

NASHVILLE DEMO STUDIO

DEMO PRODUCTION CONTRACT

SESSION DATE:

CLIENT NAME:

SONG TITLE(S):

SONG PACKAGE:

PRICE: \$

DEPOSIT: \$

SINGER: **TBD**

NASHVILLE DEMO STUDIO IS BEING CONTRACTED TO PRODUCE (__) DEMO(S) FOR "CLIENT NAME". THIS DEMO WILL BE PRODUCED TO THE BEST ABILITY OF THE NASHVILLE DEMO STUDIO, WHICH ADHERES TO THE INDUSTRY STANDARD FOR NASHVILLE SONG DEMOS.

INCLUDED IN THIS PACKAGE PRICE:

ACOUSTIC GUITAR

ELECTRIC GUITAR

BASS

DRUMS

PIANO/KEYS

PEDAL STEEL

FIDDLE (+\$90.00)

MANDOLIN/BANJO/DOBRO (OPTION)

LEAD VOCAL

2 BACKGROUND HARMONIES

MIXING

CLIENT'S RESPONSIBILITIES:

1. GET WORKTAPE OF SONG TO NASHVILLE DEMO STUDIO IN TIMELY MANNER – NO LATER THAN 3 BUSINESS DAYS PRIOR TO SESSION DATE.
2. FILL OUT PREPRODUCTION FORM IN ITS ENTIRETY AND ADDRESS ALL SPECIFIC REQUESTS OF PLAYERS, SINGERS AND ARRANGEMENTS PRIOR TO SESSION DATE
3. ADDRESS ALL SPECIFIC MIXING REQUESTS PRIOR TO SESSION DATE
4. PROVIDE FINALIZED LYRICS PRIOR TO SESSION DATE

NASHVILLE DEMO STUDIO RESPONSIBILITIES:

1. COORDINATE ALL ASPECTS OF RECORDING THE SONG DEMO.
2. HAVE COMPLETED DEMO BACK TO CLIENT WITHIN 7 BUSINESS DAYS (VOCALIST SCHEDULE ALLOWING)

MIXING:

YOUR PACKAGE INCLUDES THE *MIXING (*SEE DEFINITION OF MIXING PROCESS BELOW*) OF YOUR SONG. IF YOU ARE PRESENT FOR THE MIXING, YOU WILL NEED TO SIGN OFF ON THE FINAL MIX. IF YOU ARE NOT PRESENT (MAIL IN) WE WILL SEND YOU PURSUANT TO THE

DEFINITION OF MIXING AND TWEAKS, A MIX OF THE SONG, THEN WE WILL DISCUSS ANY *TWEAKS YOU HAVE AND MAKE THEM.

***DEFINITION OF MIXING AND TWEAKS** THE ENGINEER WILL COMBINE THE RECORDED PARTS (TRACKS) THAT WERE PLAYED AT THE TIME YOUR SONG WAS RECORDED USING VOLUME, EQUALIZATION (EQ), COMPRESSION, REVERB, DELAY AND OTHER EFFECTS TO MAKE THE SONG PRESENTABLE AS A FULL BAND DEMONSTRATION RECORDING. MIXING DOES **NOT** INCLUDE THE FOLLOWING:

1. ADDING MORE PARTS (TRACKS) TO THE EXISTING PARTS (TRACKS).
2. EDITING OUT OR IN SECTIONS OF MUSIC IN THE EXISTING PARTS (TRACKS).
3. CHANGING MUSICIANS AND/OR SINGERS PARTS THAT ARE NOT PRESENT ON THE RECORDED PARTS (TRACKS).
4. MORE THAN ONE SET OF CHANGES (TWEAKS) PER SONG.

SOME EXAMPLES OF "TWEAKS" ON A MIX INCLUDE:

1. RAISING OR LOWERING AN INSTRUMENT OR VOCAL IN VOLUME OR PLACEMENT IN THE MIX.
2. RAISING OR LOWERING AN EFFECT LEVEL ON AN INSTRUMENT OR VOCAL IE: EQ, COMPRESSION, REVERB, DELAY, ETC.

SOME EXAMPLES OF TWEAKS NOT INCLUDED ARE:

1. RE-RECORDING OF AN INSTRUMENT OR VOCAL.
2. CHANGING ARRANGEMENT OF A SONG REQUIRING RE-RECORDING AND/OR EDITING OF ALREADY RECORDED PARTS (TRACKS).

ANYTHING YOU WANT TO CHANGE **AFTER THE FINAL MIX HAS BEEN APPROVED BY YOU** WILL BE CONSIDERED AN ADDITIONAL JOB THAT YOU CAN CONTRACT WITH THE ENGINEER. THE NORMAL RATE FOR MIXING WITH THE ENGINEER IN THE STUDIO IS \$65.00 PER HOUR.

PLEASE REMEMBER ANY CHANGES OR ADDITIONAL RECORDING REQUESTED BY YOU AFTER YOUR MIX HAS BEEN APPROVED, WILL BE AT YOUR EXPENSE.

PAYMENT:

TO BOOK YOUR SONG DEMO(S) WE REQUIRE A DEPOSIT OF 50% OF YOUR TOTAL BILL IF PAYING BY CREDIT CARD. WE DO THIS TO HOLD THE SESSION.

IF YOU ARE PAYING BY CHECK OR MONEY ORDER, WE REQUIRE THAT PAYMENT BE MADE IN FULL PRIOR TO YOUR SESSION DATE.

FORMS OF PAYMENT:

WE ACCEPT CHECK, MONEY ORDER, CASH, VISA, DISCOVER AND MASTERCARD

CANCELLATIONS:

YOU MUST NOTIFY NO LESS THAN 10 BUSINESS DAYS BEFORE THE SESSION TO CANCEL YOUR DEMO. IF YOU NOTIFY US WITHIN THIS TIME WE WILL REFUND YOUR DEPOSIT. IF YOU CANCEL LESS THAN 10 BUSINESS DAYS PRIOR TO YOUR SESSION YOU WILL FORFEIT YOUR DEPOSIT. (*THIS POLICY DOES NOT APPLY TO THE 5 FOR 4 DEAL OFFERED BY NDS AS THOSE DEPOSITS ARE HELD IN CREDIT FOR UP TO 18 MONTHS)

REFUNDS:

WE STAND VERY PROUDLY BEHIND OUR WORK AND DO EVERYTHING POSSIBLE TO ENSURE YOU ARE HAPPY WITH THE FINAL PRODUCT. BECAUSE MUSIC IS VERY SUBJECTIVE, WE IN GENERAL DO NOT OFFER REFUNDS. HOWEVER EACH CASE IS AT THE SOLE DISCRETION OF THE NASHVILLE DEMO STUDIO.

Work For Hire Acknowledgment

This work-for-hire acknowledgment (Acknowledgement) NASHVILLE DEMO STUDIO is in connection **client name** (PUBLISHING)-hereby referred to as "THE CLIENT" involving the production of ALL musical composition(s) (the Master(s)) recorded with Nashville Demo Studio.

It is hereby acknowledged that NASHVILLE DEMO STUDIO performed services as WORK FOR HIRE STUDIO/MUSICIANS/VOCALISTS for the entire Project.

In owning the master rights to your recording, you own the sole right to the performances recorded by each of our musician(s) and vocalist(s). You can do whatever you want with them to promote yourself as an artist or songwriter. You can NOT however, use the musicians/vocalists name or likeness to promote your music. You own the rights to the performance, not their likeness and/or name and career.

1. Ownership of the Master(s): NASHVILLE DEMO STUDIO, for good and valuable consideration OF receipt of which hereby acknowledged, certify and agree that all of the results and proceeds of the services of every kind heretofore rendered by NASHVILLE DEMO STUDIO in connection with the Masters created for THE CLIENT is and shall be deemed a work "made-for-hire" in that (i) it is prepared within the scope of the employment hereunder and/or (ii) it constitutes a work specifically ordered by THE CLIENT.

Accordingly, NASHVILLE DEMO STUDIO further acknowledge, certify and agree that THE CLIENT is and shall be deemed exclusive owner of all of the foregoing for all

purposes and the exclusive owner throughout the world of all the rights of any kind comprised in the copyright thereof (expressly including the copyrights in and to the Masters and any renewal or extension rights in connection therewith and of any and all other rights thereto, and that THE CLIENT shall have the right to exploit any or all of the foregoing in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all configurations as THE CLIENT determines.

NASHVILLE DEMO STUDIO AND IT'S EMPLOYEES AND CONTRACTORS hereby irrevocably and unconditionally waive any and all moral and like rights that it have in the Masters and the performances and/or the musical compositions embodied therein and hereby agree not to make any claim against THE CLIENT Nor any party authorized by THE CLIENT to exploit the Masters based on such moral or like rights. In connection therewith, NASHVILLE DEMO STUDIO hereby grants to THE CLIENT the exclusive worldwide right in perpetuity to manufacture, sell, reproduce, adapt, distribute, transmit, communicate and otherwise use the Masters in any form and by any method now or hereafter known, including, without limitation, via cable transmission, satellite transmission, electronic transmission, transmission via the Internet (including any promotional or commercial downloads), and advertise phonograph records or other reproductions (visual and non-visual) embodying the Masters, to lease, license, convey or otherwise use or dispose of the Masters by any method now or hereafter known, in any field of use, to release phonograph records or other reproductions embodying the Masters under any trademarks, trade names, or labels, to perform such phonograph records or other reproductions publicly, and to permit the public performance

thereof by means of radio or television broadcast, cable transmission, satellite transmission, electronic transmission, or any other method now or hereafter known, all upon such terms and conditions as THE CLIENT may approve, and to permit any other person, firm, or corporation to do any or all of the foregoing or may refrain.

2. Ownership of Musical Composition(s): The services rendered by NASHVILLE DEMO STUDIO AND IT'S MUSICIANS, PRODUCERS, ENGINEERS AND CONTRACTORS shall be deemed not to be a contribution to the writing of any music or any lyrics embodied in the underlying musical compositions contained on any of the Masters, and NASHVILLE DEMO STUDIO hereby waives any and all rights with respect to the copyright of any underlying musical compositions embodied on the Masters.

Accordingly, NASHVILLE DEMO STUDIO agrees not to make any copyright claim for authorship or any portion thereof, including any claim for authorship of the lyrics, the music or both. In the event of any disagreement or dispute between the parties hereto arising out of or relating to the subject of this Acknowledged, such dispute shall be submitted to arbitration before the American Arbitration Association in NASHVILLE, TN pursuant to the rules promulgated by said Association and TENNESSEE Code of Civil Procedure, and the Civil Code relating to taking depositions, obtaining discovery (including, but not limited to, C.C.P. Section 1283.05), and enforcing judgments, shall be applicable thereto.

This arbitration provision shall remain in full force and effect notwithstanding the nature of any claim or defense hereunder and the prevailing party shall be awarded reasonable

attorneys fees in connection therewith. Executed on the date of this agreement.

I UNDERSTAND AND AGREE TO THE TERMS LISTED ABOVE.