

**SilverCreek Record's**  
**Publishing Studio**  
**ARTIST PRODUCER AGREEMENT**

Date: \_\_\_\_\_

This shall serve as the sole agreement between \_\_\_\_\_ (hereinafter referred to as "Producer") for services in producing Master Recordings, (hereinafter referred to as "Masters") for and of the recording artist(s) professionally known as \_\_\_\_\_ (hereinafter referred to as "Artist").

1. The term of this agreement shall commence as of the date hereof and shall continue until the completion of Producer's services.

2. (a) Recording sessions for the Masters shall be conducted by Producer under this Agreement at such times and places as shall be mutually designated by Artist and Producer. All individuals rendering services in connection with the recording of Masters shall be subject to Artist's approval. Artist shall have the right and opportunity to have Artists representatives attend each such recording session. Each Master shall embody the performance by the Artist of a single musical composition designated by the Artist, and shall be subject to Producers approval as technically satisfactory for the manufacture, broadcast and sale of phonorecords, and, upon Artists request, Producer shall re-record any musical composition or other selection until a Master technically satisfactory to Artist shall have been obtained, provided additional production costs will be paid by Artist. Producer agrees to begin preproduction, rehearsals, and recording on \_\_\_\_\_, 20\_\_\_\_.

(b) Producer shall deliver to Artist a two-track stereo tape suitable for duplication and manufacture of phonorecords for each Master. All original session tapes, rough mixes and any derivatives or reproductions thereof shall also be delivered to Artist, or, at Artists election, maintained at a recording studio or other location designated by Artist, in Artists name and subject to Artists control.

3. All Masters produced hereunder, from the inception of the recording thereof, and all phonorecords and other reproductions made therefrom, together with the performances embodied therein and all copyrights therein and thereto, and all renewals and extensions thereof, shall be entirely Artists property, free of any claims whatsoever by Producer or any other person or person engaged in the production of the Masters. (It being understood that for copyright purposes Producer and all persons rendering services in connection with such Masters shall be Contractors for hire).

4. (a) Conditioned upon Producer's full and faithful performance of all the terms and provisions hereof, Artist shall pay Producer, as an advance recoupable by Artist from any and all royalties payable by Artist to Producer hereunder, the sum of \$ (250.00)

DOLLARS payable upon commencement of recording, and the balance upon the delivery to you of the Masters.

(b) Notwithstanding anything contained in (a) above to the contrary:

(i) in the event the Masters are released on any label other than (SilverCreek Record's Publishing) or it's subsidiary or affiliate label or labels, Producer shall not receive a royalty in connection with the sale of such records;

(ii) in the event the Masters are released on the (SilverCreek Record's Publishing) label or a subsidiary or affiliate label, Producer shall be paid in respect to the sale of such phonorecords a royalty rate of three percent (3%) of the suggested retail price of each phonorecord sold and paid for in the United States. Payments of royalties from foreign sources shall be ONE HALF of the United States royalty rate. All fees paid to Producer hereunder shall constitute recoupable advances which shall be recouped prior to further payment of royalties.

5. Producer has agreed to assist Artist in presenting the Masters to major record companies in pursuit of a record production agreement with a major label. Producer understands that Artist will also be presenting the Masters to major labels and that Producer will not be Artists exclusive representative. Therefore, Producer agrees to notify Artist prior to making any formal contact with representatives of any major record company on Artists behalf in order to coordinate respective efforts and agrees to contact on Artists behalf only those companies mutually agreed upon. In the event Artist enters into a record production agreement with a major label for the Masters recorded hereunder and the further services of Artist as a result of substantial efforts and negotiations by Producer with such company within the period of ONE YEAR following the completion of the Masters Artist agrees to pay Producer a commission of one hundred (100%) of the actual cash advances (exclusive of recording budgets) received by Producer upon execution of said agreement. A major record company as defined herein shall be a company or corporation with gross sales of one million (1,000,000) units in the current calendar year.

6. Producer hereby warrants, represents, and agrees that he is under no disability, restriction, or other incumbency with respect to his right to execute and perform the services described in this Agreement.

7. Artist shall have the right, at Artists election, to designate other producers for recording sessions with the Artist, in which event Producer shall have no rights hereunder with respect to the Masters produced at such other recording sessions.

8. Artist shall have the right, at Artists election, to assign any of Artists rights hereunder, in whole or part, to any subsidiary, affiliated, or related company, or to any person, firm or corporation acquiring rights in the Masters produced hereunder.

9. (a) This contract sets forth the entire understanding of the parties hereto relating to the subject matter hereof. No amendment or modification of this contract shall be binding unless confirmed in writing by both parties.

(b) Artist shall not be deemed to be in breach of any of Artists obligations hereunder unless and until you have given Artist specific written notice of the nature of such breach and Artist have failed to cure such breach within thirty (30) days after Artists receipt of such notice.

(c) Nothing herein contained shall constitute a partnership or joint venture between Artist and Producer.

(d) This contract has been entered into in the State of Kentucky, and its validity, construction, interpretation, and legal effect shall be governed by the laws of the State of Kentucky.

(e) This contract shall not become binding and effective until signed by Artist and Producer.

James Troy Flinchum  
**PRODUCER**

Agreed and Accepted:

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**ARTIST**

