

## MUSICIAN / VOCALIST WORK FOR HIRE AGREEMENT

This agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between \_\_\_\_\_ hereinafter referred to as "Employer") and \_\_\_\_\_ (hereinafter referred to as "Musician/Vocalist").

*The parties hereby agree as follows:*

1. Employer hereby engages Musician/Vocalist's services and Musician/Vocalist hereby accepts such engagement to perform, without limitation, at rehearsal sessions and phonograph recording sessions for the purpose of creating the following master and/or demonstration recordings entitled:

\_\_\_\_\_  
Musician/Vocalist agrees to diligently, competently and to the best of Musician/Vocalist's ability, experience and talent perform to Employer's satisfaction all of the services required of Musician/Vocalist hereunder.

2. Conditioned upon Musician/Vocalist's full and faithful performance of all the terms and provisions hereof, Employer shall pay Musician/Vocalist the sum of \$\_\_\_\_\_ per track as full and complete consideration for Musician/Vocalist's services hereunder. Payment shall be made upon full performance by Musician/Vocalist and the signing of this Agreement. No other consideration or payment shall be due to Musician/Vocalist other than the amount specified in this Paragraph.

3. Musician/Vocalist agrees that his/her performances shall be considered as works made for hire for Employer, as contemplated and defined in Section 101 of the United States Copyright Act. Accordingly, Musician/Vocalist hereby grants to Employer, its successors and assigns, absolutely and forever, all rights of every kind and nature in and to the results and proceeds of Musician/Vocalist's services and performances for any and all copyright terms and all extension and renewal terms of copyright whether now known or hereafter created throughout the world, and for all uses and purposes whatsoever and free from the payment of any royalty or compensation whatsoever other than as herein provided. Employer shall accordingly have the sole and exclusive right to copyright the sound recording under Employer's name as the sole artist and author thereof.

4. Musician/Vocalist hereby warrants, represents, and agrees that Musician/Vocalist is not under any disability, restriction, or prohibition, whether contractual or otherwise with respect to Musician/Vocalist's right to execute this contract, to grant the rights granted hereunder, to perform each and every term and provision required to be performed by Musician/Vocalist hereunder. No materials, ideas or other properties furnished by Musician/Vocalist and utilized by Employer will violate or infringe upon any common law or statutory right of any person, firm corporation, including without limitation contractual rights, copyrights and rights of privacy and/or publicity. Musician/Vocalist shall hold Employer harmless and hereby agrees to indemnify Employer for all costs, including court costs and attorney fees incurred by Employer in connection with any breach of the above warranties and representations by Musician/Vocalist.

5. Musician/Vocalist acknowledges and agrees that nothing in this agreement shall obligate Employer to employ or otherwise engage Musician/Vocalist's services in connection with any other recording

agreement.

6. Musician/Vocalist acknowledges and agrees that if s/he provides musical equipment or other property of any nature in connection with services required hereunder, Employer shall not be liable for any loss or damage to such equipment or property.

7. This agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous negotiation, understandings and discussions. No modification, amendment, waiver, termination or discharge of this agreement or any of its terms or provisions shall be binding upon either party if not confirmed by a written instrument signed by Employer and Musician/Vocalist.

8. The validity, construction and effect of this agreement shall be construed according to the laws of the State of \_\_\_\_\_. A court of competent jurisdiction of \_\_\_\_\_ "County" will have exclusive jurisdiction of any controversies regarding this agreement and the parties hereto consent to such jurisdiction. In the event of any legal dispute or action regarding this agreement, the prevailing party shall be entitled to recover all legal fees and court costs.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

\_\_\_\_\_ Employer (Signature)

\_\_\_\_\_ PRINT Employer

\_\_\_\_\_ Date

\_\_\_\_\_ Musician/Vocalist (Signature)

\_\_\_\_\_ PRINT Musician/Vocalist

\_\_\_\_\_ Date