

ARTIST RECORDING AGREEMENT

AGREEMENT entered into as of the ___ day of _____, 20___, by and between _____ at address _____, its successors and assigns (herein "Company") and _____ [Artist's Name] at address _____ [Artist's Address] ("Artist" or "you" or "your").

1. TERM.

(a) The term hereof (the "Term") shall consist of an initial period (the "First Contract Period") plus the additional "Contract Periods", if any, by which such Term may be extended by Company's exercise of one or more of the options granted to Company herein or as suspended or extended by Company pursuant to any applicable provision hereof.

(b) You hereby irrevocably grant to Company four (4) separate consecutive options to extend the Term for a "Second", "Third", "Fourth" and "Fifth" Contract Period, respectively. Each such option shall be deemed exercised by Company unless it shall give you written notice to the contrary.

(c) The First Contract Period shall commence on the date hereof and shall continue until the date twelve (12) months after the Delivery to Company of the last Master Recordings to be delivered in fulfillment of your Recording Commitment for that Contract Period. Each subsequent Contract Period shall commence on the date following the date of expiration of the immediately preceding Contract Period and shall continue until the date twelve (12) months after the Delivery to Company of the last Master Recordings to be delivered in fulfillment of your Recording Commitment for that Contract Period.

2. RECORDING SERVICES - During the Term of this Agreement, you shall render to Company your exclusive services as a recording artist for the purpose of making Master Recordings and as otherwise set forth herein.

3. RECORDING COMMITMENT.

(a) During each Contract Period, Company agrees to record and you shall render your services to Company, in accordance with the terms and conditions hereof, in connection with recording the minimum number of Master Recordings (the "Minimum Recording Commitment") set forth in the following schedule:

<u>CONTRACT PERIOD</u>	<u>MINIMUM RECORDING COMMITMENT</u>
First	one album
Second	one album
Third	one album
Fourth	one album
Fifth	one album

(b) In the event the terms of any Distribution Agreement require that Company deliver to Distributor rights relating to or derived from you which are in addition to those contained in this agreement (including, but not limited to a recording commitment greater than your Recording Commitment), then such additional terms in the Distribution Agreement shall nevertheless be deemed a part of this agreement during the term of the Distribution Agreement even if the result is that obligations imposed upon you differ from, are greater than and/or are more difficult for you to perform than those set forth in this agreement. It is the intention of the parties that:

(i) During the term of the Distribution Agreement, if any, you shall perform for Company so that Company has available to it all rights, benefits and privileges relating to or derived from you to enable Company to comply with all material terms of the Distribution Agreement;

(ii) If there is an inconsistency between the requirements and definitions of the Distribution Agreement if any, and this agreement relating to your undertakings, obligations, covenants and duties, at Company's election the requirements of the Distribution Agreement shall govern during its term;

(iii) When no such inconsistency exists, undertakings, obligations, covenants and duties imposed upon you directly or indirectly, by the Distribution Agreement if any, shall be considered as a supplement to rights, benefits and privileges granted to Company in the agreement.

(iv) If the first Distribution Agreement if any, expires or terminates prior to the date on which this Agreement would expire if all options hereunder were exercised, then the current Contract Period and the Term of this Agreement shall automatically be deemed suspended until the earlier of date on which Company enters into a new Distribution Agreement with a new Distributor or the date at which the then current Contract Period would otherwise have expired.

4. RECORDING PROCEDURE.

(a) (i) In connection with Masters to be made hereunder, the following matters shall be determined by Company: (1) selection of the producer; (2) the number of Compositions to be recorded; (3) selection of the

Initials: C: _____ A: _____