

Vocalist Agreement

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General Information

Vocalist Agreement

This Vocalist Agreement is between a vocalist and a company who desires to employ the vocalist to provide vocal services for recordings for commercial purposes. This agreement spells out the specific terms regarding the vocalist's recordings including the location of the studio, time and date and number of musicians who will accompany the vocalist. It also includes the compensation the vocalist will be paid and company's right to use vocalist's name, likeness and biography for publicity purposes.

It is vital that this type of arrangement be clearly spelled out in writing. A well-written Vocalist Agreement will prove invaluable in the event there are miscommunication or disagreements between the parties regarding the vocalist's services.

Instructions and Checklist

Vocalist Agreement

- The parties should read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- Read the compensation provision carefully. If it is confusing, describe it fully and include examples to remove as much ambiguity as possible.
- Both the company and the vocalist must sign the agreement.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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VOCALIST AGREEMENT

This agreement is entered into as of this _____ day of _____ 2011 by and between _____ (hereinafter referred to as "Company") and _____ (hereinafter referred to as "Vocalist"). The parties hereby agree as follows:Pro

1. Company hereby employs the "Vocalist" to exclusive personal services for the purpose of making phonograph recordings, (herein individually and collectively called the "Recording") of her/his voice for commercial purposes, including but not limited to: CDs, DVDs, cassettes and Internet Downloads and Recordings by any and all electronic means known now or in the future.
2. Recordings will be made at recording sessions in studios at times and places of such compositions, and together with such musicians and other performers as shall be designated by Company. A minimum number of _____ record sides shall be recorded during the term of this agreement. Additional recordings shall be made at our election whenever Company shall consider them necessary, and each recording shall be subject to approval as satisfactory for manufacture and sale. In the event the minimum number of sides are not recorded, Company's liability shall be payment for such sides as though recorded by Vocalist.
3. The Vocalist agrees to maintain the confidential nature of any and all matters relating to the Project. During the term hereof, and all extensions and renewals thereof, the Vocalist will not perform for any other person, firm or corporation other than Company for a period of ____ after our recording is made.
4. It is agreed and understood that Vocalist will be prepared with acceptable material upon Company's request. The materials used in Recording Sessions, must be free from all claims by anyone, or the Artist (or Group) will be liable to complaint. If the Artist deliberately records material belonging to someone else, then royalties are to be deducted from Contracted Artist (or Group) to satisfy complainant, and paid to complainant.
5. In consideration of this agreement, and without any further consideration than as herein provided, Vocalist hereby grant to the Company, its associates, subsidiaries, nominees, successors and assigns, (i) the right to manufacture, advertise, sell, lease, license or otherwise use or dispose of in any and all fields of use throughout the world, or any part thereof, or to refrain therefrom throughout the world or any part thereof, recording and records embodying the performances to be recorded hereunder, upon such terms and conditions as the Company may approve; (ii) the right to use Vocalist name and likeness and biographical material, if desires, or to refrain therefrom, in connection with the manufacture, exploitation and sale of any such recordings and records; and (iii) all rights in and to the recordings, matrices, tapes, and records, and the use and control thereof, upon which are reproduced the performances to be recorded hereunder.
6. Company shall have the right to use and to allow others to use Vocalist names and

- likenesses and biographical material, concerning Vocalist for advertising and purposes of trade, and otherwise in connection with the recording made hereunder.
7. If the Company is prevented from making recordings because of governmental regulations, strikes, Acts of God, or any other reason beyond our control, the period of the agreement may be extended by Company at our option for a period of time equal to the length of time during which recording was thus prevented.
 8. Vocalist agrees to record the composition designated and to repeat and re-record each composition as many times as may be required by Company for the purpose of obtaining a satisfactory, acceptable, or an improved master record and matrix.
 9. Vocalist agrees and stipulates that the recordings of the compositions designated shall include Vocalist's obligation to appear, to rehearse, to make the usual tests, and to comply with the instructions and directions of our musical director and recording operator.
 10. It is agreed that it would be impracticable or extremely difficult to fix the actual damages sustained by Company in the event of any breach by Vocalist of the covenants contained in this contract, and therefore by way of liquidated damages, and not by way of penalty, after the breach of any of the covenants contained in this contract by Vocalist, we shall not be obligated to pay any further royalties to Vocalist hereunder. This provision, however, shall not be construed as a waiver of any other rights or remedies we may have in the premises, for damages, conjunctive relief or otherwise, all rights or remedies of ours being cumulative.
 11. As full payment for Vocalist services hereunder, Company shall pay to sum of \$ _____, for each accepted recording. An advance to Vocalist against a penalty of _____% of funds of all records manufactured, sold and paid for
 12. All payments to Vocalist for recording hereunder shall be made by Company within () days of the recording sessions, at which such recordings are made. All royalties hereunder shall be paid to Vocalist on the date _____ of every year.
 13. The term of this agreement shall be for a period of (____) year(s) from the date hereof. This agreement and option shall be considered renewed at the end of the period herein unless Vocalist receives a written notice with the intent to terminate this contract. Any questions relating to this agreement shall be interpreted in accordance with the laws of the State of _____.
 14. This Agreement shall be governed by the laws and in the courts of the State of _____. Any dispute or legal proceeding regarding the Agreement shall take place in the County of _____ in the State of _____.

Signatures below will constitute this as a binding agreement between.

DATED: _____

AGREED TO AND ACCEPTED:

COMPANY

VOCALIST