

DATED ***

BETWEEN

B-SIDE RECORDINGS

and

“ARTIST NAME”

RECORDING AGREEMENT

FROM: B-SIDE RECORDINGS

c/o BPM Live, The Old School
Stretham
Cambridgeshire, CB6 3LD
("we" or "us")

TO: *artist name and address*

("you")

DATED

[*Effective Date: 14th September 2016*]

Dear

Following our recent conversations we are pleased to confirm the terms of the agreement reached between you and us ("**the Agreement**").

1. **AGREEMENT**

You hereby agree to render your non-exclusive audio and audio-visual performances as ("**the Professional Name**") on the terms and conditions contained herein.

2. **TERRITORY ("the Territory")**

The World and the Solar System.

3. **TERM ("the Term")**

3.1 An initial period ("**the Initial Period**") terminating either twelve (12) months from the date hereof or on the expiry of one hundred and eighty (180) days after release of the *track* (as defined below) in the Initial Period (whichever shall be the earlier)

4. **PRODUCT COMMITMENT**

4.1 You hereby agree to deliver the following track to us during the Term of this agreement: (*track name here*)

4.2 Your track must be delivered in either 16 or 24 bit WAV/AIF format and un-mastered.

5. **ROYALTY RATES**

5.1 Your royalty for the exploitation of the Master (as defined in clause 13 below) will be as follows:

-Fifty per cent (50%) of our Net Receipts (as defined below) which we agree to pay to you in accordance with the terms hereof.

5.2 For the purposes of this Agreement our “**Net Receipts**” shall mean all gross receipts (excluding VAT PPL income or in the case of videos VPL income) arising from the exploitation of the Master (or videos in accordance with clause 11) throughout the Territory and received by or credited to us (“**Gross Income**”) less any and all costs expenses or other monies paid or payable by us or on our behalf at any time for which we are liable connected to the recording, manufacture, distribution, packaging, advertising, sale, promotion, plugging, marketing, licensing and/or exploitation of audio or audio visual devices embodying the Master including without limitation all recording costs, cutting costs, mastering costs, engineering, mixing and remixing costs, artwork costs, music publishing fees and all reasonable legal and accounting and other professional fees incurred in relation to all agreements for the licensing exploitation and protection of the Master (including the recovery of unpaid sums due to us in respect of the Master), sample clearance costs and fees (if any), tour support, overseas travel and accommodation costs and all royalties and fees payable to any third parties in respect of the use and/or exploitation of the Master. If any Record released by us our licensees shall be derived partly from the Master and partly from recordings not the subject of this Agreement then a fraction of such receipts in respect of such Records shall be taken into account in computing the Gross Income hereunder, the numerator of such fraction being the total number of the Master comprised therein and the denominator being the total number of all recordings on such Record.

5.3 For the avoidance of doubt you and we confirm that all Gross Income is to be first used to recover all expenses as aforesaid before payment of your percentage share of Net Receipts.

6. **ADVANCES**

You hereby acknowledge and agree no advances will be payable to you hereunder whatsoever in respect of us signing your track ([track name here](#))

7. **RECORDING COSTS AND PROCEDURE**

7.1 You shall be solely responsible for all recording costs required to deliver the Product Commitment to us.

8. **MECHANICAL ROYALTY PROVISIONS**

8.1 The compositions in which you have a publishing interest (“**Controlled Compositions**”) shall be available to us at no more than

the industry rate for the applicable country of the Territory. You procure that publishers of such Controlled Compositions shall grant to us a worldwide mechanical licence at the standard rate.

8.2 N/A

8.3 N/A

8.4 You will grant us a worldwide all media synchronisation licence in respect of music videos free of charge for promotional videos and at a fee of one hundred per cent (100%) maximum per composition for videos to use for commercial exploitation.

8.5 In the event that the statutory mechanical licence in respect of any country of the Territory is abolished you shall procure that we shall be granted an exclusive mechanical licence for such country with respect to Controlled Compositions at a rate to be agreed with us at such time being a standard or customary rates.

9. **ARTWORK N/A**

10. **RE-RECORDING**

You will not be permitted to record audio or audio-visual performances recorded for us and released during the Term of this agreement or within one (1) year thereafter for any party other than us and/or our licensees until the expiry of five (5) years after the end of the Term or one (1) year after the end of the Term in respect if the recording is not released by us and/or our licensees during the Term or one (1) year thereafter.

11. **VIDEOS**

In the event we undertake the production of a video then fifty per cent (50%) of the costs of such video will be treated as an advance against any income being due to you in respect of audio records and the other fifty per cent (50%) as an advance against any income being due to you in respect of exploitation of any video hereunder. The balance will be recoupable against the video income specified below. We and you shall have mutual approval over the storyboard, director, producer and budget. We shall pay you fifty per cent (50%) of our Net Receipts from the commercial exploitation of any video hereunder.

12. **ACCOUNTING**

We shall account to you on a half yearly basis within ninety (90) days of the end of June and December. You will have the right to audit our books and records relating solely to the sale and/or exploitation of Masters hereunder once per calendar year in respect of a particular statement which statements shall not be capable of challenge or objection by you two (2) years after the relevant statement was rendered. If such audit reveals an underpayment which

exceeds twenty per cent (20%) of the amount due to you for the period to which such audit relates we shall reimburse your reasonable costs of such audit (excluding travel, accommodation and subsistence) up to a maximum of £1,000.

13. RIGHTS IN MASTERS

13.1 *You grant and assign to us all copyright to exploit your track (**track name here**) (“**the Master**”) made hereunder for the full period of copyright including all extensions and renewals thereof throughout the Territory and all such rights include without limitation the right to manufacture sell and otherwise exploit and licence others to do the same audio and audio-visual devices (whether now known or hereafter created) embodying the Master (“**Record(s)**”) and to perform and broadcast the Master in any manner and in all media (whether now known or hereafter created) and to recompile, remix and re-edit the Master, for the benefit of any doubt this includes all digital on-line, download and streaming rights.*

13.2 You hereby grant to us all consents under the Copyright Designs and Patents Act 1988 or any re-enactment thereof to enable us to fully exploit the products of your services hereunder. You hereby agree to waive any moral rights you may have as against us or our licensees.

14. USE OF NAME

We shall have the right without liability to any person to use and reproduce the Professional Name and your legal name and approved likeness for the exploitation and promotion of audio and audio visual recordings. You confirm that the Professional Name is vested in you and use by us will not infringe any rights of third parties.

15. WARRANTIES

You warrant and represent to us that:-

15.1 you have the right to enter into this Agreement and to grant the rights granted in this Agreement;

15.2 you have the ability to perform the obligations required in this Agreement and that there are no subsisting licences for the Master in the Territory nor will you grant the same;

15.3 you have obtained all waivers, clearances and consents necessary for us to exploit and utilise the Master in any way;

15.4 *[where you comprise more than one (1) individual all covenants, warranties, undertakings, grants and acknowledgements on your part herein contained shall be joint and several unless otherwise specified and where you are a group all references to you shall include all*

members of the group collectively and each member of the group individually unless otherwise specified;]

15.5 You have taken full independent legal advice on the terms and conditions of this Agreement from a solicitor experienced in the music industry;

15.6 No recording delivered by you to us hereunder shall embody a so-called sample of either a recording or a composition and you acknowledge and agree that delivery of any recording hereunder shall not be deemed to have occurred unless and until we have approved the incorporation of such sample in the recording and you have also delivered to our satisfaction an appropriate and fully executed sample clearance.

16. **INDEMNITY**

You shall indemnify us and hold us harmless from all claims, demands, losses and expenses made against us arising from any breach by you under this Agreement. If we have a claim against you we shall be entitled to withhold from sums due to you hereunder any amount reasonably sufficient to meet such claim and for a reasonable period of time.

17. **NOTICES**

Any notice or consent required to be given in pursuance of this agreement shall be deemed to have been sufficiently given if sent by registered letter post or telex to the party to who the same was addressed at the address stated herein or the last known address of that party and shall be deemed to have been received forty-eight (48) hours after being properly posted.

18. **ALIENATION**

We may assign all or any of our rights and liabilities hereunder or the benefit of this agreement to any person, firm or company.

19. **ATTENDANCE AT PUBLICITY SESSIONS AND PROMOTIONS**

You shall make yourself available and shall attend at our reasonable request photographic and/or publicity sessions, press receptions and appear on radio and television programmes. We shall reimburse you your reasonable and previously approved expenses incurred in connection therewith and once reimbursed such expenses shall be deductible from Gross Income.

20. **GENERAL**

21.1 N/A

21.2 Either party may terminate the Term by notice in writing to the other party if the other party commits a breach of any of its obligations under this agreement and (if the breach is capable of remedy) fails to remedy the same within thirty (30) days of the party in breach receiving a notice to that effect from the other party, specifying the breach and requiring its remedy.

21.3 You agree to execute upon our request any inducement letter or other documentation required by our licensees.

21.4 This agreement shall be governed by and construed in accordance with the law of England and Wales whose courts shall be the courts of competent jurisdiction.

If the above terms are acceptable would you kindly arrange for the enclosed copy letter to be countersigned and returned to us.

Yours sincerely,

..... (staff name here)

For and on behalf of
B-Side Recordings

READ AND AGREED (having taken the advice referred to in clause 15.5 above)

..... (artist name here)