

Producer Agreement

TEMPLATE ONLY — not legal advice. Have an entertainment attorney review before signing.

This Producer Agreement (the “Agreement”) is entered into as of [EFFECTIVE DATE] by and between:

- **Artist/Company:** [ARTIST OR LABEL LEGAL NAME], professionally known as [ARTIST/ PROFESSIONAL NAME], with an address at [ARTIST ADDRESS] (“Artist”); and
- **Producer:** [PRODUCER LEGAL NAME], professionally known as [PRODUCER NAME/ALIAS], with an address at [PRODUCER ADDRESS] (“Producer”).

Plain-English summary (not part of the legal terms): Producer is being hired to produce one or more recordings for Artist. Producer gets paid an up-front fee (an advance against royalties) plus “producer points” — a royalty percentage on the records. The **master recordings are owned by Artist** as works made for hire. Producer keeps any **songwriting/ publishing** share separately if Producer co-writes (that is NOT covered by this Agreement). Producer gets proper credit.

1. Services / Recordings

1.1 Producer will render production services for the following recording(s) (the “Master(s)”):

☐

Single track: “[**TRACK TITLE**]”

☐

[**NUMBER**] tracks listed in **Schedule A**

☐

An EP/project titled “[**PROJECT TITLE**]” ([**NUMBER**] tracks)

1.2 Services include, as applicable: [beat/instrumental production, arrangement, recording, vocal production/comping, engineering, programming, session musician coordination, mixing, delivering production stems], performed at [STUDIO / PRODUCER’S FACILITY].

1.3 Producer will perform in a professional, timely manner consistent with first-class industry standards and reasonably accommodate Artist’s creative direction and revision requests (up to [REVISION ROUNDS, e.g., 2] rounds of revisions per track included; additional rounds billed at \$[REVISION RATE]/track or [HOURLY RATE]/hour).

2. Deliverables and Deadline

2.1 Producer will deliver, on or before [DELIVERY DATE]:

- ☐ Final mixed master, [WAV 24-bit/44.1kHz or 48kHz] (the “Main Mix”);
- ☐ Instrumental (TV track), clean/radio edit, and a cappella where applicable;
- ☐ Full session **stems** / **multitracks** / **project files** labeled and consolidated;
- ☐ A completed **split sheet** identifying all songwriters and producers and their proposed shares;
- ☐ A list of any **samples, interpolations, or third-party elements** used (with source and clearance status — see Section 7).

2.2 Artist has [APPROVAL WINDOW, e.g., 10] business days after delivery to approve or request revisions. A Master is “Accepted” upon written approval or commercial release, whichever is first.

3. Fee / Advance

3.1 **Producer Fee (Advance):** \$[FEE AMOUNT] per [track / project], payable: [] [50]% on signing (an “engagement deposit”), [] [50]% on Acceptance/delivery / [] other: [SCHEDULE].

3.2 The Producer Fee is a **non-returnable advance recoupable against Producer’s royalties** under Section 4 (i.e., Producer keeps the fee no matter what, but it is credited against future points before royalties are paid through). *(This is the standard structure — fee = advance against points.)*

3.3 **Studio/third-party costs:** Costs of [outside session musicians, additional studio time, sample clearances, third-party mix/master] are [] included in the Fee / [] Artist’s responsibility / [] reimbursable to Producer if pre-approved in writing.

3.4 Payment by [ACH / wire / check / other] to [PRODUCER PAYEE]. Late payments over [LATE DAYS, e.g., 15] days accrue [LATE FEE, e.g., 1.5]% / month.

4. Producer Royalty (“Points”)

4.1 Artist will pay Producer a royalty of [**PRODUCER POINTS, e.g., 3–5**]% (the “Producer Royalty” or “points”) of the applicable royalty base, on Masters produced by Producer and sold or exploited. *(Typical range: 3–4 points for a developing/independent producer, 4–5 for established; a “co-producer” share is lower, e.g., 1.5–2.5.)*

4.2 **Royalty base / “all-in” note:** If Artist’s own deal is “all-in” (Artist’s royalty already includes producer points), Producer’s points are **carved out of and paid from within Artist’s royalty rate**, calculated on the **same basis** (same retail/PPD base, same deductions, same proration for streaming)

as Artist's royalty. Producer's points are computed on a [retail/SRLP / PPD / net-receipts] basis consistent with Artist's distribution deal.

4.3 **Recoupment:** Producer's points are payable **after** Producer's Advance (Section 3) is recouped from Producer's share. **Record One (preferred for Producer):** once Artist has recouped Producer's advance from Producer's royalty share, Producer is paid retroactively from the **first** record sold/streamed. *(Specify Record One vs. recoupment-from-account; Record One is producer-favorable and common.)*

4.4 **Streaming:** For streaming/download income, Producer's share is the applicable points applied to Artist's net receipts from the master, prorated by Producer's contribution where a project has multiple producers.

4.5 **Accounting:** Artist (or Artist's label) accounts to Producer **[semi-annually]**, within [ACCOUNTING DAYS, e.g., 60] days after each period, with itemized statements. Producer may audit once per [12-month] period on [AUDIT NOTICE, e.g., 30] days' notice; if an audit shows underpayment over [AUDIT THRESHOLD, e.g., 5]%, Artist pays the shortfall plus reasonable audit cost.

4.6 **Letter of Direction:** Artist will deliver, and where applicable cause its distributor/label to honor, a **Letter of Direction (LOD)** instructing payment of Producer's points directly to Producer.

5. Credit

5.1 Producer will receive the following credit on the Master and in metadata, liner/digital notes, and DSP credits where Artist controls them:

┆ "Produced by [PRODUCER NAME/ALIAS]"

5.2 [] Additional credit: [e.g., "Mixed by", "Recorded by", "Additional production by"]. Credit shall be **no less prominent** than that given to other producers of comparable contribution on the same project. Inadvertent failure to credit is curable prospectively within [CREDIT CURE DAYS, e.g., 15] days of written notice and is not a material breach.

5.3 Producer may list the Master(s) in Producer's portfolio/discography and reference the collaboration in promotional materials, consistent with any release-date confidentiality.

6. Ownership of Masters (Work Made for Hire)

6.1 Producer acknowledges the Masters are created as a "**work made for hire**" for Artist under U.S. copyright law. To the extent any Master (or Producer's contribution) is not deemed a work made for hire, Producer hereby **irrevocably assigns to Artist** all right, title, and interest in and to the sound recording(s), including the copyright, master rights, and all derivatives, throughout the world in perpetuity.

6.2 What Producer keeps: This Section transfers only the **sound recording (master)** rights. It does **NOT** transfer any **songwriting or music publishing** interest. If Producer co-writes the underlying composition (e.g., contributes original melody/chords/lyrics as a beatmaker-writer), Producer retains Producer's **writer/publisher share** as set out on the split sheet (Section 2.1) — that share is governed separately, not by this Agreement.

6.3 SoundExchange / featured-performer note: Producer is engaged as a producer, not a featured artist; Producer is **not** entitled to SoundExchange featured-performer royalties for the Master unless separately agreed in writing.

6.4 Producer will sign any further documents reasonably needed to confirm Artist's ownership (and appoints Artist attorney-in-fact for that limited purpose if Producer fails to sign within [DAYS, e.g., 10] days of request).

7. Samples and Clearances

7.1 Producer warrants that the production is **original** except for any samples/interpolations expressly disclosed in the deliverables (Section 2.1) and Schedule A.

7.2 For any disclosed sample, the cost and responsibility of clearance is: ☐ Producer's / ☐ Artist's. **Undisclosed** uncleared samples are Producer's responsibility, and Producer will indemnify Artist for losses arising from them.

8. Warranties and Indemnity

8.1 Producer warrants: Producer has the right to enter this Agreement; the work (except disclosed samples) is original and non-infringing; Producer is free of conflicting obligations; and Producer will obtain releases from any session contributors so their contributions are also works made for hire or assigned to Artist.

8.2 Artist warrants: Artist has the right to enter this Agreement and will pay all amounts when due.

8.3 Each Party indemnifies the other for losses from a breach of its warranties. Producer's indemnity for non-clearance is uncapped; otherwise each Party's liability excludes consequential/punitive damages.

9. Term, Termination, Independent Contractor

9.1 This Agreement covers the Master(s) in Section 1 and continues for royalty/accounting purposes as long as the Masters generate income.

9.2 Termination for cause: Either Party may terminate on [CURE PERIOD, e.g., 15] days' written notice for an uncured material breach. If Artist terminates for Producer's non-delivery, Producer returns

the unearned portion of any deposit for undelivered Masters; delivered/Accepted Masters remain Artist's property and Producer's accrued points survive.

9.3 **Kill fee (optional):** If Artist cancels a commissioned track before delivery for reasons other than Producer's breach, Artist pays a kill fee of \$[KILL FEE] (or [%] of the Fee).

9.4 Producer is an **independent contractor**, responsible for Producer's own taxes; nothing creates employment, partnership, or joint venture. Producer is **not** Artist's manager or agent.

10. General

10.1 **Assignment:** Artist may assign to a label/distributor or successor (and must bind them to Producer's credit and royalty terms). Producer may not assign except the right to receive royalties.

10.2 **Confidentiality:** Unreleased Masters and Artist's business terms are confidential until release or as mutually agreed.

10.3 **Notices** to the addresses above; email: Artist [ARTIST EMAIL] / Producer [PRODUCER EMAIL].

10.4 **Governing law / venue:** State of [GOVERNING STATE]; disputes in [court in [COUNTY/STATE] / arbitration per [RULES] in [LOCATION]].

10.5 **Entire agreement / amendment** in a signed writing only; **severability** preserves the remainder; counterparts and electronic signatures accepted.

Signatures

Artist / Company

Signature: _____ Date: _____ Name / Title: [ARTIST SIGNATORY],
[TITLE] Entity (if any): [LABEL/COMPANY]

Producer

Signature: _____ Date: _____ Name: [PRODUCER LEGAL NAME]
Professional name: [PRODUCER NAME/ALIAS] PRO / IPI (if writer): [ASCAP/BMI/SESAC] / [IPI #]

Schedule A — Tracks, Points, and Splits

#	Track Title	Producer Role	Points %	Fee/Advance \$	Songwriting Split % (separate)	Samples?
1	[TRACK TITLE]	[Producer / Co-producer]	[%]	[\$FEE]	[%]	[Y/N — detail]

#	Track Title	Producer Role	Points %	Fee/Advance \$	Songwriting Split % (separate)	Samples?
2						

Deal quick reference - Total advance: \$[TOTAL FEE] - Points: [PRODUCER POINTS]% — [Record One / from-account] recoupment - Ownership: Masters = work-made-for-hire to Artist; publishing retained by writers per split sheet - Accounting: [semi-annual], [60] days after period close - Credit: “Produced by [PRODUCER NAME/ALIAS]”