

SESSION MUSICIAN AGREEMENT

Date: _____

The parties:

Your initials

YOUR NAME – the Master Owner (herein referred to as XX)

And

Musician initials

MUSICIAN NAME - the Musician (herein referred to YY or the “Artist”)

Whereas:

XX hereby commissions YY to render his/her services as a (insert their role in recording e.g. bass player/vocalist etc.) in connection with master recordings for tracks on (insert song title) (hereinafter, together with all versions and remixes thereof “the Master”) under the following terms and conditions:

1. Rights to the Master

- 1.1. Parties agree that **XX** shall be considered as the sole owner of all rights in and to the Master and is entitled to all proceeds derived from exploitation thereof and in connection therewith.
- 1.2. Insofar as necessary, **YY** hereby assigns all rights in and to the Master to **XX** the results and proceeds and all rights to the Master (including the copyrights therein) to **XX**, irrevocably and in perpetuity.
- 1.3. **XX** shall have the sole, transferable and unlimited right to reproduce, multiply, publish, distribute and exploit the Master in every possible way (including synchronisations), known now or later developed, anywhere in the world.
- 1.4. **YY** hereby irrevocably and unconditionally waives any and all moral and like rights that he/she has in the Master and hereby agrees not to make a claim against **XX** (or any authorised third party) in connection to the exploitation of the Master based on such moral or like rights.

2. Fees

- 2.1. In consideration of **YY** hereby assigning all of the **YY** rights and consents in respect of all versions, re-arrangement, amendment or adaptation of the master recording(s) below world-wide and in perpetuity, **XX** shall pay to **YY** a fee of £ (insert fee)
- 2.2. **YY** is entitled to receive additional income as a featured (insert their role in recording as above) from PPL (or equivalent) provided that **YY** is a member of such collection society and payments are made directly to **YY** via such society. **YY** shall have sole responsibility to collect his/her performer right.
- 2.3. Fees shall only be made to **YY** upon approved / accepted contribution to the master and a valid invoice made out to **XX** or organisation specified by **XX**.

3. Guarantees & Indemnities

- 3.1. **YY** hereby represents, warrants and agrees that the results and product of his/her services hereunder are and will be original with **YY**, and that the results and product of their services hereunder do not and will not defame, infringe or violate the rights of privacy or any other rights of third party and are not subject of any actual or threatened litigation or claim.

- 3.2. **XX** shall have the right to use and publish **YY's** name (real and professional), likeness and biographical material and authorise other to do so in connection with the exploitation of the Master throughout the world and in perpetuity.
- 3.3. Where applicable and practicable, **XX** shall register or inform third parties to refer to the Artist for the recording of his/her master as (insert full musician name).
- 3.4. **YY** hereby fully indemnifies and shall keep **XX** harmless against all possible claims of third parties, all damages, claims and costs (including reasonable costs of legal assistance) and expenditure of **XX** which might ensue from breach of the obligations of **YY** under his/her Agreement.
- 3.5. **YY** undertakes and guarantees that they shall not render their services as a (insert their role in recording as above) (featured or otherwise) in connection to a recording embodying the musical compositions embodied on the Master by any third party for a period of 15 (fifteen) years subsequent to the date of the release of the Master under his/her Agreement, unless with the prior written approval of **XX**.
- 3.6. **YY** warrants and represents that they have the full right, power and authority to execute his/her Agreement and to grant the rights granted herein to **XX**.
- 3.7. **YY** shall indemnify **XX** and its assigns and licensees against any loss, cost or damage arising out of or in connection with any breach of any of the aforesaid representations, warranties or agreements.
- 3.8. This Agreement shall be construed in accordance with the laws of England and Wales where the accredited courts shall have sole and exclusive jurisdiction over any controversies regarding, arising out of, or in connection with his/her Agreement.

4. Miscellaneous

- 4.1. This Agreement does not include composer or publisher public performance rights embodied in the musical composition (e.g. through PRS / BMI / GEMA / SACEM or equivalent) which shall be agreed separately if applicable.

IMPORTANT INFORMATION:

By signing this Agreement, both parties acknowledge that they are entering into a legally binding contract between **XX** and the Artist listed below.

Session Details:

Artist Name:	(insert full musician name)
Session Date:	
Project:	
Title of Recording(s)	
YY Main Contribution (e.g. Vocalist / Guitar.)	
YY Additional Contribution (if any):	
Producer Name:	

Total Session Fee to be paid to YY (incl. VAT):	
Additional Fees (if applicable): Explain Additional Fees:	

Signed and Agreed:

Your Name _____

Dated: _____

Artist Name _____

Dated: _____