

ANNOTATED CONTRACTS

A Glimpse Into
The Business Side

The music industry is often very exploitative towards artists. These actual contracts from *Bending the Bars* show how the team tried to set up agreements between the artists, collaborators, and CHIP to ensure that each artist would:

- own their song and their master
- receive an upfront payment whether or not the album ever earned royalties
- get a fair share of any royalties or revenues generated
- be protected from any errors made by collaborators around copyright
- and more.

We were guided by FREER Records in setting up these agreements, and this material is available to be repurposed by others.

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AGREEMENT



1. AGREEMENT

This is an Agreement between _____ (“the Artist”) and the Community Hotline for Incarcerated People (“CHIP”) related to a song written by the Artist and titled: _____ (“the Work”).

All artists own their masters, and CHIP ensured that each track is copyrighted in the artist’s name.

2. TERM

The Work is owned by the Artist, who grants CHIP the right to reproduce, sell, license, distribute, publicly perform and/or otherwise exploit the Work in any manner, media, format or method, now known or hereafter devised free and clear of any liens, encumbrances or claims for a period of ten (10) years from the date of this Agreement.

This clause ensures that the artist owns the work, but it can be used on the album or in this course for the 10-year period.

3. TERRITORY AND EXTENSION/TERMINATION

This Agreement can be extended by mutual agreement of both parties or terminated by mutual agreement of both parties. All such agreements must be in writing. This Agreement is entered into in the State of Florida and all disputes related to the Agreement will be addressed in the State of Florida.

This clause allows people who created other material related to the album to own that material.

4. OTHER INTELLECTUAL PROPERTY

Any additional intellectual property related to the exploitation of the Work, including but not limited to album art, other songs, promotional materials will be owned by CHIP and/or the creators of the intellectual property. The Artist may share other intellectual property related to the Work to promote the Work.

5. PAYMENT

CHIP agrees to provide the Artist an honorarium of \$250 either directly or through the Artist’s designated Agent by or before _____. Any proceeds from the

Because streaming is rough for artists, it was important to us to offer a token upfront payment whether or not the album earned any royalties.

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This split is unusual in the industry, where artists usually receive less. We were guided by FREER Records in setting this up.

Work received by CHIP will be split as follows: **60% to the Artist and 40% to CHIP**, payment to be remitted at least once per year on or around June 1 of the year.

Honorarium payment will be made to (include name, address, method of payment): _____.

6. COLLABORATION

The Artist and all Collaborators will complete the **Work For Hire Agreement (attached)**.

7. INDEMNIFICATION

Artist agrees to indemnify and hold harmless CHIP from any claims, actions, suits, damages, or other costs arising out of this agreement.

8. SEVERABILITY

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

It was important that the collaborators weren't co-owners of the tracks to ensure that the artists would own their masters.



Work For Hire Agreement

Yellow highlights represent fields that were customized for each individual agreement.

THIS AGREEMENT is made **DATE**, by and between _____ (“Artist”), and _____ (“Collaborator”), collectively, the “Parties”).

WHEREAS, Artist wishes to engage Collaborator to create/contribute the production of the song _____ (the “Work”) as a “work for hire”; and

WHEREAS, **the Parties both intend for Artist to be considered the author of the Work for the purposes of all copyright and intellectual property issues**, and for Artist to be the sole and exclusive owner of the copyright, publishing rights, songwriting rights and master recording in the Work;

These clauses ensure that the incarcerated artist owns the entire song outright.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Work for Hire. **The Work shall be a work for hire, and Artist shall own the Work, and shall be the sole and exclusive owner of the copyright in the Work, including all rights of copyright registration, renewal and extension as well as the publishing rights, songwriting rights and master recording.** Artist shall also be considered to be the author of the Work for the purposes of U.S. copyright law, and for the purposes of any other applicable state or federal laws. Collaborator shall make no claim to ownership of the copyright, publishing rights, songwriting rights or master recording in the Work, nor shall Collaborator attempt to exercise any rights, privileges or protections afforded to a copyright holder. Collaborator waives all moral rights in the Work.

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2. Assignment. If for any reason the Work shall be deemed not to be a work for hire, then Collaborator hereby transfers and assigns all rights, ownership and interest in the Work to Artist, including all interest in the copyright in the Work, and in any other intellectual property or moral rights in the Work.
3. Payment. Artist's representative the Community Hotline for Incarcerated People ("CHIP") shall pay Collaborator an amount equal to \$250 per song as a flat fee for the Work. Such payment shall be made by CHIP to Collaborator not less than thirty (30) days following the last day that the Collaborator worked on the Work.

Collaborators received a flat fee so that all royalties go to the artist.

Payment shall be remitted in the following form (include platform/handle or address for check):

4. Collaborator's Representations and Warranties.
 - a. Collaborator represents and warrants that Collaborator has obtained all rights, clearances, licenses, or other permissions necessary for the production of the Work, and that the Work does not infringe on the rights of any other person or entity, including any copyright or other intellectual property rights.
 - b. Collaborator represents and warrants that Collaborator has the legal ability and standing to execute this Agreement without the consent of any other person or entity.
 - c. Collaborator represents and warrants that it has not granted, nor will it attempt to grant in the future, any other person or entity any rights or interest in the Work

This requires the collaborator, who isn't incarcerated, to do the work of securing permission for any material they wished to include in the beat that was copyrighted.

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or in the copyright in the Work.

5. Indemnification. Collaborator agrees to indemnify and hold harmless Artist from any claims, actions, suits, damages, or other costs arising out of any breach of the representations and warranties set forth in Section 4 above.
6. Independent Contractor. Collaborator is an independent contractor providing services to Artist, and is not an employee of Artist. Nothing in this Agreement is intended to create or demonstrate an employment relationship between Collaborator and Artist.
7. Further Acts. Collaborator agrees to carry out any further actions necessary to ensure that Artist secures the copyright and other intellectual property rights in the Work.
8. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Florida, without regard to conflicts of law principles.
9. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
10. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is

Clarifies the relationship between the artist and the collaborator.



deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

11. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing.

If to Artist: Address

If to Collaborator: Address

12. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement between Artist and Collaborator, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

14. Confidentiality. Collaborator agrees to treat and hold in confidence and not disclose all Confidential Information that Collaborator may have obtained from Artist or any affiliate of the Artist as a result of working on the Work and in the performance of this Agreement. In the event that Collaborator is requested or required (by oral question or written request for

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information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar legal proceeding) to disclose any Confidential Information, Collaborator shall notify Artist promptly of the request or requirement. For the purposes of this Agreement, “Confidential Information” means (i) the terms and provisions of this Agreement and (ii) all confidential or trade secret information owned by Artist or any of its affiliates or licensed from third parties regarding (a) music, lyrics, songs, music concepts, lyric concepts and song concepts; (b) lists of artists, bands and concepts for an artist and/or band; (c) research, development, products, services, marketing, selling, business plans, budgets, unpublished financial statements, licenses, prices, costs, contracts and other agreements, suppliers, customers, and customer lists; (d) the identity, skills and compensation of employees, contractors, artists, writers and consultants; (e) specialized training; and (f) information related to Creative Material owned by Artist or any of its affiliates or licensed from third parties.. The term “Creative Material” means music; lyrics; songs; discoveries; developments; trade secrets; processes; formulas; data; lists; software programs; and all other works of authorship, mask works, ideas, concepts, know-how, designs, and techniques, whether or not any of the foregoing is or are patentable, copyrightable, or registrable under any intellectual property laws or industrial property laws in the United States or elsewhere. Confidential Information shall not include any information (a) which is disclosed pursuant to subpoena or other legal process, (b) which has been publicly disclosed, or (c) which is



subsequently disclosed to any third party not in breach of a confidentiality agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Signatures

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