

Musicians Access.com
Artist Agreement for Posting/Publishing/Representation

1.0 This Artist Agreement (the **Agreement**) is made between **Musicians-Access.com** (the **Publisher**) and _____, (the **Artist**) with no limitations expressed or implied to the **Artist** on their continued use and performance of their owned and copyrighted material. The **Publisher** will assume the right of a **Finders Fee** (the **Fee**) in the event that the **Artist** is signed to a **Recording Company Label** (the **Label**) or publishes any recordings that the **Publisher** is a direct participant in located on the Musicians Access.com web site (<http://www.musicians-access.com> the **Site**). These activities may include, but are not limited to:

- Acting as an agent or other representative to the **Label**
- Providing a direct contact or intermediary to the **Label**
- Providing recording or other direct artistic assistance pre-arranged with the **Artist**
- Providing artistic content, including musical tracks or art work

1.1 The **Fee** is to be limited to **5%** of the signing fee paid by the **Label** on behalf of the **Artist** and paid to the **Publisher**. At no time will the **Artist** be liable for the **Fee** if they arrange or engage the **Label** on their own merits or efforts without the direct involvement of the **Publisher**.

2.0 The **Publisher** will provide at no cost a simple web presence based upon a three page template on the **Site** to include a page of **Musical Sound Recordings** (the **Published Material**) in **MP3** format, links for contact information and biography(ies) of the **Artist** and a listing information on scheduled performances and/or reviews. All web page content is to be provided by the **Artist**, including any and all updates to the **Published Material** and images, photos, video or other such promotional devices.

2.1 The **Publisher** can, for additional service fees due at the time the services are rendered, provide such services as, but not limited to, Professional Web Page Development Services, Fully Qualified Domain Name (FQDN) Registration, Web Page Hosting Services, In Studio Recording Services, Recording Mixing/Mastering Services, Artist Management and Representation Services and Recording Pressing Services. These services will be contracted with the **Publisher** on a separate invoice/contract basis with the **Artist** before the work is begun.

2.1.1 Any **Musical Additions** provided by the **Publisher** will be provided to the artist to aid in completing the **Published Material**. If any of the **Published Material** is traded in the public market space and includes any of these **Musical Additions**, the musicians who performed this work will be compensated by having their name credited with their work on the **Published Material** and paid scale for their accumulated time in providing the **Musical Addition**. The compensation and scale will be that of the industry standard scale for musical work at the time the work is rendered. The **Artist** will be provided with the amount of compensation due before the **Published Material** including the **Musical Additions** is provided.

3.0 At any time, this agreement may be cancelled by either party, the **Publisher** or the **Artist**, without prejudice or penalty, but such cancellation must be in writing, either via hard copy written document or via electronic mail (email). At all times, the **Artist** will retain copyright and ownership of any and all of their **Published Material** regardless of the current status of the **Agreement**.

4.0 All hard copy/physical materials used in the publication process (CD inserts, jewel cases, Blank CD media, etc.) are the responsibility of the **Artist**. All charges incurred to distribute physical media (mailing charges, mailing labels, envelopes and packaging) are also the responsibility of the **Artist**. All material from the **Artist** is to be provided to the **Publisher** either via electronic File Transfer (FTP), Electronic Mail (email) or hard copy submission (CD or DVD media).

5.0 All **Published Material** posted on the **Site** will, by US law, as stated in the 1976 Copyright Act, which became effective January 1, 1978, will be copyrighted as defined that a work is automatically protected by copyright when it is created. A work is created when it is "fixed" in a copy or phonorecord for the first time. Neither registration in the Copyright Office nor publication is required for copyright protection under the present law.

5.1 However, it is strongly recommended that all material to be published be copyrighted as per the Forms PA and SR available from the U.S. Copyright Office:

<http://www.copyright.gov/circs/circ56.html>

And sent to:

*Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-6000*

6.0 By signing the **Agreement**, the **Artist** agrees to comply with the rules, regulations and guidelines set forth above.

Agreed to on the ____ day of _____, _____ A.D. between:

Artist Representative

Publisher

Artist Representative