



FEATURED ARTIST / COLLABORATION AGREEMENT

This is an agreement ("Agreement") made on {DATE} between {EMPLOYER.NAME}, {an individual/ a {state} {entity name} doing business as {dba name} ("Employer"), and Clarkoh Originals LLC, a Massachusetts limited liability company doing business as Clarkoh ("Side Artist") for Side Artist's performance in relations to a master recording ("Master") recorded and owned by Employer.

1. FEATURED/SIDE ARTIST'S SERVICES:

Side Artist shall perform as a vocalist on the Master embodying the performances of {MAIN.ARTIST.NAME} ("Artist") for inclusion, at Employer's election, on a recording to be released for sale to the public ("Audio Product"). Production of the Master shall take place at dates and times to be mutually agreed upon by Employer and Side Artist. Side Artist shall perform on the song presently titled "{SONG.TITLE}" ("Song"). Recording sessions for the Master will be conducted by Employer at Employer's sole cost and expense. Employer shall pay all Recording Costs of the Masters recorded hereunder as and when due.

2. COMPENSATION:

Employer shall pay Side Artist the following for Side Artist's services listed in this Agreement:

- A. A payment of {SERVICE.FEE.AMOUNT} (\$XXXX) ("Service Fee").
- B. In addition to the fee set forth in 2a., Side Artist shall receive an amount equal to {ROYALTY.RATE} percent ("Royalty") of the Net Receipts paid to Artist for exploitation of the Masters, including, but not limited to sales of Audio Products or any flat fee received by Artist for licensing or sublicensing the Masters. In the sale of Audio Products, Side Artist's royalty payment shall be calculated as the Net Receipts divided by a fraction and multiplied by Side Artist's royalty percentage. The numerator of the fraction shall be the number of Masters that Side Artist's performance appears on any Audio Product (e.g. a single, EP, album, compilation, music video, etc) embodying the Masters and the denominator of the fraction shall be the total the number of all masters appearing on the Audio Product.
- C. Side Artist shall be entitled to claim **forty-five** percent (**45%**) of the royalties payable for master recording performance royalties to a recording artist by SoundExchange for Side Artist's performance as a "featured artist" on each Master recorded hereunder.
- D. Employer shall account to Side Artist for any Royalties due under this Agreement within thirty (30) days of receipt of payment by Employer. Employer shall send such accounting with payment, if any, to Side Artist at Side Artist's address or via ACH Direct Deposit (whichever is marked as preferred within this agreement) listed below. In the event Side Artist's address changes, Employer shall have no obligation to send the accounting and royalty payment to any other address until Side Artist shall give to Employer in writing such new address.
- E. Employer shall maintain books of account concerning the sale of Audio Products hereunder. Side Artist, or a representative, in Side Artist's behalf, may, at Side Artist's sole expense, may examine Employer's books (relating to the sale of Audio Products



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hereunder) solely for the purpose of verifying the accuracy thereof, only during Employer's normal business hours and upon reasonable written notice.

- F. Employer agrees to prepare and send a letter of direction to the Employer's Record Company directing any payments due to the Side Artist under this Agreement to be paid from Employer's royalty and paid directly to Side Artist.

3. **MASTER OWNERSHIP:**

Each Master made under this Agreement, from the inception of recording, will be considered a work made for hire for Employer, if any such Master is deemed not to be a work made for hire, all rights, title and interest in the Master which are attributable to the Side Artist's participation in its authorship will be deemed transferred to Employer by this Agreement and this Agreement may be filed with the Register of Copyright as an official transfer of copyright if such be necessary. All Masters made under this Agreement, from the inception of recording and Audio Products derived therefrom, shall be the sole property of Employer, free from any claims whatsoever by Side Artist or any other person; and Employer shall have the exclusive right to claim ownership of and register the copyright to those Masters in his name as the owner and author of them and to secure any and all renewals and extensions of such copyright throughout the world.

4. **MUSICAL COMPOSITIONS ("Songs"):**

Side Artist shall be considered the author of the music or lyrics which are written or composed wholly or in part by Side Artist that are recorded on the Masters alone or in collaboration with Employer or with others. Such ownership percentage shall be accorded to Side Artist in accordance with Side Artist's percentage of authorship based on the copyright laws of the United States. Appropriate credit as a songwriter and author of the music showing Side Artist's performance right society affiliation shall be given to Side Artist based on the songs produced and created under this Agreement.

5. **SAMPLE USAGE IN MUSICAL COMPOSITIONS ("Songs"):**

Employer hereby warrants, represents and agrees that there are no samples, interpolations, replays, or other third party copyrighted material (individually and collectively, "Sample(s)") contained in the Composition. If a Sample should become the subject of a copyright claim in connection with the Composition and the Sampled writer(s)/publisher(s) are to receive a copyright interest in and to the Composition and/or payment of monies attributable to the Composition, then Employer agrees that Side Artist's shares in the copyright and/or monies attributable to the Composition shall not be reduced. Employer is the individual party responsible for furnishing such Sample(s).



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6. MECHANICAL LICENSING AND ROYALTIES

All mechanical royalties payable hereunder shall be paid on the basis of net records sold hereunder for which royalties are payable to Artist pursuant to paragraph 2b of this Agreement.

- A. Side Artist shall be entitled to claim **{ROYALTY.RATE}** percent (**XXX%**) of the royalties payable for mechanical royalties for Side Artist's performance on each Master recorded hereunder.
- B. Employer shall account to Side Artist, on a quarterly basis and pay royalties to Side Artist, if any, within forty-five (45) days of the end of each quarter period beginning January 1, April 1, July 1, and October 1. Employer shall send such accounting with payment, if any, to Side Artist at Side Artist's address or via ACH Direct Deposit (whichever is marked as preferred within this agreement) listed below. In the event Side Artist's address or Direct Deposit information changes, Side Artist shall give to Employer in writing such new address and/or information.

7. RIGHTS TO USE NAME:

Employer shall have the world wide right in perpetuity to use and to permit others to use Side Artist's name, (both legal and professional, and whether presently or hereafter used by the Side Artist), likeness, other identification, and biographical material concerning the Side Artist for the sole purposes of trade and otherwise without restriction in connection with the Masters recorded hereunder, and the Audio Products derived therefrom.

8. CREDIT:

Employer shall give Side Artist appropriate credit on Audio Product packaging whether printed or in a format for internet, digital or electronic sales as is customary in the music industry for all configurations. Such credit shall be in substantial form: "featuring Clarkoh"

9. DEFINITIONS:

"**Service Fee**" shall mean a payment for contributing to the composition of the Master.

"**Royalty**" shall mean a percentage of the Net Receipts that Side Artist is to be paid by Employer for exploitation of the Masters, including, but not limited to sales of Audio Products or any flat fee received by Artist for licensing or sublicensing the Masters.

"**Audio Product**" shall mean and include without limitation all forms of recording and record reproduction by which sound may be fixed, embodied, or recorded by any method now known or later developed, for any and all public or commercial uses including magnetic recording tape, compact disc, Digital Formats, Electronic Transmissions. laser disc, film, electronic video tapes or recordings, and any other medium or device now known or later developed.



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"Digital Format" shall mean the format of the Masters other than a physical configuration typically created in a computer file format (e.g. MP3, WAV, etc.) that are distributed and sold to consumers by Electronic Transmission.

"Electronic Transmissions" shall mean the transmission and distribution to the consumer, other than the distribution of physical Audio Products to consumers, whether of sound alone, sound coupled with an image or sound coupled with data, in any form including but not limited to the downloading or other conveyance of Artist's performance on Masters, Digital Formats or audiovisual recordings recorded hereunder by telephone, satellite, cable, direct transmission over wire or through the air, and on-line computers whether a direct or indirect charge is made to receive the transmission.

"Expenses" shall mean all expenses incurred under this Agreement including all Recording Costs, as that term is defined herein, payments to union pension and welfare funds, editing costs, distribution fees, licensing fees, payroll taxes and other payments to third parties on Artist's behalf, tour support, liability and medical insurance and legal accounting fees payable to Artist's own legal counsel or accountant (if any such payments are actually made by Employer) and customary artwork, all taxes, mechanical royalties payable to third parties or payable to Artist hereunder, manufacturing, packaging charges, or legal fees payable on artist's behalf, or fees associated with filing copyright or trademark fees, all costs attributed to promotion, marketing and advertising expended in furtherance of the sale of Audio Products produced from the Masters.

"Master" shall mean every recording of sound, whether or not coupled with a visual image, by any method and on any substance or material, whether now or hereafter known, which is used or useful in the recording production and/or manufacture of Audio Products.

"Net Receipts" shall mean the amount received by Employer from sales or licenses of Audio Products after deducting any and all Expenses, costs, taxes and/or third party payments in connection with the creation, production, manufacture and exploitation or use of such Audio Products, Masters or Audiovisual Material recorded or produced under this Agreement.

"Recording Costs" shall mean all direct expenses paid or incurred by Employer in connection with the production, mixing and mastering of the Master including but not limited to studio rentals, tape, engineering, editing, instrument rental, and mastering, any per diems of any other person rendering services in connection with the recording of the Masters.

10. INDEPENDENT CONTRACTOR:

Side Artist hereby acknowledges and agrees that Side Artist's services are being provided hereunder as an independent contractor. Accordingly, and pursuant to Side Artist's request Employers shall not withhold, report or pay withholding taxes with respect to the compensation payable hereunder. "Withholding taxes" shall include, without limitation, federal and state



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income taxes, federal and state income taxes, federal social security tax, and unemployment insurance tax.

11. **JURISDICTION:**

This Agreement shall be construed in accordance with the laws of the State of Massachusetts and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of Massachusetts applicable to contracts entered into and performed entirely within the State of Massachusetts. The appropriate jurisdiction for any legal dispute and lawsuits filed under this agreement shall be filed in Suffolk County, Massachusetts.

12. **ENTIRE AGREEMENT:**

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement, shall be binding upon either party unless confirmed by a written instrument signed by both parties or their agents.

[signature on separate page]



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The effective date of this Agreement will be the date of this Agreement set forth above.

Employer:	{Insert Business Name or Individual} d/b/a {if any}
Signature:	
Printed Name:	{Insert Legal Person}
Title:	{if any}
Address:	

Acknowledgement Of Terms By Artist

The terms of this Agreement is acknowledged and agreed to by members of Artist. In particular, Artist acknowledges that Artist's Royalty paid under Artist's Recording Agreement with Employer are "all-in" and that Side Artist's Royalty payable under this Agreement will be deducted from Artist's Royalty payable under Artist's recording agreement with Employer ("Artist's Recording Agreement") for which the Masters recorded hereunder are being recorded pursuant thereto. Employer is granted the authority by this Acknowledgement to deduct Side Artist's Royalty payable hereunder from the amount of all royalties payable to Artist under the Artist Recording Agreement.

Artist:	
Printed Name:	
Signature:	
SSN:	
Address:	

Side Artist:	Clarkoh Originals LLC d/b/a Clarkoh
Signature:	
Printed Name:	Jabari Clarkson Coy-Gooding, Manager, Clarkoh Originals LLC
Title:	President
Address:	867 Boylston Street 5th Floor, Boston, MA 02116



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PUBLISHING SPLIT SHEET

COLLABORATION AGREEMENT

This agreement ("Agreement") made and entered into this ____ day of _____, 20__ by and between _____ and _____ ("individually referred to as Writer or collectively as Writers") regarding the collaboration on a musical composition titled " _____ " (hereinafter "Composition") under the following terms:

1. OWNERSHIP RIGHTS:

That the copyright in the Composition shall be secured and held in the names of the parties hereto, with writing credit, songwriter and publishing income from the Composition being listed and divided as follows:

Writer 1: _____ percent (_____%)

Writer 2: _____ percent (_____%)

Composer 1: _____ percent (_____%)

Composer 2: _____ percent (_____%)

2. ADMINISTRATION AND RIGHTS:

- A. Each Writer shall administrate his or her share individually or through the Writer's publishing affiliate.
- B. Any decision concerning the alterations or omissions from or additions to the music and lyrics of the Composition shall be by the unanimous decision of the parties.
- C. All income received for publishing royalties shall be divided amongst the writers based on the ownership percentages listed herein. Each Writer shall receive Writer's share of performance royalties directly from Writer's own performance rights affiliate. Each Writer shall be responsible for notifying Writer's own performance royalty affiliate.

3. WARRANTIES:

Except to the extent that the material is in the public domain in the United States, each of the parties represents and warrants that the material either written or hereafter written, or both, by such party for the Composition shall be original with such party and shall not violate or infringe the copyright, common law copyright, right of privacy, or any other personal or property right whatsoever of any person or entity, or constitute a libel of slander, and that such party fully owns and controls such material and all rights therein and has the full right to enter into this



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Agreement and all production contracts and other contracts and consents to entered into hereunder.

If a Sample (samples, interpolations, replays, or other third party copyrighted material (individually and collectively, "Sample(s)")) should become the subject of a copyright claim in connection with the Composition and the Sampled writer(s)/publisher(s) are to receive a copyright interest in and to the Composition and/or payment of monies attributable to the Composition, then each of the parties agrees that "Jabari Clarkson Coy-Gooding's" shares in the copyright and/or monies attributable to the Composition shall not be reduced.

4. ASSIGNMENT:

Neither party to this Agreement may assign this Agreement or herein without the prior written consent of the other party, except that either party may freely assign his or her interest in the Composition to his or her Publishing Company or Publishing Designee in accordance with the provisions herein, provided such assignment shall not relieve the assigning party of his duties and obligation herein provided.

5. JURISDICTION:

This Agreement, regardless of its place of execution, shall be construed, interpreted and enforced in accordance with the laws of the State of Massachusetts applicable to agreements executed, delivered and to be performed within such State.

6. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the parties hereto and may not be modified except by a written instrument duly executed by the parties hereto or their assignees or authorized representatives.

In witness whereof, the parties have duly executed this Agreement on the day and year first above written.

[signature on separate page]



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Writer 1:

Legal Name:	
Address:	
Phone:	
Email:	
PRO Affiliation:	
CAE/IPI #	
Ownership Percentage:	
Music or Lyrics:	
Signature:	
Birthdate:	
Publisher (1) PRO Affiliation:	
CAE/IPI #	
Publisher (1) Percentage:	
Publisher (2):	
Publisher (2) PRO Affiliation:	
CAE/IPI #	
Publisher (2) Percentage:	



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Writer 2:

Legal Name:	
Address:	
Phone:	
Email:	
PRO Affiliation:	
CAE/IPI #	
Ownership Percentage:	
Music or Lyrics:	
Signature:	
Birthdate:	
Publisher (1) PRO Affiliation:	
CAE/IPI #	
Publisher (1) Percentage:	
Publisher (2):	
Publisher (2) PRO Affiliation:	
CAE/IPI #	
Publisher (2) Percentage:	