

Deal Memo

Recording Artist to Record Company

4/25/2017

Jack Hilton

I represent the artist/writer,

The following outline is a proposition for a publishing deal between Artist/Writer and Record Company (Record Co.)

EXCLUSIVITY:

Artist will be bound in exclusive contract with Record Co. Entirety of contract and parts thereof will be exclusive, meaning Artist may not create works for other companies without consent of Record Co. in any Territory in the universe. ¹

TERM:

- A. The term of this agreement shall begin on May 1st, 2017, 12:00:00AM, EST, and continue for a period ending on the final day of the 9th complete month following the final Master delivery.²
- B. Record Co. has authority to extend length of term for 3 consecutive separate options, each equal to the term of the initial period stated in part A. ³

TERRITORY:

All sections of this contract that grant Record Co. rights or use of any works or services provided by Artist, grant rights or use of works and/or services anywhere in the universe.⁴

¹ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education , 2008. Print. Pg. 286

² Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education , 2008. Print. Pg. 286

³ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education , 2008. Print. Pg. 287

⁴ Original Idea

COMMITMENT/DELIVERY

- A. During each term Artist is required to deliver a sufficient number of Masters to fulfill the required number of EPs as follows:
- a. Initial Period: 1 EP (The first EP)
 - b. First Option Period: 1 EP (The second EP)
 - c. Second Option Period: 1 EP (The third EP)⁵
- B. The definition of an EP in the context of this agreement carries out as follows:⁶
- a. "EP" - a group of original works by Artist containing no less than 4 works and no more than 6 works.
 - b. Artist will be responsible for monetary losses on EPs containing less than 4 works and Record Co. will not be responsible for providing any services for, or paying any advances/royalties on any of the songs on the EP that occur past the sixth song.
- C. Artist shall deliver each EP within 9 months of the applicable contract period. Artist shall not deliver any EPs within 4 months following delivery of previous EP.⁷

RECORDING PROCEDURE/PRODUCER SERVICES

- A. Prior to recording sessions for each EP, Artist and Record Co. shall come to mutual agreement on selection of producer including financial terms with producer, selection of

⁵ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education, 2008. Print. Pg. 288

⁶ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education, 2008. Print. Pg. 289

⁷ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education, 2008. Print. Pg. 289

material including number of compositions recorded, vocal artists to be featured on certain works, and dates and locations of recording and mixing and mastering sessions.

B. Artist must submit a written request to Record Co., no longer than 21 days prior to recording, with a recommended recording cost and detailed reasons for the amount.⁸

C. Artist must create, in each and every recording session, only original works which have not been created before the time of recording exclusively for the EP.⁹

TOUR SUPPORT

Record Co. must provide support for artist touring in the event that Artist does not require producer fees or recording costs. Artist will deliver a written tour request to Record Co. no longer than 48 hours after EP has been delivered. Artist will then deliver detailed recommendation for touring costs as well as desired touring locations. The final decision will be up to Record Co. if both parties cannot come to a general consensus.¹⁰

GRANT OF RIGHTS

A. All recordings from Artist under this document's requirements and expectations shall be property of Record Co. Record Co. shall have the exclusive right throughout territory to copyright of all recorded works as author and owner.

B. Record Co. has exclusive right to use Artist's name and likeness without additional compensation to Artist.

⁸ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education, 2008. Print. Pg. 290

⁹ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education, 2008. Print. Pg. 292

¹⁰ Original Idea

C. Record Co. shall have right to create and be sole owner of website under Artist's name during the entirety of the term. ¹¹

CREATIVE/MARKETING MATTERS

A. During entirety of term, all photographs and biographical material or Artist shall be used solely with the discretion of Artist. ¹²

B. Considering all provisions under this document have been properly withheld, Artist agrees that Record Co. may commercially release EPs anywhere in the designated territory within 30 days of mutual agreement upon EP release works, art, video, and any other matter to be agreed upon prior to release. ¹³

ADVANCES/RECORDING COSTS

A. In accordance with the first EP, the Recording Fund shall be \$25,000.00 USD. This fund shall be paid as follows:

a. Twenty-five percent (25%) shall be paid to Artist following the execution of this agreement.

b. The balance of such recording fund shall be paid to Artist by Record Co. after deducting all recording costs or other costs in connection with the first EP. ¹⁴

B. The recording funds for each EP after the first shall be paid following payment methods mentioned above for the first EP

¹¹ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education , 2008. Print. Pg. 294-295

¹² Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education , 2008. Print. Pg. 298

¹³ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education , 2008. Print. Pg. 300 / Original Idea

¹⁴ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education , 2008. Print. Pg.303

ROYALTIES/DEDUCTIONS

- A. Artist shall receive 90% of the statutory mechanical royalties for the first EP throughout the entire term. The other 10% shall be received by Record Co. Each consecutive term will transfer another 10% of Artist's statutory mechanical royalties to Record Co.'s royalty percentage. This means the second EP will be 80% Artist, 20% Record Co., and third EP will be 70% Artist, and 30% Record Co. All royalty rates will transfer to the third EP's royalty split of 70/30 exactly 1 month after the date of the third EP's release.¹⁵
- B. No deductions of any sort will be deemed necessary therefore no extra costs will be owed to Record Co. by Artist.¹⁶

STATEMENTS/PAYMENTS

- A. Within sixty (90) days after June 30th and December 31st of each year during which Artist's records are sold, Record Co. shall produce a statement containing all royalties made from Artist during that year. Record Co. shall pay Artist all royalties shown after deducting costs for Advances prior to production of the statement.¹⁷
- B. Record Co. may contain all Artist's royalties under all agreements with Record Co. in one single account. Record Co. may hold funds against Artist from past earnings if funds are owed due to future recordings.¹⁸

¹⁵ Original Idea

¹⁶ Original Idea

¹⁷ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education, 2008. Print. Pg. 316

¹⁸ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education, 2008. Print. Pg. 317

EVENT OF DEFAULT

If Record Co. does not comply with all provisions and terms under this agreement, Artist has the ultimate right to terminate agreement without loss of earnings either past or future. Artist regains ownership of all works following such event and may be relieved from his/her exclusivity to Record Co.¹⁹

VIDEOS

Record Co. does have exclusive right to creation and or production of any visual works pertaining to any work created by Artist under Record Co. Record Co. must consult with Artist in event of creation or production of visual works pertaining to Artist's work under Record Co. and Artist and Record Co. must agree on any such visual works. Record Co. holds ability to grant Artist exclusive permission to create or produce visual works pertaining to Artist's work under Record Co. through any third party means approved by Record Co.²⁰

ARTWORK

- A. Record Co. must consult with Artist to determine how any still visuals for use with Artist's works shall be created and provided. If Artist is unable to find or create artwork for his/her works then Record Co. is responsible for hiring someone to create or creating artwork for Artist's works.²¹

¹⁹ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education , 2008. Print. Pg. 324

²⁰ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education , 2008. Print. Pg. 332 / Original Idea

²¹ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education , 2008. Print. Pg. 340

B. Record Co. cannot be held responsible for any copyright infringement or any other legal ramifications of artwork created or provided by Artist for Artist's works.²²

MERCHANDISING

Record Co. and Artist agree that Record Co. and Artist are not currently subject to any contract granting any person the right to create or sell products that use Artist's name or likeness. If during the term Record Co. or Artist decide to grant merchandising rights to outside party, Record Co. and Artist shall negotiate merchandising contract with outside company. If after negotiations Record Co. and Artist have not come to an agreement on terms of the contract then the contract with outside party shall not be entered into.²³

*This agreement shall be deemed to have been made in the state of New York and therefore be held to New York State Laws and Regulations.*²⁴

This has been a prospective contract agreement between Artist and Record Co. It is open to negotiation so if you have any concerns or amendments please notify us and we can negotiate this further.

Sincerely,

- Jack Hilton (*Artist Representative*)

²² Original Idea

²³ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education , 2008. Print. Pg. 348

²⁴ Halloran, Mark, Esq. *The Musician's Business and Legal Guide*. 4th ed. Upper Saddle River: Pearson Education , 2008. Print. Pg. 351