



**Artist Contract (Songwriting)**  
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 and boxed art media, LLC, doing business as 508 Park Avenue Records, hereafter known as the COMPANY is as follows:

1. **COPYRIGHT.** ARTIST shall retain full copyright on any materials for which they work on as a sole contributor. Any collaboration on creating materials will be shared authorship and copyright based upon the share percentage agreed to upon completion of material. FAILURE to define this percentage before completing collaboration results in an EQUAL share per contributor.
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. Any material which has group collaboration will be shared at the agreed upon rate before material completion. FAILURE to define share before completing collaboration results in an EQUAL share per collaborator.
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.
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. 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.
7. 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.
8. 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.
9. 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.

10. 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.

11. 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.

12. "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.

13. 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.

14. 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: \_\_\_\_\_