

Producer Agreement Checklist

This is a checklist of key deal points and issues in a producer agreement. It is not exhaustive. It is not a substitute for legal advice. Every deal is different in some way. Almost all deals can be improved by professional analysis and negotiation. Producer agreements can have significant implications on an artist's and label's exploitation of masters and an artist's exploitation of songs. You should get competent and specialised legal advice on the subject matter and terms of any agreement before you sign anything. However, this checklist sets out the details and issues you should be on the look-out for.

1 Producer details

Company or individual? (If company, promise of producer's personal services?)

2 Details of party engaging producer

- a. Company or individual? Artist or label?
- b. Name of recording artist

3 Project and services

- a. Describe project or tracks for which producer is being retained (include song list and writer credits)
- b. Non-exclusive services
- c. Fully mixed and mastered recordings (commercial release quality?)
- d. Producer's warranty that masters don't infringe third party copyright

4 Recording process

- a. Recording and Delivery dates and times
- b. Who pays (and chooses) session musicians, studio hire and sound engineer (if any)
- c. Who obtains performer releases?
- d. Budgets (who prepares, approves?)
- e. Delivery (method, date, consequence of non-delivery) (including all stem files, mixes, etc)
- f. Acceptance or rejection (who pays for further recordings)

5 Producer as co-writer

- a. Will the producer assist co-write or arrange songs? If so, will producer be acknowledged as co-writer?
- b. Keep accurate records of each party's contribution (including song list)

6 Copyright and stemfile ownership

- a. When does copyright vest in artist/label? (on creation or on payment)
- b. Will producer acquire copyright in compositions?

7 Producer fees and royalties and credit

- a. Flat fee? All in Fee? Recoupable? When Payable? (50% before, 50% on delivery)
- b. Royalty split? After recoupment (all costs or producer's costs)?
 - i. Based on master sales (subject to same reductions as artist?)
 - ii. Publishing income split?
- c. Production Costs
- d. Multiple Producers
- e. Accounting
- f. Producer's credit (right to use producer's name in promotion?)

For further information consult your local Industry Association, Arts Law, or a legal professional.