ARTIST/PRODUCER DEVELOPMENT AGREEMENT

AGREEMENT made this _____ day of _____ by and between _____, his/her/its affiliates and assigns ("Producer") and _____ ("Artist").

Witnesseth:

In consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. Producer agrees to provide production services as an independent producer and the necessary studio facilities to Artist, for the immediate purpose of producing and exploiting a master demonstration record in any and all media ("master demo") and for the further purpose of assisting the development of the Artist's career. As used in this agreement, (a) "Affiliates" means any entity controlled by, in control of, or under common control with Producer, and (b) "Media" means any means of conveying information, including, without limitation, the Internet, Digital Files, Downloadable Files, Compact Disc ("CD"), DVD, MiniDisc or other portable media, Television, Film, Broadband, and/or Radio, whether now known or hereafter devised.

2. Artist and Producer ("Parties") agree to seek an exclusive artist/producer recording contract with a regionally distributed record company ("Recording Contract"), providing for (a) a commitment of at least two (2) double-sided singles, or the equivalent in any and all Media, in the initial year and up to one (1) LP, or its equivalent in any and all Media, a year in not more than four (4) option years; and (b) a basic combined artist-producer royalty of not less than nine (9%) per cent of ninety (90%) per cent of the retail selling price, subject to customary adjustments for tape, foreign record clubs, budget records, container charges, et cetera. Artist agrees that Producer may elect to self distribute any and all recordings made hereunder, in any and all Media. In any event, Artist will exclusively record for Producer up to one (1) LP, or its equivalent in any and all Media, a year after the initial