

# Contract For Recording And Archival Of Live Concert Events

This contract is between \_\_\_\_\_ (recordist) and the \_\_\_\_\_ (promoter) concerning the recording and archival of concert events as promoted by Promoter.

The intent of this contract is to outline an association with the Recordist and the artists contracted by Promoter. Services provided are intended to be an additional source of exposure for the artists, promoter, venues, and recordist. All recordings will be done discretely without effecting the enjoyment of the concert experience for the band or attendees of the events. All recordings will be limited to the acceptable uses as listed below.

## Recordist hereby agrees to provide the following services without fee.

1. The recording and archival of concert events as agreed upon by both parties.
2. All mastering and final production of recordings to 16bit CD quality wav format.
4. The FREE distribution of said recordings through established live music download sites as directed by Promoter.

## Promoter hereby agrees to provide the following.

1. Guestlist+1 for all events contracted by promoter regardless of Recordists permission or ability to record said event.
2. Notification of load-in times or schedule changes
3. Laminate pass or detailed, signed, letter allowing recordist full access to the venue including stage, green room areas, and soundboard patch, or house snake access if requested by recordist.
4. Approval from artists for recording to take place, and notification to Recordist as such including any stipulations requested by the artist or venue.
5. Notification to Artists that recordings made by Recordist may not be sold without permission and negotiation of appropriate fee to Recordist.

## In Detail

At each venue, the recordist will arrive prior to start of show. Recording techniques and equipment may vary between venues and artists. Recordings will be mastered to 16 bit CD quality wav files and distributed and archived in lossless flac format and mp3 if requested. It will be the goal of the Recordist to have all recordings available within 7 days of the event. Recordings will be freely distributed through existing, reputable, live music download sites as bit torrent only if artist approves of such distribution. All master recordings will be archived by the recordist with copies given to promoter or artist if requested. Promoter and Artist to provide media and postage available for copies requested.

All recordings will be mastered as full event archives including all recorded material and edited by Recordist into individual song tracks. Extensive mastering or editing may be requested of Recordist, but may require a fee to Recordist for additional time spent.

In the unforeseen event that a concert is not recorded or a recording is deemed unusable, neither Recordist, Artist nor Promoter has recourse to hold either party liable. Either party has the option to refuse distribution of all or part of a recording for any reason. If the Artist or Promoter desires that a recording not be distributed, Recordist must be notified within 48 hrs of the event.

## Acceptable uses of archival recordings

### Sale of or profiting from recordings

At no time will profit be made through sale or distribution of recordings by any party without the written approval from the Recordist and artist. Recordists services are free unless profit is made directly from sale of said recordings at which time an appropriate fee must be negotiated with recordist. At no time will Recordist be able to profit from sale of recordings without written agreement with Artist.

### Promoter may use recordings for the following:

1. Promoter may freely distribute recordings in part or in full for promotion, and event booking of contracted artists, venues or events.
2. Promoter may freely distribute recordings in part or in full to attendee's of contracted events
3. Promoter may use recordings for radio promotion of bands, venues or events as long as no fee's are collected.
4. Promoter may distribute recordings as free downloads from Promoters website.

### Artist may use recordings for the following:

1. Artist may freely distribute recordings in part or in full for self promotion, and booking of events.
2. Artist may freely distribute recordings in part or in full to attendee's of contracted events
3. Artist may use recordings for radio promotion of bands, venues or events as long as no fee's are collected.
4. Artist may use distribute recordings as free downloads from Artists website.

### Recordist may use recordings for the following:

1. Recordist may freely distribute recordings in part or in full for self promotion.
2. Recordist may distribute recordings via mail, internet or any other means of reaching fans or potential fans of the artist unless otherwise requested by artist.
3. Recordist may freely distribute recordings within the taping community for instructional or recording technique comparison purposes.

## Term of Contract

The term of this contract will be in force from \_\_\_\_\_/2005 to \_\_\_\_\_/2005 and will automatically be renewed in 3 month intervals unless a request for cancellation is delivered to the other party within 7 days after contract renewal date.

Promoter \_\_\_\_\_ Date \_\_\_\_\_

Recordist \_\_\_\_\_ Date \_\_\_\_\_