

# ALBUM PRODUCTION CONTRACT

This two (2) page agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ by and between \_\_\_\_\_ (herein known as **the client**), and **Barclasion Music** (herein known as **the company**), 4414 Horseshoe Pick Lane, Valrico, FL 33594, for the tendering of personal services in connection with the CD album production of \_\_\_\_\_.

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

- 1) **Barclasion Music** will produce \_\_\_\_\_ songs, of which \_\_\_\_\_ will be included on a CD album.
- 2) Responsibilities in production of 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 - \_\_\_\_\_

CDs/cass tape, etc. - \_\_\_\_\_

Mailing Costs - \_\_\_\_\_

**TOTAL PRODUCTION COST** - \_\_\_\_\_

- 4) A NON-REFUNDABLE retainer fee of \_\_\_\_\_ is due prior to commencing of 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 client agree to be available within reason for session dates concerning this project. The Producer fees include \_\_\_\_\_ hours of session time. Should the project run over the projected number of hours, the client is subject to an hourly fee of \$50/hr.
- 6) Most if not all work will be done at Barclasion Music's Higher Ground Studios. However, if an outside studio is required then the client will be billed for those costs.
- 7) SONGWRITING OR CO-WRITING - Should Barclasion Music be asked or required to participate in any songwriting or co-writing responsibilities, then a separate agreement will be signed concerning publishing with Barclasion Music BMI.
- 8) **Barclasion Music** will provide a finished NON-Mastered product. Third party vendors can be suggested for providing Mastering and mass duplication. However, Barclasion Music does NOT provide these types of services.

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**The Client** is responsible for providing and agrees to the following items;

1. The necessary non-refundable good-faith retainer fee which is deducted from the final bill at the completion of the project.
2. 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.
3. 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 licenses 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.
4. The client agrees that proper credit will be given to the company, producers, composers, musicians, vocalists and publishers who participate on the work indicated on page one, on any product that is made available for public consumption. This includes but is not limited to CDs, cassettes, DVDs, VHSs and any downloadable product.
5. 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 tapes will be delivered likewise. A written agreement signed by both parties must be delivered by the client to terminate this contract.
6. Once the project has been completed, the balance due **MUST** be paid in **FULL** by the client **BEFORE** master tapes/CDs are handed over by the company, unless other written agreements have been made for method of payment.

The total amount of \$\_\_\_\_\_ is due for services rendered. Payment is due upon receipt of the final product minus the retainer fee paid up front.

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

_____	_____
(Representative of Barclasion Music)	Date
_____	_____
(The Client)	Date