

I'm not robot!

ARTIST PRODUCER CONTRACT

Date: _____
 This shall serve as the sole agreement between _____ (hereinafter referred to as "Producer") for services in producing Master Recordings, (hereinafter referred to as "Masters") for and of the recording artist(s) professionally known as _____ (hereinafter referred to as "Artist").

1. The term of this agreement shall commence as of the date hereof and shall continue until the completion of Producer's services.
2. (a) Recording sessions for the Masters shall be conducted by Producer under this Agreement at such times and places as shall be mutually designated by Artist and Producer. All individuals rendering services in connection with the recording of Masters shall be subject to Artist's approval. Artist shall have the right and opportunity to have Artist's representatives attend each such recording session. Each Master shall embody the performance by the Artist of a single musical composition designated by the Artist, and shall be subject to Producer's approval as technically satisfactory for the manufacture, broadcast and sale of phonorecords, and, upon Artist's request, Producer shall record any musical composition as other selections, until a Master technically satisfactory to Artist shall have been obtained, provided additional production costs will be paid by Artist. Producer agrees to begin preproduction, rehearsals, and recording on _____.
- (b) Producer shall deliver to Artist a network stereo tape suitable for duplication and manufacture of phonorecords for each Master. All original session tapes, rough mixes and any derivatives or reproductions thereof shall also be delivered to Artist, or, at Artist's election, maintained at a recording studio or other location designated by Artist, in Artist's name and subject to Artist's control.
3. All Masters produced hereunder, from the inception of the recording thereof, and all phonorecords and other reproductions made therefrom, together with the performances embodied therein and all copyrights therein and therein, and all renewals and extensions thereof, shall be entirely Artist's property, free of any claims whatsoever by Producer or any other person or person engaged in the production of the Masters. (It being understood that for copyright purposes Producer and all persons rendering services in connection with such Masters shall be Contractors for hire).
4. (a) Conditioned upon Producer's full and faithful performance of all the terms and provisions hereof, Artist shall pay Producer, as an advance receivable by Artist from any and all royalties payable by Artist to Producer hereunder, the sum of \$ _____ DOLLARS payable upon commencement of recording, and the balance upon the delivery to you of the Masters.
 (b) Notwithstanding anything contained in (a) above to the contrary:
 (i) in the event the Masters are released on any label other than _____ or its subsidiary or affiliate label or labels, Producer shall not receive a royalty in connection with the sale of such records;
 (ii) in the event the Masters are released on the _____ label or a subsidiary or affiliate label, Producer shall be paid in respect to the sale of such phonorecords a royalty rate of three percent (3%) of the suggested retail price of each phonorecord sold and paid for in the United States. Payments of royalties from foreign sources shall be ONE HALF (1/2) of the United States royalty rate. All fees paid to Producer hereunder shall constitute receivable advances which shall be recouped prior to further payment of royalties.

11.4 **Force Majeure.** The Studio shall not be deemed in breach of this Agreement if the Studio is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of the Studio or any local, state, federal, national or international law, governmental order or regulation or any other event beyond the Studio's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the Studio shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

11.5 **Governing Law and Dispute Resolution.** The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Michigan without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Michigan. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that the Studio will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that the Studio shall be entitled to argue for equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

11.6 **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

11.7 **Headings.** The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

11.8 **Integration.** This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and

merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. This Agreement comprises this Basic Terms and Conditions document, the Proposal and Schedule A: Intellectual Property Provisions.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

THE STUDIO
 ONE Brand Studio, Inc.
 235 East Main Street | Suite 1026, Northville MI 48167
 Signed: DJ Harris
 Date: July 9, 2013

CLIENT
 MEDC / Pure Michigan Business Connect
 300 N Washington Sq | Lansing MI 48913
 Signed: Kevin Hoag
 By Client Officer
 Title: Senior Vice President, Business Development
 Date: 7/12/13

SHOOTING SCHEDULE		
Time (incl meal breaks)	Brief Description of Activity and Contributors	Directions to Location (if necessary)
0730 - 0800	Load	
0800 - 0830	Travel to Adventure Playground, Bangor	At Bangor marina walk along the promenade past the giant swans at Pickle Pool and the Pickle puffer train station. Make way to the Adventure Playground
0830 - 0910	SET UP (Contributors rehearse)	
0920 - 1020	Film PTCs (Piece to Camera; when presenter speaks directly at the camera looking directly into lens, as though making eye contact with the viewer) including use of props	
1020 - 1030	BREAK	
1030 - 1110	Film PTCs (Piece to Camera) including use of props	
1110-1115	BREAK	
1115-1200	Travel to Seaciff Road... Kingsland Play/Picnic Area	Beside Ballyholme Yacht Club
1200 - 1205	BREAK	
1205 - 1240	Film PTCs (Piece to Camera) including use of props	

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