This agreement is entered into as of this **\_\_\_\_\_\_\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_\_\_\_\_**, 2022, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “Recipient") and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “Contractor”). The parties hereby agree as follows:

1. Recipient hereby engages Contractor’s services and Contractor hereby accepts such engagement to perform, without limitation, at rehearsal sessions and phonograph recording sessions for the purpose of creating the following master and/or demonstration recordings entitled:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and credit for the Contractor’s work shall read\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. Contractor agrees to diligently, competently and to the best of Contractor’s ability, experience and talent perform to Recipient’s satisfaction all of the services required of Contractor hereunder.
3. Conditioned upon Contractor’s full and faithful performance of all the terms and provisions hereof, Recipient shall pay Contractor the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_ for the song as full and complete consideration for Contractor’s services hereunder. Payment shall be made upon full performance by Contractor and the signing of this Agreement. No other consideration or payment shall be due to Contractor other than the amount specified in this Paragraph.
4. Contractor agrees that his/her performances shall be considered as works made for hire for Recipient, as contemplated and defined in Section 101 of the United States Copyright Act. Accordingly, Contractor hereby grants to Recipient, its successors and assigns, absolutely and forever, all rights of every kind and nature in and to the results and proceeds of Contractor’s services and performances for any and all copyright terms and all extension and renewal terms of copyright whether now known or hereafter created throughout the world, and for all uses and purposes whatsoever and free from the payment of any royalty or compensation whatsoever other than as herein provided. Recipient shall accordingly have the sole and exclusive right to copyright the sound recording under Recipient’s name as the sole artist and author thereof.
5. Contractor hereby warrants, represents, and agrees that Contractor is not under any disability, restriction, or prohibition, whether contractual or otherwise with respect to Contractor’s right to execute this contract, to grant the rights granted hereunder, to perform each and every term and provision required to be performed by Contractor hereunder. No materials, ideas or other properties furnished by Contractor and utilized by Recipient will violate or infringe upon any common law or statutory right of any person, firm, corporation, including without limitation contractual rights, copyrights and rights of privacy and/or publicity. Contractor shall hold Recipient harmless and hereby agrees to indemnify Recipient for all costs, including court costs and attorney fees incurred by Recipient in connection with any breach of the above warranties and representations by Contractor.
6. Contractor acknowledges and agrees that nothing in this agreement shall obligate Recipient to employ or otherwise engage Contractor’s services in connection with any other recording agreement.
7. Contractor acknowledges and agrees that if s/he provides musical equipment or other property of any nature in connection with services required hereunder, Recipient shall not be liable for any loss or damage to such equipment or property.
8. This agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings and discussions. No modification, amendment, waiver, termination or discharge of this agreement or any of its terms or provisions shall be binding upon either party if not confirmed by a written instrument signed by Recipient and Contractor.
9. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.
10. The validity, construction and effect of this agreement shall be construed according to the laws of the state of Tennessee. A court of competent jurisdiction of Davidson County will have exclusive jurisdiction of any controversies regarding this agreement and the parties hereto consent to such jurisdiction. In the event of any legal dispute or action regarding this agreement, the prevailing party shall be entitled to recover all legal fees and court costs.
11. This Agreement shall be signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This Agreement is effective as of the date first above written.

RECIPIENT:

Name

Company

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACTOR:

Name

Company

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_