

PRODUCER AGREEMENT CHECKLIST

THIS IS A CHECKLIST OF KEY DEAL POINTS AND ISSUES IN A PRODUCER AGREEMENT. IT DOES NOT COVER EVERY ISSUE THAT MIGHT ARISE. EVERY DEAL IS DIFFERENT IN SOME WAY. YOU SHOULD GET LEGAL ADVICE ON LEGAL AGREEMENTS BEFORE YOU SIGN THEM. BUT THIS CHECKLIST IS A GREAT STARTING POINT.

Remember to check out the Producer Agreement Fact Sheet for further information.

1. PRODUCER DETAILS

- 1.1. Will the producer sign in their own name or via a service company? Use the correct entity name, trading name (if any) and ACN or ABN.
- 1.2. If using a service company, ensure there's a promise of the individual producer's personal services (with a personal guarantee that they will perform the company's obligations if, for any reason, it fails to do so).

2. DETAILS OF PARTY ENGAGING PRODUCER

- 2.1. Company or individual? Artist or label?
- 2.2. Name of recording artist.

3. PROJECT AND SERVICES

- 3.1. Describe project or tracks for which producer is being engaged (if known, include song list and writer credits – working titles are OK).
- 3.2. Are the producer's services exclusive to you for the production dates?
- 3.3. Does the producer have to complete a sound mix of the recordings? (Agreement should specify the work must be done to commercial release quality.)
- 3.4. Does the producer have to master the recordings as well?
- 3.5. Ensure producer warrants that anything they do or contribute to the masters won't infringe third party copyright.

4. RECORDING PROCESS

- 4.1. Recording and delivery dates and times.
- 4.2. Who pays for (and chooses) session musicians, studio hire and sound engineer (if any)?
- 4.3. Who obtains session performer releases? (Make sure the form of release is approved by artist/hirer.) If there is a featured artist who's with another label, who arranges clearances and permission to appear from their label?
- 4.4. Budgets (who prepares, approves?).
- 4.5. Delivery (method, format, date, consequence of non-delivery) (including all stem files and sessions, mixes, etc).
- 4.6. Acceptance or rejection (who pays for further recordings if there are issues with the first versions?).
- 4.7. Permission for artist/hirer to create "making of" and "behind the scenes" footage and recordings of the production process for social media, archive documentary purposes?

5. PRODUCER AS CO-WRITER

- 5.1. Will the producer co-write or arrange songs? If this is not known at the outset, is there an agreed procedure for default arrangements for regulating co-writing?
- 5.2. If the producer is co-composing, will the producer's contribution be "bought out" for the producer fee, or will the producer be acknowledged as co-writer, and keep a share of copyright in the music and publishing rights?
- 5.3. Ensure the agreement provides a process for keeping accurate records of each party's contribution (including song list) and writer shares.
- 5.4. Note whether Producer is an APRA member or signed to a music publisher in case additional clearances are required for the artist/hirer to use the producer's contribution to the music.

6. COPYRIGHT AND STEM FILE OWNERSHIP

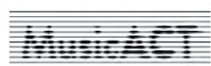
- 6.1. Ensure the contractual definition of "master sound recording" or "master" includes underlying stem files, etc.
- 6.2. When does copyright in the masters vest in artist/hirer? (Pro artist: on creation. Pro-producer: on payment of fee.)

7. PRODUCER FEES, ROYALTIES AND CREDIT

- 7.1. A flat or per-track fee for service, plus agreed production costs?
- 7.2. Or an 'all-in fee', covering the producer's time as well as studio costs and third-party costs such as session musicians and outboard gear?
- 7.3. How much of the fee is recoupable from any producer's royalty?
- 7.4. When is the fee payable? (Commonly: 50% on commencement of production/pre-production, 50% on delivery and acceptance of masters.)
- 7.5. Does the producer get a royalty or "points" as well as a fee?

- 7.6. If so, when does that royalty accrue? (Pro artist: after recoupment of the agreed cost. Pro-producer: from "record one", i.e. from the first point the recording starts earning income.)
- 7.7. If the recording is going to be exploited in the USA, will the artist issue a letter of direction to SoundExchange to assist the producer to access producer's royalties under the SoundExchange scheme?
- 7.8. How is the royalty rate calculated? (Usually on the same basis as the artist's royalty.) The royalty on flat fee income (such as master licence or sync income) is usually set out as a percentage that is proportionate to the ratio the producer's "points" royalty rate bears to the artist's contract royalty (or an agreed nominal royalty of say, 16-20%).
- 7.9. If the producer is credited as a co-writer, how is the producer's publishing income to be administered and paid out?
- 7.10. Multiple Producers: if so, how to manage subsequent producers' work and contribution (accreditation, royalty shares, etc).
- 7.11. Accounting: how frequently will the artist/hirer account to the producer? (E.g. quarterly or half yearly?) Usually aligns with what the accounting periods in the artist's recording contact.
- 7.12. Producer's credit: what form, how/when must it appear?
- 7.13. Right to use producer's name and likeness in promotion?

For more information, you can speak to your local Industry Association, the Arts Law Centre of Australia or a legal practitioner.



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