paragraph 3(a) above

4. TERM

The term of this Agreement shall commence as of the date hereof and shall continue for the length of the copyright, as extended.

5. GRANT OF RIGHTS

(a) Master shall be the sole property of Client throughout the universe, free from any claims whatsoever by Company and Client shall have the exclusive right to copyright such Master (as "sound recordings") in its name as the owner and author thereof and to secure any and all renewals and extensions of such copyrights. The copyright of the Controlled Composition shall be co-owned and registered by Client in accordance with Schedule A.

(b) Without limiting the generality of the foregoing, Client and any person authorized by Client shall have the unlimited exclusive right, throughout the universe, to manufacture records by any method, now or hereafter known, be it physical or digital, derived from the Master hereunder, and to sell, market, transfer or otherwise deal in the same, under any trademarks, trade names and labels, or to refrain from such manufacture, sale and dealing. Such rights shall exist for the life of this Agreement.

(c) Client has the exclusive right to distribute the Master (or to engage a third-party to distribute the Master) directly to consumers by means of any and all media, including, without limitation, by means of electronic transmissions.

(d) Client and any Person authorized by Client each shall have the exclusive right throughout the universe, and may grant to others the right, to reproduce, print, publish, or disseminate in any medium, Company's approved name, officers and owners, pictures, likenesses and biographical material as news or information, or for the purposes of trade, or for advertising purposes in connection with the Master hereunder. As used in this Agreement, "name" shall include, without limitation, any and all professional names.

6. ACCOUNTING AND PAYMENT

Client shall account to Company on a semi-annual basis starting December 31st of the year of the date of this Agreement, and continue so long as the Master is commercially exploited, by furnishing statements and any payments due to Company after deduction of permissible Expenses. Each such accounting statement shall include a description of any transaction subject to this Agreement including identification of any third party, the amount paid and the nature of the products and/or services for which payment was made. Each such accounting statement shall cover all relevant transactions for the immediately preceding semi-annual period.

7. AUDIT

(a) Company shall have the right upon thirty (30) days advance written notice to Client to engage a certified accounting professional to inspect Client's books and records at Client's normal place of business during normal business hours, as the same may relate specifically to the royalties payable to Company hereunder, provided that Company shall not have the right to inspect Client's distributors' books or records (if any). Without limiting the foregoing, if Client audits its distributors' books and records (if any) and recovers additional royalties for the Master, Client shall promptly pay Company Company's share of such royalties after such recovery is received by or credited to Client, after deduction of a proportionate share of the costs of such audit. Company's royalties, if any, shall be sent to the address above. Any change in Company's address must be provided in writing to Client at least fifteen (15) days before any applicable and scheduled payment date.

(b) Company acknowledges that Client's books and records contain confidential trade information. Neither Company nor Company's representatives (including the accountants conducting any such audit) will communicate to others, or use on behalf of any other person, any facts or information obtained as a result of such examination of Client's books and records, except as may be required by law or judicial decree.

8. LEGAL COUNSEL

Client hereby acknowledges that it has sought and received legal advice from independent counsel or that it has voluntarily waived his/her or its right to independent counsel with respect to the terms and provision contained in this Agreement.

9. INDEPENDENT CONTRACTOR

Company and Client shall have the relationship of independent contractors. Nothing herein shall be construed to place Company and Client in the relationship of principal and agent, employer and employee, master and servant, partners, or joint ventures, and neither party shall have expressly or by implications, represented themselves as having any authority to make contracts in the name of, or binding on, each other, or to obligate the other in any manner.

10. NOTICES

Notices, reports, accountings or other communication which the Company or the Client may be required or desire to send to the other, must be delivered EITHER by

(a) Certified mail, return receipt requested to the parties at the addresses first written above or other address to be designated by Company or Client.

(b) Electronic mail at the following addresses: (i) for Client: _____@____.com
(ii) for Company: support@pinkfader.com.

11. GOVERNING LAW

This Agreement is made, and is to be construed under the laws of the State of Georgia with respect to contracts to be executed and performed in this State, and the courts of Georgia shall have exclusive jurisdiction thereto.

12. ENFORCEMENT

If any provision of this Agreement shall be found invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of this Agreement.

13. WARRANTIES AND REPRESENTATIONS

(a) Client warrants and represents that it has the authority and power to grant the rights granted herein, that Client's contribution to the Master will be entirely original, and that the use thereof shall not infringe upon the rights of any person, firm, or entity.

(b) Company further warrants that no so-called samples (i.e., third-party copyrighted material) are contained and/or embodied within the Master. If it is later determined that samples have been utilized in the production of the Master, Company will fully indemnify and hold Client, Artist and their respective licensees harmless from any liability as a result of such uses in accordance with this Agreement.

14. INDEMNIFICATION

(a) Company hereby agrees to and does indemnify, save, and hold Client harmless from all damages, liabilities, costs, losses and expenses (including legal costs and reasonable attorney's fees) arising out of or connected with any claim, demand, or action by a third party which is inconsistent with any of the warranties, representations, or covenants made by Company in this Agreement.

(b) Company agrees to reimburse Client, on demand, for any payment made by Client or Client's designee(s) at any time with respect to any such damage, liability, cost, loss or expense to which the foregoing indemnity applies.

(c) Client agrees to indemnify and hold Company (in any capacity, including without limitation, Company's publishing designee, if applicable) and each of Company's respective successors, assigns, agents, companies, and licensees and its respective affiliates and assigns harmless from all damages, liabilities, costs, losses and expenses (including legal costs and reasonable attorney's fees) arising out of or connected to the

Master and the Controlled Composition (excluding Company's and Company's writers contributions thereto).

(d) Client agrees to indemnify and hold Company (in any capacity, including without limitation, Company's publishing designee, if applicable) and each of Company's respective successors, assigns, agents, companies, and licensees and its respective affiliates and assigns harmless from and against any claims that are inconsistent with the foregoing, or with any representations, obligations, or agreements in this Agreement.

(e) Without limiting the generality of the foregoing, the amount of any monies payable to Client hereunder may be reduced by the amount of any liability to which the foregoing indemnity relates. In addition, payment of such monies may be withheld pending the determination of any claim to which the foregoing indemnity relates, provided that the amount so withheld shall not exceed a good-faith estimate of the amount of the potential liability involved.

ACCEPTED AND AGREED:

Client's Name (or Authorized Signatory for Company, if applicable)

Authorized Signatory for Company

Donovan Jarvis, Owner

Authorized Signatory for Company

Bryan Rivera, Owner

SCHEDULE A

SPLIT SHEET

This Document represents the agreement ("Agreement") between _____ (Co-writer) and _____ ("Artist") regarding the percentage splits of compositions ("songs") listed herein and the mechanical license for use of same songs.

Song Title: _____

Date _____ (if more than one day, include each day):

Recording Artist: _____

Record Label: _____

Studio Name: _____

Studio Address: _____

Studio Phone Number: _____

Sample: YES NO (Circle one)

Album and Artist where Sample originated (if any):

Composer/Writer 1:

Address: _____

Phone: _____

Publishing Company (if a 3rd party is entitled to a % of Publishing, list this party's information as well):

_____ Publishing %: _____

_____ Publishing %: _____

Affiliation: ASCAP BMI SESAC (Circle one)

Ownership %: **Lyrics:** _____ **Music:** _____

Co-Writer shall issue or cause his/her or its publishing designee to issue to _____ or his/her or its designee a first use mechanical license at the same rate (on a pro rata basis) in accordance with the statutory rate or on the same terms and conditions as are contained in any recording or distribution or any other agreement between Artist and any third party.

Writer/Composer Signature _____

CAE/Social Security # _____

Birthdate _____

Composer/Writer 2:

Address: _____

Phone: _____

Publishing Company (if a 3rd party is entitled to a % of Publishing, list this party's information as well):

_____ Publishing %: _____

_____ Publishing %: _____

Affiliation: ASCAP BMI SESAC (Circle one)

Ownership %: Lyrics: _____ Music: _____

Co-Writer shall issue or cause his/her or its publishing designee to issue to _____ or his/her or its designee a first use mechanical license at the same rate (on a pro rata basis) in accordance with the statutory rate or on the same terms and conditions as are contained in any recording or distribution or any other agreement between Artist and any third party.

Writer/Composer Signature _____

CAE/Social Security # _____

Birthdate _____

Composer/Writer 3:

Address: _____

Phone: _____

Publishing Company (if a 3rd party is entitled to a % of Publishing, list this party's information as well):

_____ Publishing %: _____

_____ Publishing %: _____

Affiliation: ASCAP BMI SESAC (Circle one)

Ownership %: Lyrics: _____ Music: _____

Co-Writer shall issue or cause his/her or its publishing designee to issue to _____ or his/her or its designee a first use mechanical license at the same rate (on a pro rata basis) in accordance with the statutory rate or on the same terms and conditions as are contained in any recording or distribution or any other agreement between Artist and any third party.

Writer/Composer Signature _____

CAE/Social Security # _____

Birthdate _____

Composer/Writer 4:

Address: _____

Phone: _____

Publishing Company (if a 3rd party is entitled to a % of Publishing, list this party's information as well):

_____ Publishing %: _____

_____ Publishing %: _____

Affiliation: ASCAP BMI SESAC (Circle one)

Ownership %: Lyrics: _____ Music: _____

Co-Writer shall issue or cause his/her or its publishing designee to issue to _____ or his/her or its designee a first use mechanical license at the same rate (on a pro rata basis) in accordance with the statutory rate or on the same terms and conditions as are contained in any recording or distribution or any other agreement between Artist and any third party.

Writer/Composer Signature _____

CAE/Social Security # _____

Birthdate _____

Composer/Writer 5:

Address: _____

Phone: _____

Publishing Company (if a 3rd party is entitled to a % of Publishing, list this party's information as well):

_____ Publishing %: _____

_____ Publishing %: _____

Affiliation: ASCAP BMI SESAC (Circle one)

Ownership %: Lyrics: _____ Music: _____

Co-Writer shall issue or cause his/her or its publishing designee to issue to _____ or his/her or its designee a first use mechanical license at the same rate (on a pro rata basis) in accordance with the statutory rate or on the same terms and conditions as are contained in any recording or distribution or any other agreement between Artist and any third party.

Writer/Composer Signature _____

CAE/Social Security # _____

Birthdate _____