



ALBUM PRODUCTION CONTRACT

This three (3) page agreement is entered into this _____ day of _____ 2015 by and between _____ (herein known as "THE CLIENT") and **BARCLASION MUSIC** (herein known as "THE COMPANY"), 919 Tuscanny Street, Brandon, FL 33511 for the tendering of services in connection with the CD album production titled _____.

IN CONSIDERATION of the mutual covenants herein contained, the parties hereto agree as follows:

- 1) The Company will produce _____ songs to be included in a CD album.
- 2) Responsibilities in producing this album include; Producing, Arranging, Musical Performance, MIDI Sequencing, Charting, Hiring of outside talent such as vocalists and other instrumentalists, Recording and Mixing.
- 3) Production fees for the said project are as follows:

Producer Fees - _____

Outside Talent Fees - _____

Digital delivery of mp3s - ___FREE_____

Final Mixes CD - _____

Mailing Costs - _____

TOTAL PRODUCTION COSTS - _____

- 4) A NON-REFUNDABLE retainer fee of _____ is due prior to commencing the said project. This amount is deducted from the total bill at the end of the project.
- 5) The proposed start time of the project is _____ with a completion date of _____. Within this time frame both the company and the client agree to be available within reason for session dates concerning this project.

- 6) Most of the work, if not all, will be done at Barclasion Music studios. However, if an outside studio is required, then the client is responsible for fees / costs that are incurred from those services.
- 7) **SONGWRITING OR CO-WRITING** – Should Barclasion Music be asked or required to participate in any songwriting or co-writing duties, then a separate publishing agreement will be drawn up .
- 8) **BARCLASION MUSIC** will provide a finished NON-Mastered product. Third party vendors can be suggested for providing Mastering and mass duplication services. Barclasion Music does NOT provide these types of services.

THE CLIENT is responsible for providing and agrees to the following items:

- 9) The necessary non-refundable good-faith retainer fee which is deducted from the final bill at the completion of the project.
- 10) The client will meet with the company prior to beginning the project to discuss direction of the project, recording procedures, arrangements, outside talent, availability for sessions, policies of the company and any other topics related to production of the said project.
- 11) The client hereby warrants that any original compositions written by the client contained in this project are original works and Barclasion Music will be held harmless in the event any copyright infringements have been violated by the client. Furthermore, the client is responsible for obtaining and paying for any licenses of “cover” songs held by other publishers, or payment of license to third party composers for recordings of their original works. Barclasion Music is held harmless in the event the client fails to pay these publishing royalties.
- 12) The client agrees to give proper credit on any product that is sold to the public in tangible format to the company, producers, composer, musicians, vocalists and publishers who participate on the project. Types of products include CDs, DVDs, and any downloadable digital file.
- 13) Should the client end the project at any point after production has begun, the client will be billed \$50/hr for the hours accumulated to that point, plus any talent fees, outside studio time, or any other expenses related to the said project. NO master files will be delivered likewise. A written agreement signed by both parties must be delivered by the client to terminate this contract.

- 14) Once the project has been completed, the balance due MUST be paid in FULL by the client BEFORE any master files / CDs are handed over by the company.
- 15) POINTS – Once the client has reached 20,000 sales of product including combinations of CDs and digital product, then the producer will receive 1% of sales from this point forward. Royalties from the sales will be paid in quarterly increments ending in the months of March, June, September, December.

I have read and agree to all the terms in this agreement.

(Representative of Barclasion Music)

(Date)

(The Client)

(Date)