

PRODUCTION CONTRACT

THIS AGREEMENT, made and entered into at Hummingbird West Studios, Westchester IL, the day of , 20_ , by and between _____ (hereinafter referred to as "Producer") and , (hereinafter referred to as "Artist"). FOR, and in CONSIDERATION OF, the premises and the mutual covenants contained herein, Producer and Artist do hereby agree as follows:

1. Artist hereby engages the services of Producer to produce for Artist () so-called "Master-demos" (hereinafter referred to as "Recordings"). Producer hereby agrees to produce said Recordings to the best of Producer's ability. The Recordings shall be produced during the month(s) of _____ through _____ , which production shall take place at Studio of Artists' choice (unless otherwise agreed to by Producer and Artist) and the budget for the Recordings shall be at Artists discretion up to the point of producing a two-track master recording to Artist's reasonable satisfaction. In the event the project is not complete within this time frame, Artist and Producer agree to amend this agreement to extend the contract to the satisfaction of both parties. At the discretion of producer, this extension may or may not include additional fees and or payment as agreed upon by the parties at that time.

2. In consideration for Producer's services hereunder, Artist agrees to pay Producer the following:

_____ Dollars (\$ _____) for services rendered by Producer hereunder; or,

3. Producer's services include, songwriting, arranging, performing, and engineering services as well, and will attend to or supervise the mixing services through the final delivery of the two track master. Producer will, at artist request, make arrangement for or engage final mix to be mastered or use another mastering professional for an ADDITIONAL FEE to be negotiated between Artist and Producer at the time of request by artist.

4. In the event the Recordings are used as part of Artist's effort to obtain a recording agreement, and Artist obtains such an agreement with a record company, Artist will use Artist's best efforts to have Producer engaged as the producer of Artist's first recordings for said record company.

5. In the event Producer is engaged to produce Artist's first recordings for a record company, Producer shall be entitled to a pro-rata share of Artist's advance (based on Producer receiving a royalty of three (3%) percent of suggested retail selling price).

6. In the event Producer is not engaged to produce Artist's recordings for a record company, and one (1) or more of the Recordings (even though edited or re-mixed) is commercially released by a record company, Producer shall be entitled to a pro-rata share of producers' royalties from the sale of any such records embodying the Recordings (or any of them), based on the ratio that the number of Recordings bears to the total number of recordings embodied in the record. Producer shall also be entitled to receive applicable credit for the Recording(s) embodied in said record.

7. Producer and Artist acknowledge and agree that this agreement between them may not cover every situation and circumstance that may arise in the future concerning the Recordings. In such event, Producer and Artist agree to discuss and negotiate any such situation or circumstance in good faith, toward the goal of reaching a mutually satisfactory resolution thereof, consistent with the spirit and intent of this agreement. Producer and Artist agree to submit any dispute between them that cannot be resolved by good faith discussion and negotiation for binding arbitration to the American Arbitration Association, said arbitration to be conducted in all respects in accordance with the rules and regulations of said Association.

8. This is the entire agreement between Producer and Artist with respect to the subject matter hereof. All additions to, and amendments of, this agreement must be in writing and signed by both Producer and artist. This agreement shall be binding upon, and inure to the benefit of, the successors, assigns, heirs and personal representatives of Producer and Artist. This agreement shall be construed in accordance with the laws of the State of Illinois. IN WITNESS WHEREOF, Producer and Artist set their hands.

("Producer")_____Date _____

("Artist")_____Date _____