

## **SERVICE AGREEMENT BETWEEN A PRODUCER AND ARTIST**

This agreement (the "Agreement") is entered into as of [Date] (the "Effective Date") between [Artist Name] (the "Artist") and [Producers Name] (the "Producer").

### **SERVICES PROVIDED BY THE PRODUCER**

The Producer will provide the following services to the Artist (the "Services"):

- a. Attend and participate in studio sessions with Artists.
- b. Provide production for potential songs for Artist.

### **PUBLISHING ROYALTIES**

The Producer shall receive a percentage of mechanical royalties and synch licensing revenue, which is not contingent on recoupment of recording, production, and marketing costs associated with the Master.

### **SOUNDEXCHANGE ROYALTIES**

The featured Artist will submit a Letter of Direction to pay a portion of the Artist's sound recording performance royalties to Producer involved in the creative process.

### **CREDIT**

The Artist will ensure that any and all commercialization of the Song(s) will give credit to the Producer as the Producer of the Song(s).

### **ADDITIONAL CREDITS (AS APPLICABLE)**

The Artist will ensure that the Producer is credited as a musician so Producer can register Master with SAG-AFTRA.

### **STUDIO SESSION FEE**

In consideration of the Services provided by the Producer, the Artist agrees to pay the Producer a session fee of [Session Fee Amount] per day of studio session work.

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### **PRODUCER FEE & POINTS**

Artist will pay the Producer a recoupable fee of [Insert Producer Fee Amount] and a Master royalty rate of [Insert Points Amount]% per Master. Until such time as payment is rendered by the Artist, no rights shall be deemed granted hereunder.

### **PAYMENT TERMS**

The Artist agrees to pay the Studio Session fee within 14 days and the Producer Fee within 30 days of receiving the invoice.

### **TERM AND TERMINATION**

This Agreement will commence on the Effective Date and will continue until terminated by either party upon written notice. Either party may terminate this Agreement at any time with or without cause.

### **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the [State/Province] without giving effect to any choice of law or conflict of law provisions.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.**

### **ACCEPTED & AGREED:**

Songwriter Name

Signature

Date

Artist Name

Signature

Date

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