## **CONTRACTUAL AGREEMENT**

# BETWEEN [MUSICIAN NAME] AND MAUI RECORDS

### This Contract ("Agreement") is made and entered into on this [Date] by and between:

- 1. [Musician Name] ("Musician"), whose address is [Musician Address], and
- 2. Maui Records ("Label"), whose address is [Label Address].

#### WHEREAS:

- The Musician is a musical artist who has created and owns certain musical works ("Music").
- Maui Records is a recording label that desires to represent the Musician for the purpose of promoting, distributing, and commercializing the Musician's Music.

# NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

## 1. Grant of Rights

- 1.1 The Musician retains 100% ownership of all rights to their Music, including but not limited to copyright, publishing rights, and any other intellectual property rights.
- 1.2 The Musician grants Maui Records the non-exclusive right to promote, distribute, and commercially exploit the Music during the term of this Agreement.
- 1.3 Maui Records shall not have the right to create derivative works of the Music without the express written consent of the Musician.

# 2. Revenue Sharing

- 2.1 Revenue generated from the commercial exploitation of the Music, including but not limited to sales, streaming, licensing, and any other sources, shall be distributed as follows:
  - 85% to the Musician.
  - 15% to Maui Records.
- 2.2 Payments shall be made to the Musician on a quarterly basis, within 30 days of the end of each calendar quarter.
- 2.3 Maui Records shall provide the Musician with a detailed statement of all revenue earned and expenses incurred, along with the payment.

#### 3. Term and Termination

- 3.1 This Agreement shall commence on the date of both signatures being registered and shall continue for one calendar year.
- 3.2 Either party may terminate this Agreement at any time with 30 days' written notice to the other party. Upon termination, Maui Records shall cease all commercial activities related to the Music and return all physical and digital copies of the Music to the Musician.

# 4. Confidentiality

4.1 Both parties agree to keep confidential all information related to the Music, the terms of this Agreement, and any other sensitive information shared during the course of this Agreement.

## 5. Governing Law

5.1 This Agreement shall be governed by and construed in accordance with the laws of the United States of America. Any disputes arising under this Agreement shall be resolved in the courts of [State], USA.

### 6. Miscellaneous

- 6.1 This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings.
- 6.2 Any amendments to this Agreement must be made in writing and signed by both parties.
- 6.3 If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

# 7. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Musician Name]	
Signature:	
Date:	
Maui Records	
Signature:	
Date:	