

## **ARTIST RECORDING CONTRACT SHOPPING AGREEMENT**

This agreement ("Agreement") shall act as an agreement for \_\_\_\_\_ ("Artist Representative") to be the exclusive representative for \_\_\_\_\_ ("Artist") to present certain recordings of songs ("Recording") owned by Artist along with any additional promotional material, to independent and major record companies. Artist agrees that it is Artist Representative's intent to and desire to present to Artist a letter of intent, deal memo or a recording agreement ("Recording Agreement") from an independent or major record company ("Record Company").

1. **TERM**: Artist agrees that Artist Representative shall have eighteen (18) months from the date of this Agreement, to be Artist's exclusive representative in presenting Artist's Recording and promotional material including photographs and publicity material ("Promotional Package") to Record Companies for the purpose of acquiring a Recording Agreement between Artist and a Record Company. In the event the parties do not agree on a satisfactory Promotional Package within three (3) months from the date of this Agreement, Artist Representative may terminate this Agreement at any time thereafter by giving written notice of such termination to Artist.

2. **PROMOTIONAL PACKAGE**: Artist understands that it is Artist's sole responsibility for providing the Recording of songs and agreed upon promotional material to be presented by Artist Representative to a Record Company in an acceptable packaged format and that Artist shall be prepared to supply the number of copies as is requested by Artist Representative from time to time. Artist acknowledges that Artist Representative has no obligation to spend pay for the creation, manufacturing or duplication of any element of the Promotional Package including the creation of the Recording. In the event Artist Representative pays for any Recording, or makes duplications of any of Recording, at Artist's request, then Artist shall reimburse Artist Representative within thirty (30) days after presentation of an invoice by Artist Representative. Artist Representative shall have the right to provide a copy of this Agreement to all Record Companies and third parties in order to notify the Record Company or third party that Artist Representative has the authority to represent Artist.

3. **COMPENSATION**: In the event Artist Representative acquires an interest from a Record Company for Artist as a recording artist, Artist Representative shall present to Artist a letter of intent from any such prospective Record Company. Artist shall have the right to accept or deny any such prospective Record Company's offer and recording agreement. Artist agrees if Artist enters into any agreement with the Record Company during the term of this Agreement, or within six (6) months after the expiration of this letter Agreement, Artist shall direct such Record Company to pay to Artist Representative the amount equal to ten percent (10) % of the money advanced under each term of the Recording Agreement including any and all extensions, modifications, renewals and substitution thereof, within thirty (30) days after the Advance is paid to Artist, less any amounts actually used by Artist for recording costs to create a recording under the Recording Agreement. Further, Artist Representative shall be entitled to an override royalty equivalent to fifteen percent (15%) of any and all royalties paid to Artist under each term of the Recording Agreement with Record Company that Artist entered into pursuant to this Agreement, including any and all extensions, modifications, renewals and substitution thereof. Simultaneously with the execution of this Agreement, Artist shall sign the letter of direction attached to this Agreement to be presented to a

Record Company directing payment of the Advance and any Royalties payable hereunder directly to Artist Representative. The letter of direction is coupled with an interest and is hereby irrevocable.

4. **ENGAGEMENT OF THIRD PARTIES:** Artist Representative shall have the right to engage other representatives, including an attorney, to present Artist's Recordings to record labels on Artist's behalf. Artist shall not owe any additional fees or commissions to Artist Representative or any person engaged by Artist Representative other than those set forth in this Agreement. If Artist Representative employs an attorney to help his endeavors under this Agreement, such attorney shall not be Artist's attorney for purposes of negotiating the Recording Agreement. Artist shall be entitled to seek out and hire its own Attorney for such representation. Artist Representative shall have the right to discuss recording advances and general terms of the Recording Agreement with a Record Company. However, no agreements will be made on Artist's behalf regarding any terms in a Recording Agreement. Artist Representative shall notify Artist of any terms discussed for Artist's approval or disapproval.

5. **EXPENSES:** Artist agrees to reimburse Artist Representative currently for any and all reasonable expenses which Artist Representative may incur on Artist's behalf or on Artist's account, including but not limited to those in connection with postal correspondence, long distance telephone calls, creation or production of publicity materials, and travel expenses (provided that Artist requests that Artist Representative travel on Artist's behalf). However, Artist Representative may not incur any single expense in excess of fifty dollars (\$50.00) without Artist's prior written approval (e-mail being acceptable). Artist Representative and Artist may agree to provide Artist Representative with a retainer against costs to be kept in a trust fund to pay for expenses incurred on behalf of Artist or to reimburse Artist Representative for any costs incurred. Reimbursement of expenses shall be due within seven (7) days after receipt by Artist of itemized statements setting forth the nature and amount of each such expense.

6. **NON-COMPETE:**

a. Artist shall not contact any Record Company that Artist Representative has delivered a Promotional Package to under this Agreement for six (6) months after the date of termination of this Agreement. In the event Artist enters into a recording agreement with any such Record Company within twelve (12) months from the date of termination of this Agreement or any modification or extension. If Artist does so then Artist Representative shall be entitled to compensation under this Agreement.

b. In the event Artist Representative presents Artist with a letter of intent from a Record Company and Artist chooses not to enter into a Recording Agreement with the Record Company, Artist agrees not to contact nor enter into any agreement with such Record Company for a period of twelve (12) months from the termination of this Agreement or the termination of any extensions or modifications of this Agreement. In the event Artist does, and subsequently enters into a contract with the Record Company, then Artist Representative shall be entitled to the compensation set forth in this Agreement.

7. **EXCLUSIVITY:** In the event a representative from a Record Company shall contact Artist, Artist's manager or another representative of Artist, Artist agrees to notify the Record Company representative of Artist's Representative's representation of Artist and shall direct the Record Company representative to Artist Representative.

8. **WARRANTY:** By signing this Agreement Artist represents Artist is the owner or has the exclusive rights to the Recording that will be sent to a Record Company. Artist further represent that Artist has the authority to enter into this Agreement and that there is no other agreement which prohibits Artist granting the rights under this Agreement. In the event the Recording has been released, sold or licensed to or used by any third parties please provide such information in writing prior to execution of this Agreement.

9. **JURISDICTION:** This agreement shall be construed in accordance with the laws of the State of \_\_\_\_\_ governing contracts wholly executed and performed therein, and shall be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, and successors. In the event of any dispute under of relating to the terms of this Agreement, or the breach, validity or legality thereof, it is agreed that the same be adjudicated in the State of \_\_\_\_\_ and the laws of \_\_\_\_\_ shall apply. In the event of litigation, the prevailing party shall be entitled to recover any and all attorney's fees and other costs incurred in the enforcement of the terms of this Agreement, or for the breach thereof. Prior to a party filing a lawsuit, the parties agree to mediate a dispute under this Agreement under the rules of the American Arbitration Association for a single mediator unless the parties mutually agree to another format.

10. **MISCELLANEOUS:**

a. This Agreement constitutes the entire agreement between Artist and Artist Representative relating to the subject matter hereof. A waiver by either party hereto or a breach of any provision herein shall not be deemed a waiver of any subsequent breach, nor a permanent modification of such provision. Each party acknowledges that no statement, promise or inducement has been made to such party, except as expressly provided for herein. This Agreement may not be changed or modified, or any provision waived, except by an agreement in writing, signed by the party against whom enforcement of the change, modification or waiver is sought.

b. This Agreement shall not be constructed as creating a partnership between Artist Representative and Artist. It is specifically understood that Artist Representative is acting hereunder as an independent contractor.

c. No breach of this Agreement by either party shall be considered material unless within ten (10) days after a party acquires knowledge thereof or facts sufficient to put such party upon notice of any such breach, such non-breaching party serves written notice thereof upon the breaching party by registered mail at the above written address and the breaching party does not cure said breach within thirty (30) days after receipt of such notice.

d. Artist shall cause any corporation, partnership, trust or other business entity which Artist now owns or controls, or may hereafter own or control or in which Artist has a direct or indirect interest of any nature or sort, or which is directly or indirectly controlled by Artist or under the common control of Artist and others (hereinafter "firm") and which firm has the right to Artist's services, to enter into an agreement with Artist Representative on the same terms and conditions as contained in this Agreement.

e. Artist represents and warrants that Artist has been advised of Artist's right to seek legal counsel of Artist's own choosing in connection with the negotiation and execution of this contract and any other contracts which may be consummated by Artist

during the term hereof either with Artist Representative or with third parties.

f. Each member of Artist represents and warrants that he or she is over the age of eighteen (18) years of age and each member of Artist is wholly free to enter into this contract and to grant the rights herein granted to Artist Representative, and that Artist is not a party to any agreements, and that Artist does not have any obligations, which conflict with any of the provisions hereof.

g. All notices to Artist Representative hereunder and payments to Artist Representative hereunder shall be sent to Artist Representative's address written below. All notices to Artist shall be sent to the address written below.

h. This Agreement, or any part of Artist's rights hereunder, may be assigned to any partnership or corporation, which Artist creates to provide Artist's services typically referred to as a "Loan Out Company" ("Loan Out Company"). Artist agrees to direct the Loan Out Company to execute any necessary documents obligating the Loan Out Company to carry out the terms of this Agreement. If Artist Representative is a sole proprietorship, Artist Representative shall have the right to assign it to a partnership or Corporation that Artist Representative retains a controlling ownership interest. If this Agreement is with a partnership, Artist Representative shall have the right to assign it to a corporation in which any of the partners is a stockholder or by which any of the partners is employed, to another partnership consisting of one or more of the same partners, or to one or more of the partners. If this Agreement is with a corporation, Artist Representative shall have the right to assign it to an individual who is a stockholder, or to another corporation, which acquires all or substantially all of Artist Representative's assets.

i. This Agreement shall be deemed between Artist Representative, on the one hand, and Artist, individually, and collectively, and each of the undersigned shall be jointly and severally liable for the performance of each and all of Artist's separate and collective obligations hereunder. All provisions hereof shall apply to each of the undersigned, individually and collectively, as if each of the undersigned had executed separate contracts with Artist Representative, and regardless of the name or names under which any or all of the undersigned may perform. If this Agreement is terminated for any reason whatsoever as to any of the undersigned, it is agreed that this Agreement shall remain in full force and effect as to each of the undersigned with whom this Agreement is not terminated. In the event any members of Artist change or are added, the remaining members shall require such new member to execute a copy of this Agreement.

[signature on separate page]

The effective date of this Agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Artist Representative

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Address: \_\_\_\_\_  
\_\_\_\_\_