

RECORDING/PRODUCER AGREEMENT

This license agreement is made this day of20.... between..... of National Identification Card Number/Certificate of Registration Number and of Post Office Box Number....., e-mailin the Republic of Kenya (Hereinafter referred to as the “RECORDING CO./PRODUCER” which expression shall where the context so admits include its successors and assigns) on one part;

And

..... National Identification Card Number/Certificate of Registration Number and of Post Office Box Number , e-mail , in the Republic of Kenya (hereinafter referred to as the “ARTIST” which expression shall where the context so admits includes his personal representatives and assigns) of the other part.

WHEREAS IT IS HEREBY AGREED AS FOLLOWS:

- a) This contract supersedes all previous agreements, representations or promises and set out all the terms agreed upon by the parties.
- b) The parties warrant and represent that they have power and authority to enter into and fully perform this contract.
- c) The parties desire to enter into this contract thereby agreeing to the terms and conditions specified here under.

1. COMMENCEMENT

The commencement of this contract shall be upon signing by the parties herein.

2. OWNERSHIP

The parties have agreed the copyright of the song lies with the artist (subject to initial contracts on whether he owns the lyrics of the song or not) while the recording rights (related rights) lie with the recording company.

3. CONSIDERATION

The mode of payment for recording the songs titled:..... (list all the songs) which will be in album titled, will be as follows:

- a) The artist shall pay the recording company lump sum money, benefits in kind or other remuneration (delete what is not applicable) of (amount in words) (tax inclusive/excluded) for recording the songs mentioned above or
- b) The artist shall pay the recording company two installments (or more installments depending on the parties) that is part payment of the money, benefits in kind or other remuneration (delete what is not applicable) of(amount in words) (tax inclusive/excluded) at the beginning of recording the songs mentioned above and

..... (amount in words) (tax inclusive/excluded) at the end of recording the songs mentioned above or

- c) No payment is to be made in kind or other remuneration (if jointly owned 50% to 50%) for the recorded album as mentioned above.

4. ROYALTIES

The royalties that will be received from the songs titled (list each song whose lyrics were written by (list author of each song) and recorded by (insert recording company) will be divided in percentage amongst the parties (the division will take into consideration all previous contracts entered into by the parties).

5. ADAPTATIONS

The Artist shall not be entitled to authorize any third party to use the whole or part of the songs for a new or derivative work without prior written consent of the other party.

6. OBLIGATIONS OF THE ARTIST

- a) The Artist shall confirm that the lyrics are his original creation and that he is the owner or the lyrics are jointly owned by another author or another author owns the lyrics or the lyrics are in public domain (delete what is not applicable). (If the lyrics are jointly owned with another author or another author owns the lyrics then there is a need to look at the contract between the two authors prior to entering into this contract).
- b) The Artist shall confirm that the lyrics do not infringe the copyright and related rights of any third party.
- c) The Artist agrees to be punctual for the recording session as per the timetable jointly prepared with the recording company.
- d) The Artist agrees to come with his own backup singers of songs titled during the recording or the Artist agrees that the Recording Company will provide backup singers for the songs titled during the recording.
- e) The Artist agrees to pay his backup singers.
- f) The Artist will furnish the consideration as agreed in clause 3 above.
- g) The Artist agrees to execute any document or do any act as may be reasonably required by the record company for the purpose of this contract.

7. OBLIGATIONS OF THE RECORD COMPANY

- a) The Record Company shall clearly inform the artist when he is to go to the studio for recording the songs mentioned in clause 3 above.
- b) The Record Company agrees to provide professional services to record the songs mentioned in clause 3 above.
- c) The Record Company will come up with creative sound recordings for the songs mentioned in clause 3 above that do not infringe the related rights of other recording companies.
- d) The Record Company will observe the time frame jointly set with the artist to record the songs mentioned in clause 3 above.
- e) The Record Company shall not authorize third party to exploit the recorded songs mentioned in clause 3 above without prior written consent of the artist.

- f) The Record Company shall ensure the recorded songs do not enter into the public without the artists written consent.
- g) The Record Company agrees to execute any document or do any act as may be reasonable required by the Artist for the purpose of this contract.

8. INDEMNITY

- a) The parties mutually agree to indemnify each other against all liabilities, claims, demands, actions, costs, damages and loss arising out of any breach by either party of any of the terms of this contract.
- b) In the event of any claim, dispute, action or summons by third party in connection with this contract the parties agree to provide full details to each other for the proper execution of the claim, dispute or action.

9. CONFIDENTIALITY

The parties in their dealings with each other in the implementation of this contract undertake to observe utmost good faith and shall not disclose to any third party any confidential business or future plans of the parties during the subsistence of this contract.

10. AMENDMENTS

Any amendment or alteration to this contract must be in writing and signed by both parties.

11. SALE OR TRANSFERS

The parties shall observe the rights of each other under this contract before sale or transfer of the works to a third party.

12. DURATION

The duration of this contract shall be weeks/months/years (delete what is not applicable).

13. TERRITORY

The territory for this contract is (worldwide or specific countries) (insert what is applicable).

14. ETHICS

The parties must act ethically and with integrity in executing this contract.

15. FORCE MAJEURE

Neither party shall be considered in default in the performance of his obligations herein as a result of Acts of God, war, floods, riots, epidemics, acts of any government causing a political embargo and or any other cause similar to the aforementioned which is beyond the control of the parties, unavoidable and which could not reasonably be foreseen and which renders impossible the fulfillment of this contract then either party may notify the other in writing of the force majeure and if at his discretion wants to terminate or continue with the contract.

16. DISPUTE SETTLEMENT PROCEDURES

- (a) In case of any misunderstanding between the parties in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such misunderstanding by mutual consultation within days.
- (b) If the parties fail to resolve their misunderstanding, then either party may refer such disputes to a jointly appointed mediator or arbitrator.

17. NOTICES

All notices under this contract shall be served in writing.

18. TERMINATION

Either party may, by giving (delete what is not applicable) month's or weeks written notice to the other party to terminate this agreement.

19. CONSEQUENCES OF TERMINATION

(a) If the contract is terminated by the artist then the artist has to pay percent to the record company for the services and or disturbance he has done/experienced.

(b) If the contract is terminated by the record company then the record company is to pay percent and or give the artist percent of the money paid and the recorded songs done at that time.

20. GOVERNING LAW

This contract is governed by the law of (insert the country name whose law you want your contract to be governed by) (one should have basic knowledge of the country law that they will select, it is usually better to choose your own country law rather than a foreign law).

THE PARTIES HERETO, hereby agree to the content of this Contract and have so executed in their respective names, day and year herein by signing hereunder.

Dated at (insert place) this day of (insert month) 20....

IN WITNESS WHEREOF both parties set their common seal the day and year here before mentioned.

Signed by the Recording Co./Producer)

in the presence of)

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Signed by the Artists)

in presence of)

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CERTIFICATE

I.....Advocate of the High Court of Kenya
do certify that I was present and witnessed the parties herein executing this deed and being
known to me/ identified bydo confirm the above signatures
to be theirs.

Signed

ADVOCATE OF THE HIGH COURT
AND COMMISSIONER FOR OATHS

DRAWN BY: