



Artist Contract (Recording)
boxed art media, LLC
DBA, 508 Park Avenue Records
8504 Shenandoah Dr.
Austin, Texas 78753



This agreement made and entered into on _____ (date) between _____, hereafter known as the ARTIST (for GROUPS, please see Exhibit "G" for additional information and specifications of contract) and boxed art media, LLC, doing business as 508 Park Avenue Records, hereafter known as the COMPANY is as follows:

1. **EMPLOYMENT.** The COMPANY hereby engages and employs the ARTIST'S exclusive personal services and endeavors in connection with the production of sound recordings for an ORIGINAL PERIOD commencing on the date of this agreement above and ending ONE YEAR from same. The Original Period may be modified by mutual agreement and attachment of a contractual rider to this effect at any time past 90 days from the date signed above; and Artist accepts the engagement and employment. Artist agrees to perform to the best of ability at rehearsals, recording sessions and public appearances conducted by Company at such times and places as Company directs. Subjective Quality of any recordings or recording sessions to be agreed upon by both Artist and Company before material is deemed ready for release in fulfillment of Employment.
2. **CONSIDERATION.** In full consideration of Artist's full performance of the terms of employment, undertakings and provisions and for all rights granted to Artist by Company, Company will pay Artist 80% of all net profits on all songs that are published on behalf of the Artist into the public space. If term of employment of Artist by Company is either not renewed or terminated, all recordings, videos or other media published by the company will be turned over to the Artist once any and all fees associated with the act of publishing are recouped by Company.
3. **FEES.** Company will provide for all fees associated with publishing of digital media and will recoup such fees from gross profits before payment to Artist of net percentage. For any other services, including, but not limited to studio rental, musician/orchestra/band contracts, producer fees, mixing, mastering or engineering, fees and costs are to be agreed to and attached as a rider to the contract before engaging these services in pursuit of publishing of same digital media. Physical media, including but not limited to pressing of vinyl discs, compact discs (CDs), digital video discs (DVDs) or cassette tapes, and their related services (mechanical, resources, graphics, videographers, cinematographers, etc.) fees and costs will also be agreed to and attached before engaging these services. Any and all fees incurred in the production of recordings/videos will be paid from the gross profits of all sales and recouped before release of source digital media to Artist is made in the event of expiration or termination of this contract.

4. **EXCLUSIVE.** Artist agrees to record exclusively for Company. Artist agrees that during the term of the contract, including any riders covering extension of Original Period, including any periods of suspension, Artist will not perform for themselves nor anyone else, firm or corporation other than the Company, in connection or for the purpose of making sound recordings without express written consent of the Company. Artist agrees that Artist will not license or authorize any person, firm or corporation to use the name, likeness or any other identification of Artist in connection with any sound recordings made in violation hereof. The Company may, in its own name or in the name of the Artist, prevent any such use.
5. **UNIQUENESS.** Artist's performances hereunder, and the rights and privileges granted to Company by Artist hereunder, are of a special, unique, unusual, extraordinary, and intellectual character, which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated for in damages in an action at law and a breach by Artist of any of the provisions of this agreement will cause Company irreparable injury and damage. Artist expressly agrees that Company will be entitled to injunctive and other equitable relief to prevent a breach of this agreement or any portions thereof by Artist. Such relief shall be in addition to any other rights for damages or otherwise to prevent a breach of this agreement or any portion thereof by Artist and shall be applicable only to the making or the authorizing of the making of recordings. Company may at any time(s) guarantee in writing payments at the rate of \$1,000 or more per year for whatever lengths of time Company desires to in order to recoup any losses associated with breach.
6. **EXTENSION.** Should Artist, for any reason whatever, be unavailable or fail to make recording at such times as designated by the Company and mutually agreed to by Artist, as herein provided, the then current 'recording year', hereof, may be extended by Company for such period of time as shall elapse until Artist renders the required services for Company. Company shall have at least a ten-day (10) notice from Artist before Company is required to arrange for the Artist to make the recording for which Artist was unavailable or failed to make as aforesaid.
7. **CHOICE.** Selections to be recorded hereunder shall be chosen by Artist and Company. In the event Artist and Company cannot agree, Artist shall have right to choose selection(s) it deems to be in best interest of Artist. Artist may submit material at all times.
8. **INTERFERENCE.** If the performance of Company's obligations under this agreement is delayed or becomes impossible or impracticable by reason of an act of God, fire, earthquake, labor strike disturbances, civil commotion, acts of government, government agencies or officers, any order, ruling or action of any labor union, or any association of artists, musicians, composers or employees, affecting Company or the industry in which it is engaged, or if Artist refuses to rehearse and record when reasonably requested by Company, Company may, upon notice to Artist, suspend its obligations under this agreement for the duration of such delay, impossibility or impracticability, as the case may be; a number of days equal to the total of all such

days of suspension shall be added to the then current "recording year." However, Company, in any event, shall continue to make proper accounting and payment to Artist as provided in this agreement.

9. **ARTIST GRANTS.** In consideration of the agreements undertaken by Company herein, Artist has given and granted, and does hereby give and grant to Company the following:
- a. Sole, exclusive rights, directly or through authorized parties to manufacture, sell, lease, license or otherwise use or dispose of throughout the world or any part thereof, recordings, masters, etc. embodying the performances recorded under this agreement and attached by rider to this contract at the time of recording, upon such terms and conditions as agreed to by Company and Artist or authorized parties desire;
 - b. Sole, exclusive, and perpetual right, if Company desires, to perform the records publicly, or to permit performances thereof by means of radio broadcasting, or otherwise; Sole, exclusive, and perpetual right to sell or authorize the sale of individual recordings or performances of Artist on singles and in albums, which may contain recordings of performances of other artists as long as the contract and/or an extension of the contract is in place.
10. **NOTICES.** Should either party to this agreement desire to give notice to the other party hereto pursuant to the terms hereof, it is required that such notice be mailed by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below the signatures of the parties herein or at such address as each of the parties may designate in writing to the other from time to time. Statements or payments which Company may desire to give to Artist shall be acceptable if same are mailed by ordinary mail, postage prepaid, or by personal delivery. The date of mailing shall be deemed to be the date of such notices, statements, or payments.
11. **ASSIGNMENT.** Company may, at its election, assign this contract or any part thereof to any person, firm or corporation, provided that Artist's written consent is first obtained.
12. **RESTRICTIONS.** Artist represents and warrants that there are no agreements which prevent Artist from fulfilling all of the Artist's obligations hereunder, or which will impair the rights granted Company hereunder. Artist agrees that during the term of this agreement, Artist will not enter into any contract or commitment in violation of or inconsistent with the terms of this agreement or which may prevent or impair Company's full enjoyment of its rights to Artist's services, or of the right and privileges granted to Company by Artist hereunder. In the event Artist is restricted by previous contracts from performing certain songs, or is subject to other restrictions, Artist shall list them in an Exhibit F which Artist will attach to this agreement.
13. **NEGOTIATIONS.** This agreement is entire and all negotiations and understandings have been merged herein. Statements or representations which may have been made to Company by Artist or to Artist by Company, in the negotiation states of this

contract may in some way be inconsistent with this final written contract. All such statements are hereby declared to be of no value only the written terms of this contract shall bind the parties. This contract may be modified or changed only by an instrument in writing executed by both Company and Artist.

14. OPTIONS. Artist hereby gives and grants Company the number of options designated in Exhibit A of this contract, each to renew this agreement for a period of one (1) year; said option periods to run consecutively beginning at the expiration of the original period, (or the preceding option period, as the case may be) upon all terms and conditions applicable to the original period. However, the changes in minimum selections and royalties shown in Exhibit A shall apply for each respective period. Each option shall be deemed automatically exercised by Company unless Company gives notice in writing to Artist that the option is not being exercised before the end of the then current recording year.

15. "SOLD." Records shall be considered "sold" only when Company has been paid for them, less records returned to Company after they have been paid for.

16. AUDITS. It is further agreed and understood that Artist shall have the right to examine the books and records of Company, individually or by representative, insofar as such books and records concern Artist, at all reasonable times during normal business hours, for purposes of verifying the accuracy of any transaction or entry relating to this agreement.

17. DATE:

This agreement is effective as of: _____

COMPANY: boxed art media, LLC; DBA, 508 Park Avenue Records.

ARTIST: _____

Address1: _____

Address2: _____

City: _____ State: _____ Zip: _____

Phone: _____

Social Security No: _____

BY:

SIGNER's Capacity: _____

ARTIST: _____

SIGNER's Capacity:

COMPANY: _____