



JGLSongs
music production, development and design

220 Congress Street #5F
Brooklyn, NY 11201-6562, USA
(347) 623-2983
jglsongs@yahoo.com

www.jglsongs.com

PRODUCER'S STATEMENT OF AGREEMENT

Date: xxxxx xx, 2007

This statement shall serve as our agreement in respect to **JGLSongs** and **Jon Gilbert Leavitt** (hereinafter referred to as the "**Producer**") services in producing Master Recordings (hereinafter referred to as the "Masters") of the recording artist professionally known as **XXX** (hereinafter referred to as the "**Artist**").

1. Term.

The term of this agreement shall commence as of the date hereof and shall continue until the completion of Producer's services.

2. Production.

(a) Recording, arranging and producing of Masters [demo- or publish ready completed musical arrangements and backgrounds, with or without vocal tracks – at the discretion of Artist] shall be conducted by Producer under this Agreement at such times and places as are agreed by the table below:

Masters

1. Song 1	due xx xxx 07
2. Song 2	due xx xxx 07
3. Song 3	due xx xxx 07
4. Song 4	due xx xxx 07
5. Song 5	due xx xxx 07

(b) Producer shall revisit and review recording(s) or audio file(s) of Masters previously recorded along with observations and directions set by Artist along with any lyric sheets – either on file or provided by Artist.

(c) Producer shall deliver to Artist a digital file (.mp4) either recorded onto a CD or sent electronically, suitable for duplication and manufacture for each Master by agreed date (see 2a); lead sheet and/or score sheet with room for observations and notes to be added by Artist.



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(d) Artist will have at least xxxx (x) days allowed for review of Master and all lead and score sheets. Artist may request any revisions to Master – including re-mixing or deleting tracks, instruments, and/or effects. These changes shall be made by Producer as part of the Agreement at no additional cost, and will fall within the agreed timeline of completion of Master.

(e) Any request(s) by Artist which involve re-recording, re-writing, adding new themes or major musical revisions to Master (16 measures or more), will be recognized as a new Master and will be given the same timeline as a new Master, due on an agreed date by both Producer and Artist. The timetable will be amended; in this situation, there will at no time be more than one Master due on the same date, unless agreed upon by Producer.

(f) Final Master will be delivered electronically to Artist as a digital file (.mp3 or .m4a) and on CD as hard copy, maintained at a recording studio or any other location designated by Artist, in Artist's name and subject to Artist's control.

3. Masters

All Masters produced hereunder, from the inception of the recording thereof, and all recordings and other reproductions made there from, together with the performances embodied therein and all copyrights therein and thereto, and all renewals and extensions thereof, shall be entirely Artist's property, free of any claims whatsoever by Producer or any other person or person engaged in the production of the Masters. (It being understood that for copyright purposes Producer and all persons rendering services in connection with such Masters shall be Contractors for Hire).

4. Compensation.

(a) Conditioned upon Producer's full and faithful performance of all the terms and provisions hereof, Artist shall credit Producer the sum of US\$500.00 DOLLARS per song, paid in full within thirty (30) days of upon delivery of final project/product to Artist.



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(b) In the event Producer does not complete any or all of the task(s) outlined in paragraphs 2b and/or 2c, Artist has the right to withhold any credit or compensation to Producer until such agreed tasks are completed to the Artist's standards.

(c) In the event Producer does not meet this Agreement for more than two (2) consecutive months, Artist has the right to breach this Agreement following notice to Producer of not less than three (3) days.

Notwithstanding anything contained in (a) above to the contrary, in the event the Masters are released on a major label or a subsidiary or affiliate label, Producer shall be paid in respect to the sale of such recordings a royalty rate of three percent (3%) of the suggested retail price of each recording sold and paid for in the United States. Payments of royalties from foreign sources shall be ONE HALF of the United States royalty rate. All fees paid to Producer hereunder shall constitute recoupable advances, which shall be recouped prior to further payment of royalties.

5. Assistance.

Producer understands that you will also be presenting the Masters to record labels and publishing companies, and that Producer will not be your representative. In the event you enter into a record production agreement with a major label for the Masters recorded hereunder and the further services of "Artist" as a result of substantial efforts and negotiations by Producer with such company within the period of ONE YEAR following the completion of the Masters we agree to pay you a commission of six percent (6%) of the actual cash advances (exclusive of recording budgets) received by you upon execution of said agreement. A major record company as defined herein shall be a company or corporation with gross sales of one million (1,000,000) units in the current calendar year.

6. Warranties.

Producer hereby warrants, represents, and agrees that he is under no disability, restriction, or other incumbency with respect to his right to execute and perform the services described in this Agreement.



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7. Transferral.

Artist shall have the right, at his election, to designate other producers for recording sessions with the Artist, in which event Producer shall have no rights hereunder with respect to the Masters produced at such other recording sessions.

8. This Agreement.

(a) This contract sets forth the entire understanding of the parties hereto relating to the subject matter hereof. No amendment or modification of this contract shall be binding unless confirmed in writing by both parties.

(b) JGLSongs shall not be deemed to be in breach of any of our obligations hereunder unless and until you have given us specific written notice of the nature of such breach and we have failed to cure such breach within thirty (30) days after our receipt of such notice; exception to this is found in 4(d).

(c) This contract has been entered into in the State of New York and its validity, construction, interpretation, and legal effect shall be governed by the laws of the State of New York.

(e) This contract shall not become binding and effective until signed by both parties. If the foregoing correctly reflects JGLSongs' understanding and agreement, please indicate by signing below. Agreed and accepted:

PRODUCER
Jon Gilbert Leavitt, JGLSongs

ARTIST
XXX