



PRODUCTION CONTRACTUAL AGREEMENT

This Music Producer Contract (this "PRODUCTION CONTRACTUAL AGREEMENT") is the sole and complete agreement between **MedyLandia**, legal name **Mederic-Oliver Capellan-Themens** with an e-mail address medylandia@gmail.com (hereinafter referred to as the "Producer")

AND

_____, legal name _____ with an e-mail address _____ (hereinafter referred to as the "Artist") for the Producer's services in producing master recordings (hereinafter referred to as a "Masters") for and of the Artist.

In consideration of the premises above and of the mutual covenants and commitments contained in this Music Producer Contract, the parties hereto, consisting of the Producer and the Artist, agree as follows:

1. ENGAGEMENT

The titles of each track to be produced by the Producer are as follows:

- 1.1 The Producer shall use best efforts to produce the Masters, and such production efforts shall occur at times convenient for the Producer and the Artist.
- 1.2 Upon completion of the Masters the Producer will deliver the final product to the Artist with an agreed split sheet.

2. PAYMENT AGREEMENT

- 2.1 In consideration of the Producers services, the Artist will pay the Producer a non-refundable deposit of 50% of the agreed deal prior to the debut of the project. After the approved mix, the Artist will pay the full balance of the remaining amount so that the Producer proceeds to the mastering.
- 2.2 Each production is composed of a maximum of three (3) sessions of four (4) hours, which include recording/studio time, an original instrumental, the mixing and the mastering of the project(s).
- 2.3 Under no circumstances can an un-mastered version of the Master be released or used without the legal consent of the Producer.
- 2.4 Until such time as payment is rendered by the Artist, the recordings of the Master(s) will remain the property of the Producer.
- 2.5 The complete payment empowers the Artist to the exclusive right to own the Master(s).

3. CONTRACT TERMINATION

- 3.1 Artist and/or Producer may at anytime terminate production of Recordings.
- 3.2 In the event of termination of this *Studio Production Contractual Agreement*, the Artist must pay the Producer for all work completed and any work in progress.
- 3.3 To be binding and in full effect, termination by either party must be in writing, signed, dated, notarized, and delivered by party seeking termination.
- 3.4 Termination of production of recording shall not in any way alter, amend, or eliminate any rights Artist or Producer have to royalties, publishing, applicable credit for recording, producing, engineering, song ownership, or any other rights, privileges or benefits.

4. REGISTER / COPYRIGHTS / PUBLISHING

- 4.1 The Artist will ensure that any and all commercialization of the Masters will give credit and an agreed % to the Producer as the producer and the engineer of the Masters.
- 4.2 In the event the Masters are used as part of Artist's effort to obtain a recording agreement, and Artist obtains such an agreement with a record company, Artist shall be obligated to engage Producer for the entire term of said contract with said

- 4.3 In the event said record company or Artist wish to terminate production relationship with Producer, Artist must pay the sum of _____ (\$ _____) Dollars to terminate relationship.
- 4.4 In the event Producer is engaged to produce Artist's recordings for a record company, Producer shall be entitled to a pro-rata share of Artist's advance (based on Producer receiving a royalty of (_____ %) percent of suggested retail selling price) and a production fee of _____ (\$ _____) Dollars.
- 4.5 In the event Producer is not engaged to produce Artist's recordings for a record company, and one (1) or more of the Masters (even though re-mixed or edited) is commercially released by record company, Producer shall be entitled to a pro-rata share of producer's royalties from the sale of any such records embodying the Masters (or any of them), based on the ratio that the number of Masters bears to the total number of recordings embodied in said record.
- 4.6 Producer must be included as a **main artist** by the Artist/Distributor on all digital platforms.
- 4.7 Indie Artist or Distributor is responsible to share a sales report every three (3) months to the Producer.

5. GENERAL

Any and all modifications or additions to this agreement may not be altered without the expressed written consent of all Parties involved. The rights and obligations of the Parties hereunder which by their nature extend beyond termination of this PRODUCTION CONTRACTUAL AGREEMENT will remain in effect until fulfilled, will survive termination, and will bind the Parties and their successors and assigns, if any. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

***Notes and Requested Conditions:**

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The signatures below confirm all Parties involved understand this Agreement in full and feel it is fair and just.

Accepted and agreed on the _____ day of _____ 20_____.

Artist(s)

Executed on the _____ day of _____ 20_____.

Producer

PACKAGE DEALS

Please ✓ your deal

One (1) full production
\$ 1,200.00

Three (3) full productions
\$ 3,300.00

Five (5) full productions
\$ 5,000.00

(save \$300)

(save \$1000)