

NON-EXCLUSIVE DEMO RECORDING AGREEMENT

Effective date: _____

Between [your name here], and his designee(s) c/o _____
[address] ("Company") and, recording artist xxxxxx c/o _____
[address] ("Artist"), for Company to have the non-exclusive recording rights of
Artist with respect to certain demos under the binding terms set forth below.

1. Delivery Commitment/Term: As of the Effective Date, Company shall have the non-exclusive right to record and release/exploit in any and all media (now known or hereafter developed) a minimum of 1 master quality demo ("Master"), and any related video, with the irrevocable option/right within 1 year of the Effective Date ("Recording Period") to record up to 3 additional Masters and any related videos (which can be released/exploited at any time). The initial Master shall be due to Company within 1 month from the Effective Date of this agreement (unless Company extends the delivery period). Company shall have right to elect to record any option Master(s) at any time within the Recording Period. The optional Masters shall be exercised by Company giving written notice to Artist via e-mail or otherwise. Any Option Master shall be due to Company within 1 month from the exercise of the Option (unless Company extends the delivery period). All productions, recordings, masters, videos and artwork related to the Masters hereunder shall be as a work for hire for Company and assigned to Company, and Company shall own all sound recording and visual copyrights therein (whether released or unreleased), and Company shall have the unrestricted right to place, pitch, license, distribute, sell, market, assign, etc. the Masters.

2. Territory: The universe.

3. Income Split/Distribution Of Income from Masters:

a. For exploitation of the Masters or videos recorded hereunder (or any related artwork) in any configuration or media, net income received by Company shall be split as follows: Artist - 50%, Company - 50%.

b. For third party master use license fees received by Company on ancillary exploitation of Masters or videos recorded hereunder (e.g., film, tv, commercials, video games, ring tones), master use net income shall be split as follows: Artist - 50%, Company - 50%.

c. Any other net income received by Company related to the Masters not otherwise specified shall be split as follows: Artist - 50%, Company - 50%.

d. Artist's royalty or "net" share is inclusive of mechanical royalties (if she is a writer).

e. Income to Artist shall be subject to standard industry deductions for packaging, free goods, reserves, foreign sales, internet/new media, etc, and shall not be paid until after all recoupable costs are deducted and Company is reimbursed as set forth in Exhibit A attached hereto and incorporated herein, from this or any other agreement between Artist and Company.

4. Recording Fund/Budget/Advance: For any Masters recorded/created hereunder, Company shall pay all recording/production costs pursuant to budget(s) prepared and approved by Company.

5. Accounting: For all monies due Artist hereunder, Company shall account to Artist 2 times a year, within 90 days of periods ending 6/30 and 12/31. Artist shall have a customary right to audit with prior two week written notice, but no more than once per year.

6. Mechanical License: If applicable, each song written, owned or controlled, in whole or in part, by Artist is called a "Controlled Composition." Each Controlled Composition embodied in a Master recorded or delivered to Company hereunder is hereby licensed to Company for the purposes of this agreement. For sake of clarity, the royalty in provision 3 is inclusive of any mechanical royalty due. The inclusion of any Controlled Composition in any video hereunder shall be on a gratis "synch" license basis.

7. Creative Controls: All creative issues (selection of studio, producer, material to be recorded, final mixes, album artwork, etc) shall be selected by Company, with prior input from Artist.

8. Re-recording Restriction: For any song recorded by Artist hereunder, there shall be a 5 year re-recording restriction from time of commercial release whereby Artist cannot record that song(s) for any other third party.

9. Name and Likeness: For any product or associated advertising/promotion hereunder in any and all media, Artist grants to Company the non-exclusive right to use Artist's name, image, likeness and bio.

10. Assignment: Company shall have the right, at its election, to assign or sublicense this agreement, or any of Company's rights hereunder.

11. Arbitration: If a dispute arises under this Agreement, the parties agree to resolve the dispute with the assistance of a mutually-agreed upon arbitrator in New York. There shall be a 30 day cure period from time of notice hereunder before any party can seek legal redress. New York laws shall apply.

12. Indemnification: Artist hereby indemnifies, saves, and holds Company harmless from any and all damages, liabilities, costs, losses and expenses (including legal costs and attorneys' fees reasonably incurred) arising out of or connected with any claim, demand or action by any party related to Artist's entertainment activities hereunder.

13. Suspension: If for any reason (except Company's refusal without cause to allow Artist to perform), Artist fails to timely fulfill the minimum recording commitment hereunder, Company shall have the option, exercisable by notice to Artist: (i) to either suspend the expiration date of the then current period (and Company's obligations to make payment to Artist thereunder), for the period of the default plus such additional time as is necessary so that Company shall have no less than sixty (60) days after completion of Artist's minimum recording commitment within which to exercise its option, if any, for the next following contract period, or (ii) to terminate Artist's services with no further obligation by Company (except for the payment of royalties on recordings theretofore delivered to and accepted by Company).

14. Website: Company shall have the non-exclusive right to own, operate and maintain an Artist Website and/or Myspace, Facebook, Bebo pages.

By signing below, Artist hereby acknowledges that there is good and valuable consideration and that Artist is legally bound to Company for recording and related rights, and that it she had an opportunity for legal review of this

agreement prior to signing. This agreement shall remain in effect until amended or superseded in writing by all parties. A fax or scanned signature shall be considered an original hereunder, and this agreement can be executed in counterparts.

Company:

By _____ [An authorized signatory]

Artist:

Name: _____

Tax ID/or other ID #: _____

"EXHIBIT A" - RECOUPMENT POLICY

Artist understands and acknowledges by signing below that no royalties shall be due and payable hereunder until such time as all of the following recoupable costs are reimbursed to Company:

1. 100% of all recording costs and advances incurred by Company in connection with the production of recordings and/or Masters under this agreement consistent with the approved budget therefore.
2. 100% of all other amounts representing direct expenses paid by Company incurred in connection with the recording and release of Masters hereunder (including, without limitation, travel, rehearsal, and equipment rental and cartage expenses, costs incurred in connection with remixing and/or "sweetening," advances to individual producers/mixers, transportation costs, hotel and living expenses approved by Company, all studio and engineering charges, all mastering costs, all costs necessary to prepare Masters for release on digital media, rehearsal time and space, voice and/or dance lessons, etc).
3. 100% of all costs paid or incurred by Company in connection with the production of and/or the acquisition of rights in, audiovisual works embodying the Artist's performances.
4. 100% of all direct expenses paid or incurred by Company in connection with promotion or marketing of recordings of the Artist's performances. Promotional costs shall also include posters, photo shoots, mailing expenses.
5. 100% of all monies paid by Company to Artist or Artist's producer/mixer, other than royalties, shall constitute advances unless otherwise agreed to in writing by an authorized officer of Company. Each payment made during the term (except such royalties) made by Company during the term to another person on behalf of Artist shall also constitute an advance if it is made with the knowledge and/or consent of Artist, if it is required by law, or if it is made by Company to satisfy an obligation incurred by Artist in connection with the subject matter of this agreement.
6. 100% of any and all costs and/or expenses paid, incurred or sustained as a result of samples embodied in the Masters.
7. The recoupable costs specified hereunder can be recouped against any and all past, present and future product created under this and/or any other agreement between Company, or any of Company's sister companies, and Artist.

ACKNOWLEDGED AND AGREED TO BY ARTIST:
