

EXCLUSIVE MASTER AGREEMENT

Track: (To be named)

Produced By: Al Fraser

Employer: (your name)

Date: (to be added)

The following shall constitute any Agreement ("Agreement") on this the (day) day of Date between **Your Name** ("Employer") and Al Fraser ("Producer") for Producer's supply of a Master to be owned by Employer. The terms of this Agreement are as follows:

1.RECORDING PROCEDURE:

Producer shall supply to Employer , a fully mixed Master in the following forms:

Two-Track stereo mix of Master commercially satisfactory to Employer for use on a record ("Record").

Data Disk(s) in either DVD-R or CD-R format containing all stereo two-track mixes of the Master created under the terms of this agreement, and all original multi-tracks used in in the creation of the Master in a data format of Employer's choice.

All Masters supplied hereunder shall be listed and attached to this Agreement as Schedule "A" List Of Beats.

2.COMPENSATION:

Employer shall pay Producer the following for Producer's services listed in this Agreement:

(a) A payment of \$____ per Master to be created, produced and recorded by Producer.

3.RIGHTS IN RECORDING:

Each Master made under this Agreement, from the inception of recording, will be considered a work made for hire for Employer, if any such Master is deemed not to be a work made for hire, all rights, title and interest in the Master which are attributable to the Producer's participation in its authorship will be deemed transferred to Employer by this Agreement .

All Masters made under this Agreement, from the inception of recording and Records derived therefrom, shall be the sole property of Employer, free from any claims whatsoever by Producer or any other person; and Employer shall have the exclusive right to claim ownership of and register the copyright to those Masters in his name as the owner and author of them and to secure any and all renewals and extensions of such copyright throughout the world.

4.CREDIT:

Employer shall give Producer appropriate production credit on all compact discs, record and cassette labels, Internet site downloads/previews or any other record configuration manufactured which is now known or created in the future that embodies the Master supplied hereunder and on all cover liner notes. Such credit shall be in substantial form:

"Produced and Arranged by Al Fraser for Smoothbeatsonly.com".

If Employer fails to comply with this clause in any instances or sole obligation to Producer by reason of such failure Producer's sole remedy is to have Employer add the appropriate credit.

5.DEFINITIONS:

(a) "Record(s)" shall mean and include without limitation all forms of recording and record reproduction by which sound may be fixed, embodied, or recorded by any method now known or later developed, for any and all public or commercial uses including magnetic recording tape, compact disc, laser disc, film, Internet distributed data, electronic video tapes or recordings, and any other medium or device now known or later developed.

(b) "Master" shall mean every recording of sound, whether or not coupled with a visual image, by any method and on any substance or material, whether now or hereafter known, which is used or useful in the recording production and/or manufacture of Records.

6.WARRANTIES:

Producer hereby warrants that the Master shall be entirely the property of Employer, free of any claims whatsoever by Producer or any person deriving any rights or interest from Producer. Producer warrants it is the sole owner of the performances on the Masters and/or have been granted all rights associated with the recording of the music embodied on the Masters and hereby have the right to grant the terms of this Agreement.

The songs and performances embodied in the Recordings, and any use thereof by Employer or its grantees, licensees, or assigns, will not violate or infringe upon the rights of any third party. Producer warrants it has secured all proper licenses for the right to perform and record all or any part of the performances or recording embodied on the Master for the use of a song or recording appearing in the Master from a "sample", an "interpolation" or a "replay". If Producer has not secured such right, then Producer has notified Employer and Employer has agreed in a separate writing to secure such rights.

Producer agrees to indemnify and hold harmless Employer, its officers, agents, employees, attorneys and assignees, from and against any and all claims, damages, liabilities, costs and expenses including but not limited to attorney's fees, arising out of any breach of any representation, warranty, term or agreement made or to be performed by this Agreement.

7.ENTIRE AGREEMENT:

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement, shall be binding upon either party unless confirmed by a written instrument signed by either party or their agent.

8.JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto hereby submit to the exclusive jurisdiction of the English courts.

Employer:

Producer:

Signed By:

Signed By:

Printed Name:

Printed Name:

Address:

Address:

Schedule A

List Of Beats