

Broadcast Recording Agreement

This Packet Includes:

1. General Information
2. Instructions and Checklist
3. Broadcast Recording Agreement

General Information

Broadcast Recording Agreement

This Broadcast Recording Agreement is between a broadcaster and an artist who agrees to allow broadcaster the rights to record, market and promote a performance. This agreement sets out the details regarding the broadcast including the name, date and location of the program, exclusive rights granted to broadcaster and artist's grant of exclusive license to broadcast the program. It also sets out the royalty and payment provisions between the parties.

It is imperative that this business agreement be clearly set out in writing. A written Broadcast Recording Agreement will prove beneficial in the event there are disagreements, misunderstandings or litigation between the parties surrounding the broadcast.

Instructions and Checklist

Broadcast Recording Agreement

- The parties should read the document carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- This form includes exhibits which should be attached and incorporated as part of this agreement.
- Read the "Payment" and "Royalty" provisions carefully to ensure they set out your agreed upon terms. If the provisions are complicated, include examples to remove as much ambiguity as possible.
- Read the "Exclusive Rights" and "Grant of License" provisions carefully. If there are disagreements they will likely focus on these provisions.
- This agreement must be signed by both the artist and the broadcaster.
- The parties should retain either an original or copy of the signed promissory note.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

DISCLAIMER:

FindLegalForms, Inc. (“FLF”) is not a law firm and does not provide legal advice. The use of these materials is not a substitute for legal advice. Only an attorney can provide legal advice. An attorney should be consulted for all serious legal matters. No Attorney-Client relationship is created by use of these materials.

THESE MATERIALS ARE PROVIDED “AS-IS.” FLF DOES NOT GIVE ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR COMPLETENESS FOR ANY OF THE MATERIALS FOR YOUR PARTICULAR NEEDS. THE MATERIALS ARE USED AT YOUR OWN RISK. IN NO EVENT WILL: I) FLF, ITS AGENTS, PARTNERS, OR AFFILIATES; OR II) THE PROVIDERS, AUTHORS OR PUBLISHERS OF ITS MATERIALS, BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATE OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER USED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THESE MATERIALS.

BROADCAST RECORDING AGREEMENT

This Agreement is made on the _____ day of _____ 20____ by and between:

PARTIES:

1. Name: _____ having address at _____, OR [Insert the name of artist’s group and office address, “represented by its _____ (insert the authorized person entering into the agreement)] hereinafter referred to as the “Artist.”

AND

2. Name: _____ having address at _____, (if company, insert: incorporated in the State of _____ USA, having its place of business at _____ represented by its authorized representative _____) hereinafter referred to as the “Broadcaster.”

RECITALS:

A. The Artist being desirous to grant permission to the Broadcaster to record, market, broadcast and promote the audio-visual material of Artist’s performance by the name _____ [insert the program or television event] (hereinafter referred to as the “Program”) enters into this Broadcast Recording Agreement (hereinafter referred to as the “Agreement”) with the Broadcaster on the following terms and conditions.

B. The Broadcaster hereby agrees to do the recording of the Program for broadcasting and promotional purpose detailed as follows:

C. Name of the Program: _____

D. The date of the event/Program: _____

E. Location of the event/Program: _____

F. Hours of recording: _____

G. Number of performers: _____

H. Load-in-time: _____

I. Sound check time: _____

For the reasons set forth and in consideration of the covenants and promises of the parties hereto, parties agree as follows:

1. EFFECTIVE DATE

The effective date of this Agreement shall be the date of execution of the Agreement which shall be the date mentioned above.

2. TERM

This Agreement shall commence on the date of execution of this Agreement and shall continue for a period of _____ years with an option for both the Artist and the Broadcaster to extend the period for an additional _____ years on mutual written consent.

3. EXCLUSIVE RIGHTS

- 3.1. The Program shall take place on the dates and location mentioned above.
- 3.2. The Broadcaster is provided exclusive rights to record, reproduce, promote and broadcast the audio-visual material of the Program under the Agreement.
- 3.3. The exclusive rights includes live broadcasting and/or transmission through television or other electronic media to general public for entertainment and commercial purposes.
- 3.4. The Broadcaster has right to enter the stage or to use such other methods of recording without causing interference to the Artist's performance.
- 3.5. The Broadcaster is entitled to manufacture, promote and distribute or sell the audio-visual sound-recordings of the Program in CD, Album, Vinyl, DVD, Video or by way of any other technical devices including the internet or other data transmission methods and to compile the recordings of the Program with recordings of other artists for the purpose of broadcasting.
- 3.6. The Broadcaster shall have the right to use the Artist's name, facsimile signature, and likeness, including the Artist's biographical material for advertising and promoting Artist's appearance on the Program.
- 3.7. Program Recordings in all forms and other reproductions made therefrom shall be entirely the property of the Broadcaster, free from any claims whatsoever by the Artist or any person deriving any title under the Artist.

4. GRANT OF LICENSE

- 4.1. The Artist hereby grants the Broadcaster an exclusive license to record and broadcast the Program performed by the Artist on the above mentioned date, time and location.

- 4.2. The Broadcaster has right to transfer the license granted under this Agreement to any third party with the written consent of the Artist.
- 4.3. The Broadcaster further understands that they are not to sublicense any obligation under the Agreement in whole or in part to any third party without the written consent of the Artist.
- 4.4. Broadcaster is under no circumstances obliged to broadcast/release or otherwise use the contractual recordings as whole and/or in parts for any other purpose other than what is mentioned under this Agreement without the written consent of the Artist.
- 4.5. Broadcaster is entitled to use the name and the picture of Program and/or the Artist for promotional purposes in regards to the broadcasting/transmission and/or promotion of the Program.

5. WARRANTIES AND REPRESENTATIONS

- 5.1. The Broadcaster agrees to perform the recording of the Program in a professional manner using such technologies as may be deemed proper.
- 5.2. The Broadcaster warrants that they will not use the recording of the Program for any other purpose than what is mentioned under the Agreement.
- 5.3. The Broadcaster represents not to license, lease or sell the copies of the recordings of the Program embodying the Artist's performance to any third party, firm or corporation without the written consent of the Artist.
- 5.4. Broadcaster is responsible to ensure that the Artist receives payments towards Royalty as stipulated and specified under this Agreement.

6. RIGHT OF ARTIST

- 6.1. The Program shall display the Artist's name and the names of the additional performers.
- 6.2. The Artist shall receive a copy of the recorded Program from the Broadcaster on free of costs.
- 6.3. The Artist has the right to use the recording of the Program in part or in whole at its own discretion for the Artist's promotional use.

7. ROYALTY

- 7.1. Artist shall be entitled to a percentage of Royalty on net profits received by the Broadcaster by the commercial use or sale of the recordings of the Program as per the Agreement.
- 7.2. The payment of royalty as per this Agreement shall be more specifically described in EXHIBIT A attached hereto.

8. RECORD

- 8.1. As per this Agreement, the Broadcaster will be responsible to keep accurate records of the proceeds from the broadcast or sale of the recordings of the Program through which profit is generated by the Broadcaster.
- 8.2. The Artist may be entitled to access those records related to the broadcast or sale of the recordings of the Program, if necessary, after giving one week's prior notice to the Broadcaster.
- 8.3. The Broadcaster shall duly provide monthly statements of such records related to the broadcasting or sale of the recordings of the Program to the Artist without any default.

9. ACCOUNTING AND TIMING OF ROYALTY PAYMENTS

- 9.1. The Broadcaster shall be duly responsible to furnish the Royalty Statements related to the broadcast or sale of the Program to the Artist within 30 days, starting from 1st day of each month, for the previous month.
- 9.2. Such Royalty Statements and payments to the Artist shall be deemed to be final unless written notification by the Artist to the Broadcaster is made within one month of receipt of such Royalty Statements specifying the reasons for such non-acceptance.
- 9.3. Upon such written request by the Artist to the Broadcaster, the accounting statements of the Broadcaster which involve the Gross Sale and related Royalties of the Program shall be made available to a certified public accountant designated by the Artist.

10. RELATIONSHIP BETWEEN PARTIES

Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, employment or other legal relationship other than that mentioned hereunder.

11. PAYMENT

- 11.1. Payments towards Artists under this Agreement are more specifically described under EXHIBIT B attached hereto. All payments towards the Services rendered by the Artist shall be made in USD.
- 11.2. The method of payment under this Agreement shall be by checks or credit cards or such other payment methods as agreed by the Parties from time to time.
- 11.3. In case of any delay of payment or amounts due to the Artist, such defaults shall carry an interest at 12% per annum till the settlement of the account.

12. TERMINATION

- 12.1. This Agreement shall be terminated upon the earliest of the following:
 - a. Expiration of the term of this Agreement as set forth under this Agreement.
 - b. The mutual written agreement of the Parties by giving one month's written notice to the other party.
- 12.2. Upon termination of this Agreement, subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

13. INDEMNIFICATION

- 13.1. The Artist represents and warrants that the Program is not previously sold, assigned, leased, licensed or in any manner the Artist have disposed of or encumbered the rights herein granted to the Broadcaster; and that the Artist has the right to enter into this Agreement.
- 13.2. Artist shall obtain all necessary rights or licenses associated with the Program or any illustrations incorporated into the Art.
- 13.3. The Artist agrees to indemnify and hold the Broadcaster harmless from all loss, liability, damages and expenses by reason of breach of the said representations and warranties.

14. NO GUARANTEE

- 14.1. The Broadcaster do not make and hereby expressly disclaims all warranties, express or implied, with respect to any matter whatsoever, including, without limitation, the amount of

Gross Sale of the Program or profit related to the broadcasting services rendered under the Agreement, or any output or results thereof.

14.2. The Broadcaster specifically disclaims any implied warranty of marketability or sale for the Program as a particular purpose.

15. ENTIRE AGREEMENT

The Parties agree that this Agreement constitutes the entire agreement with respect to the subject matter thereof and that it supersedes and cancels any prior agreements or understandings between them, whether written or oral.

16. MODIFICATION

This Agreement shall be supplemented, amended, or modified only by the mutual agreement of the Parties herein. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both the Parties.

17. NOTICE

Any notice to be given by one Party to the other under, or in connection with this Agreement shall be in writing, signed by or on behalf of the Party giving it, and addressed to the recipient at the address or facsimile number set out below or to such other address or facsimile number as that Party may notify to the other Party:

To the Artist:

Address: _____

Attention: _____

Facsimile No.: _____

To the Broadcaster:

Address: _____

Attention: _____

Facsimile No.: _____

18. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of god, government restrictions (including the denial or cancellation of any necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

19. SEVERABILITY

If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, which shall remain in full force and effect. Where relevant, the Parties shall use their reasonable endeavors to substitute and agree upon a new provision resembling in essence the invalid one in its commercial consequence as much as possible.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of United States of America. The Parties hereby submit to the exclusive jurisdiction of the State of _____.

IN WITNESS WHEREOF, the Parties agreed to execute this BROADCAST RECORDING AGREEMENT on the day and year specified above.

ARTIST

BROADCASTER

WITNESS

WITNESS