

# RCA RECORDS LABEL NASHVILLE

## MUSIC RECORDING/PERFORMANCE AGREEMENT

This "MUSIC RECORDING/PERFORMANCE AGREEMENT" is made by and entered into between "RCA RECORDS LABEL NASHVILLE" and \_\_\_\_\_

AGREEMENT made on this \_\_\_\_ day of NOVEMBER, 2018 by and between RCA RECORDS LABEL NASHVILLE (herein called "Company") and individually known as " \_\_\_\_\_ " (herein called "artiste(s)") for the tendering of personal services in connection with the production of Commercial Sound Records, tours and shows under the period of six months. The artiste(s) obligations under this agreement are joint and several. All references to "artiste(s)" includes all members of the group inclusively and each member individually, unless specified.

### **TERM AND SCOPE**

**WHEREAS**, Company desires to book performances for the artiste(s).  
**WHEREAS**, Artiste(s) is ready to provide performance(s) at such bookings made by the Company on the terms and conditions of this Agreement.  
NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration considered hereinafter, the receipt and sufficiency of which are acknowledged by the Parties.

### **AGREEMENT TO PERFORM**

The artiste(s) agrees to provide the performance in accordance with the terms of this Agreement and any attached addenda or riders.

### **THE ARTISTE(S)**

In conducting their performance, the artiste(s) agrees to comply with the rules of the Company described here:

1. Treat others with respect
2. Co-operate with Company and security staff
3. No stage diving or crowd surfing
4. No one under the influence of drugs or alcohol will be allowed to perform for shows or enter the premises of the event
5. No weapons allowed unless a license is issued
6. No tolerance for violence
7. No consumption of drugs or alcohol on the premises
8. Derogatory or inappropriate language is not allowed and is determined by anyone.

## **PERFORMANCE AND TOURS**

The artiste(s) is to perform for a period of six months on tours at various locations under the label artiste Chris Young, Kane Brown and artiste(s) signed on the label. For every performance the artiste(s) shall be given a period of twenty (20) to thirty (30) minutes in which a minimum of three (3) songs and a maximum of five (5) songs for each performance, unless under special condition both party will have to come to an agreement to extend the time limit.

## **GIGS/SHOWS**

The Company in its rights will promote the artiste(s) for the period of six months and make shows available for the artiste(s) to perform in Nashville and within the United States of America becoming its agent in negotiating the amount for the shows on behalf of the artiste(s). But the artiste(s) shall be present at every conversation or communicated to concerning the amount to be paid for shows and other financial matters that should concern the artiste(s).

The company shall provide performances for the artiste to perform as a guest artiste on Grand Ole Opry

The sharing rate will be sixty (60) percent for the Company and forty (40) percent for the artiste both local and international (if required to travel to other countries/continent for shows).

## **ARRANGEMENTS**

### **DUTIES OF THE COMPANY TO THE ARTISTE(S)**

1. The Company will supply all instruments and needed musical equipment. The artiste(s) must arrive one hour prior to their set time if no sound check is needed. If a sound check is needed, the Company will contact the sound technician directly to make arrangements for a sound check. Arrangements for all shows must be made at least 24 hours in advance. If the artiste(s) arrives late on the scheduled performance date, the Company retains the right to cancel or reschedule their performance.
2. The Company will be providing supplies necessary for the presentation of performance (including, without limitation, costumes, make-up, wigs, props and musical instruments), and for any accommodation required by the artiste(s) during the show.
3. The Company will provide all house personnel necessary for the shows. This includes all ushers, ticket takers and security personnel deemed necessary by the Company. Personnel required to operate sound and lighting equipment will be mutually agreed upon by the Company and Artiste(S).
4. New recorded songs by the artiste(s) must be sent to the Company, a list/lyric sheet must be mailed two (2) weeks prior to any performance date so it can be reviewed and approved by the company.

## **STAGE**

At its sole expense, the company shall furnish the stage, and stage lighting, sound and power for the performance and shall provide all stagehands required to assist the setup for and conduct of the Performance and takedown after the Performance.

## **SECURITY**

1. Company warrants that Shows will be of sufficient size to safely conduct.
2. Shows venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available.
3. Security will be provided by off-duty Police Officers in each city in which the show is taking place and a professional security staff which will be placed by the artiste(s) side at all time(s) and a Company staff.
4. The Company shall provide security for the backstage and stage areas before, during and after the Performance and shall provide security personnel to protect artiste(s) and their property as deemed appropriate by The Company in its discretion.
5. In the event of inclement weather or unforeseen circumstances which prevents the show from being held, the show may be rescheduled to a mutually agreed upon date.

## **TRAVELS**

1. A tour bus will be made available to the artiste(s) only to be meant for shows purposes.
2. The tour bus provided by the Company for the transportation of the artiste(s) shall be properly licensed and shall be operated by a person holding a valid driver's license for that class of vehicle.
3. If the Company specifically requires the artiste(s) to use his motor vehicle, other than for transport to and from the locations for performance, The Company shall pay him an allowance as determined by the Company for such use.
4. All vehicles provided by the Company for the transportation of the artiste(s) shall be properly licensed and insured.

## **MEALS AND HOSPITALITY**

- a) The Company will be providing meals for the artiste(s) daily.
- b) The following items, enough for the artiste(s), will be provided daily and also in the dressing room two hours prior to performance:
  - i. Case of bottled water (room temperature)
  - ii. Assorted soft drinks
  - iii. Assorted snacks
  - iv. Deli tray with assorted meats, cheeses, veggies, dip
  - v. Cups, napkins, utensils, ice

All required meals, drinks and snacks will be made available upon the artiste(s) request.

## **ACCOMODATION**

The Company will be providing accommodations for the artiste(s) reserving three rooms (each with double beds) at a reasonable hotel, close to the event/show. Room keys should be available to the band upon arrival at the location/event.

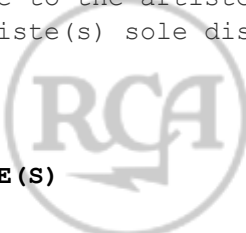
## **PARKING**

The Company shall provide parking spaces for vehicles in a location of close proximity to and with direct access to the backstage area where performance will take place on the date(s) of performances. This parking space will be reserved for artiste(s) for a period of which the performance will start and end.

## **BAND GUEST TICKETS**

The Company will make available to the artiste(s) 6 complimentary tickets for every show, for use at the artiste(s) sole discretion.

## **RESPONSIBILITIES OF THE ARTISTE(S)**

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- a) The artiste(s) will present for every performance during the tours dates and shows.
  - b) Every attempt will be made to provide a sound check for the artiste(s) All sound checks must be completed six (6) Hours before the show. Artiste(s) must make his/her whereabouts known to the Company two(2) hours prior to the schedule start of performance and must be at the performance site no later than thirty (30) minutes prior to the scheduled start of the performance."ARTISTE(S) ARE EXPECTED TO COMMENCE PERFORMANCE ON TIME"
  - c) The artiste(s) are expected to be present at every rehearsal before any performance. Time and places of rehearsals will be sent to the artist within twelve (12) - twenty-four (24) hours.
  - d) The artiste(s) is only to come on tour with her band, any other person(not recognized as an artiste under this agreement) expenses will be charged on the artiste(s), the Company will not be paying for anyone who is/are not an artiste(s) under this agreement.
  - e) The artiste(s) is only allowed to have a list of five (5) person(s) for family and friends on every show and the list should be submitted a week before performance to the Company and the list must not exceed five (5) people.
  - f) The artiste(s) will be allowed to come with a pet on tour but will not be allowed to bring it for rehearsals, stage performances, meetings but is allowed at every other places except those stated above.

- g)** The artiste(s) will, at all times, be under the direction of the tour manager assigned to them.
- h)** The artiste(s) agrees that the Company may record and/or film, or arrange for the recording and/or filming of, the Performance, and that as between the artiste(s) and the Company, the artiste(s) is the owner of the copyright in any such sound recording or film of the Performance, although the Company may use any such sound recording or film of the Performance with the prior written consent of the Artist, such consent not to be unreasonably withheld.
- i)** The artiste(s) consents to any treatment of its copyright works embodied in any such sound recording or film, and any treatment of the Performance that is consistent with reasonable industry practice.
- j)** The artiste(s) shall be permitted to use only the performance and dressing room areas identified in this Agreement (hereinafter "the Facility"). The Facility is to be used solely for the purpose of the Shows. The artiste(s) shall not use the Facility, or permit the Facility to be used by any of its members, officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner likely to injure persons or property in, on, or near the Facility.
- k)** The Company reserves the right to refuse access to any officer, agent, employee, licensee or guest of the artiste(s), upon reasonable and non-discriminatory grounds.
- l)** The artiste(s) shall not make any alterations, additions, or other changes to the Facility or any property of the Company without the prior written consent of the company.
- m)** Authorized representatives of the Company shall have the right to enter and have full access to the Facility and to all Company property used or occupied by the artiste(s) at any time(s) for any reasonable purpose(s) or reason(s), so long as such entrance does not unreasonably interfere with the artiste(s) performance as stated in this Agreement.
- n)** The artiste(s) shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and/or from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances",
- o)** Alcohol is not permitted in any Company facility without written consent from the company. Alcohol is never permitted in the performance area/Facility.
- p)** Smoking is prohibited in all Company facilities. The Company cannot purchase any alcohol or tobacco products. If the artiste(s) arrives at the Concert noticeably under the influence of intoxicating beverages, narcotics, or drugs, the Company may cancel the Agreement at its sole discretion and with no liability whatsoever.
- q)** The artiste(s) shall not engage in the sale of any tickets for the shows, without the prior written approval of the Company.
- r)** The artiste(s) shall abide by and conform to all rules and regulations adopted or prescribed by the Company as well as all applicable federal, state, and local laws.
- s)** In the event of a material breach of the terms and conditions of this Agreement by the artiste(s), the Artist agrees to pay all documented out-of-pocket expenses incurred by the Company. Payment must be received by the Company no later than thirty (30) days after the Artiste(s) receives the appropriate documentation of expenses.

- t) The artiste(s) must at all times carry out its obligations under the agreement to the best of its skill and ability, in a professional manner and the artiste(s) will observe the lawful directions of the Company made from time to time regarding working hours, rules or other matters
- u) The artiste(s) must not do anything or enter into any contract or understanding which might be reasonably likely to cause the artiste(s) not to be available as required under this agreement.

#### **RESPONSIBILITIES OF BOTH ARTISTE(S) AND COMPANY**

1. Decisions regarding the safety of the performance due to weather conditions will be a joint decision between the artiste(s) and the Company.
2. If either party is unable to perform any of its obligations under this agreement due to events beyond its reasonable control, The Company shall have the right to reschedule the concert at a time mutually agreed upon with the artiste(s). The artiste(s) will not be compensated for any expenses

#### **RECORDING AND PERFORMING WITH OTHER ARTISTE(S)**

1. The Company will allow the artiste(s) to perform with artiste(s) under the label during their tours which will be mutually agreed by the artiste(s) and the label artiste(s)
2. The Company will grant opportunity to the artiste(s) to select the artiste(s) under RCA label to work with and only record two songs with the artiste(s) within the space of six months. The name of the artiste(s) desired to work with should be sent to the Company after having done three performances.
3. The Company will allow the band to make use of it recording studio only in Nashville for the sole purpose recording.

#### **ADVERTISING AND PROMOTION**

1. Promotions are a shared responsibility of the artiste(s) and the Company. The Company agrees to generate and distribute promotional materials on-time, prior to any show.
2. The Company agrees to promote the show through means that have proven effective in the past through all its regular traditional and digital media channels and updated regularly. Additionally, the show will be promoted as needed and may not be limited to printed promotions but will only be done after the fee has been made fully.
3. The artiste(s) and both the Company has right to use its name and approved photographs, likenesses and biographies to advertise and promote the show.
4. The artiste(s) will provide the Company with the following publicity materials:
  - Short biography, as a Microsoft word document or PDF files;
  - High resolution color image sent as a JPEG file ONLY.

5. The Company and artiste(s) agree to include details of the shows on its official website in such places that events normally appear on their website. In addition, the artiste(s) agrees to promote its appearance through its digital and social media account.

#### **RADIO PROMOTION**

1. Company will service a minimum of fifty (50) radio stations in the United States of America with the artiste(s) CD and press kit mostly in cities in which tours/gigs are taking place.
2. Company will target a combination of appropriate College and Commercial radio stations in said radio promotion campaign.
3. Company will also handle all follow-up calls and keep track of the respective "Charts" including Billboard Since this campaign will be conducted "in-house," directly by the Company,
4. Artist will not be charged with this expenses typically associated with radio
5. Promotion, such as the hiring of an independent radio promoter, postage, phone calls and office as long as the fees has been paid.

#### **SPECIAL REQUESTS**

If there are special requests that you'd like us to accommodate please discuss with us as soon as possible or email the company representative and due to the technical complexities of certain materials, not all special requests can be guaranteed. We will however let you know prior whether we were able to accommodate the request.

#### **FEE**

The artiste(s) is to make a payment to the Company given account through a bank deposit or wire transfer and should/can be paid twice within Seven (7) business days and the receipt should be sent to the company. The fifty (50) percent total money should be paid so all arrangements for accommodation and every necessary preparation both for the artiste(s) and before any show can be held and the other fifty (50) percent should be paid on arrival in Nashville or after three (3) shows. A payment schedule will be sent to the artiste(s) for payment advice.

The artiste(s) is to arrive a week before the first show and should inform the Company before arriving so the Company sends a representative to guide them to the Company upon arrival.

#### **FOREIGN CURRENCY/EXCHANGE RATES**

All money earned from foreign markets outside of the United state of America. will be computed in the national currency of the country and will be paid to artiste(s) in U.S. dollar(\$) at the same exchange rate equivalent to the exact currency earned outside United States of America. In the scope of this agreement, Foreign will be defined as "any country other than the United States of America".

## **TERMINATION**

1. Either party may terminate this agreement by giving written notice to the other, if that other party breaches any term of this agreement and, (where the breach is capable of rectification) having been given 5 days notice requiring it to rectify its breach, the other party fails to do so.
2. The Company may terminate the agreement immediately, without any notice to the artiste(s) if any member of the artiste(s) commits any act of serious misconduct, including without limitation:
  - Any act of fraud or dishonesty;
  - Any act which may injure or endanger any other person;
  - Any act which may directly or indirectly damage the reputation of the company; or being drunk, intoxicated or under the influence of drugs.
3. Except where the Agreement is terminated due to breach by the Company, on termination the artiste(s) will be compensated by the company 50 percent of the total deposit and will be allowed to only record a song with only one artiste in the label owning the copyright of that song, if the agreement is terminated due to the breach by the artiste only 30 percentage of the total fee will be paid to the artiste and termination of all agreements made by both parties.

## **TENNESSEE LAW/PREVAILING PARTY**

This Agreement shall be deemed to have been made in the State of Tennessee and its validity, construction, breach, performance and operation shall be governed by the laws of the State of Tennessee applicable to contracts made and to be performed in the State of Tennessee. Should either Party institute legal suit or action for enforcement of any obligation contained in the agreement, it is agreed that the Venue of such suit or action shall be in the State of Tennessee. The prevailing party in any suit or action between the Parties regarding the Terms of this Agreement will be entitled to reimbursement of all reasonable attorney's fees and court costs from the non-prevailing Party. Reimbursement must be made within thirty (30) days of the dispute being resolved, by a court of competent jurisdiction.



**GENERAL**

1. This agreement is made between the artiste(s) and the Company whereby the company intends to bring the artiste(s) under the umbrella of RCA NASHVILLE for a total of six month after which if the artiste(s) is proven to be profitable then a Record Signing Deal will be presented to the artiste(s).
2. This engagement is personal and cannot be assigned, transferred or sub-contracted. If any of the artiste(s) specified in this contract cannot reasonably fulfill the whole or any part of the Performance, the artiste(s) must notify the Company, and obtain the approval of the Company (acting reasonably) of any replacement.
3. This agreement may only be changed in writing signed by all parties.
4. This agreement after been prepared and from the day it is sent to the artiste(s) is given seven (7) days to accept or disagree to this agreement so that all arrangements can be decided upon and made before the date of the shows.

**ARTISTE(S) DETAILS/INFO**

NAME	ADDRESS	PHONE NUMBER/EMAIL	FEDERAL TAX ID	POSITION IN BAND

In witness whereof, the parties have executed this Agreement, by their respective officers hereunto duly authorized, the day and year written above.

**AGREED TO AND ACCEPTED:**

**Signed for and on behalf of the Artist (s) And Company by their authorized representative:**

**Company Representative Name:**

**Artiste(s) Representative Name:**

\_\_\_\_\_

\_\_\_\_\_

**Company Representative Witness:**

**Artiste(s) Representative Witness:**

\_\_\_\_\_

\_\_\_\_\_



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**N A S H V I L L E**