



## CRS Artist Recording/Performance Agreement

THE FOLLOWING WILL CONSTITUTE AN AGREEMENT BETWEEN US, WHEN SIGNED CONCERNING THE RECORDING OF THE FOLLOWING WORK(S):

1. You represent and warrant that you are free to record these works, and agree that you will not record them for another firm for the next six (6) year period, thereby giving exclusive approval of said recording to CRS;
2. You hereby assign to us the right to distribute these recordings to all other parts of the globe, and in all sound reproducing media and configurations;
3. At our discretion, we may lease part or all of these recordings to other firms, subject at all times to the royalty provisions hereunder;
4. A royalty equal to ten per cent (10%) of the average sale price of all records (CDS/cassettes) sold/for which we have been paid as per pro rated percentage of the duration of your work to you or to your assigns. You will also receive fifty per cent (50%) of all income derived from leasing of this material to others (Royalty applies to the sale of more than fifty records sold each year. The above applies to each composer exclusively or main artist/group.);
5. You are entitled to purchase recordings for promotional use, which are not for resale and do not earn royalties. You may purchase recordings for resale at forty-five per cent (45%) discount under the provisions hereunder;
6. Publishers' fees on all copyrighted music and/or texts will be deducted from your (composer) royalties, upon your having received written approval from publishers. CRS is not responsible for the damage of music, tape or the cost of rental fees.
7. The following services will be provided you by CRS, (1) recording and/or tape digital editing, (2) mastering, (3) cover design (two color format Additional colors will be added and charged at the rate determined per color), by CRS, (4) typesetting and printing, Library of Congress Catalogue No., (5) all other operations pertaining to production of recordings, including the sales and distribution, advertising and packaging.
8. Concerning cover design, we will accept camera-ready art for the cover if provided by you if you so desire, which will be subject to modification to meet our specifications. There will be no deduction in provision (11) for such art work, and additional expense, if any, will be charged to you for its execution. Changes made on proofs will also be charged to you;



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9. You hereby agree to provide a suitable location (including hotel accommodation/meals) for the recording, at no charge to us, with instrument, transportation and tuning of piano, to be paid by you;

10. You will undertake to fulfill all requirements of the A F of M, or any other organization or affiliation, if a member, and to meet all Pension Fund and like fees levied by the A F of M, or any other organization or affiliation.

11. For these services you agree to pay us the amount of \$ \_\_\_\_\_ : if you provide a ready-to-master tape that meets with our specifications \$ \_\_\_\_\_. Payment shall be made: one half upon signing of this agreement, and the balance to be paid when production begins sixty days prior to the tape session with final approval by CRS. Artist/composer is responsible for all relevant telephone communications made by CRS by long distance and all calls returned to CRS and all calls requested by CRS.

12. Time allotted toward this recording and/or editing is a total of eight (8) hours for each CD, video or cassette, including travel, and set-up time. Additional recording and/or editing time will be charged at the rate of one-hundred and twenty-five dollars per hour, including preparation incurred toward production by CRS. (Failure by composer/performing artist(s) to complete and present to CRS the Digital master of composition(s) herein described within nine months, will be in breach of this agreement and at CRS sole discretion, subject to additional costs, damages, replacement artist(s)/composers' works substituted on this or onto other CRS CD's.)

13. Fees quoted in provision (12) apply to soloists as well as groups of up to five (5) musicians. Special fees must be negotiated for larger groups.

14. As provided in provision (4) royalties will be computed on an annual bases.

15. If a record is discontinued by CRS for any valid reason, you will receive the masters and shall be free to have them released on another label, this applies to the composer or principal artist(s) ensemble;

16. Performing artists and/or composers agree to participate in \_\_\_\_\_ promotional concert(s) or lecture(s) where by any fees gained by CRS, will be applied toward promotion of future CRS events, advertising and related expenses. You also agree to (nonexclusive) representation by CRS in future events with a (20) per cent (twenty %) commission, plus expenses of CRS, from fees gained by artist/composer for a period of five years with automatic renewal for an equal period of time unless written notice is given to CRS ninety days before the end of each (five year) term, by all parties of this recording agreement. (CRS will provide for all directly related transportation expenses on these promotional events).



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THE PROVISIONS STATED HEREIN ABOVE CONSTITUTE AND EMBODY THE FULL UNDERSTANDING OF ALL PARTIES, CONSTITUTING AN AGREEMENT UNDER THE JURISDICTION OF THE STATE OF PENNSYLVANIA/THE ADDRESS WHICH IS CURRENTLY ACTIVE BY CRS ARTISTS, AND ARE HEREBY SIGNED:

CRS Member Sponsor:

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CRS Representative:

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Date:

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**Please retain one photo copy of the agreement and return this copy with your agreed signature.**