

## Wobbly Music Production and Recording Contract - Letter of Authorization

Wobbly Music believes that all music has a market, given a good enough production, and is therefore dedicated to releasing ALL recordings that meet our standard of a marketable audio quality. Once released, it will never be withdrawn from sale and will always be available for your fans to buy online. We do not archive and hide our back catalogue from music lovers.

Unlike most recording companies we offer a choice of contracts to suit each client's specific requirements. All our Artists and Songwriters are either "Clients" or "Partners". We would never treat our Artists as mere "products" like many record companies do. You are not tied to any of our contracts for "years" and are mostly free to conduct your business and musical career independently. Apart from the partnership agreement, all the options are "non-exclusive". This means that if you feel your song could be better produced elsewhere, or you really want to sign with a major publishing house or record company, you are entitled to take your song(s) elsewhere at any time. Even if Wobbly Music has become a co-writer of the song, we wouldn't have any objection (other than perhaps certain moral issues) to you finding new outlets for the song. Independent marketing of the recording(s) is actively encouraged.

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This document is a binding agreement that explains and confirms the rights of all parties, in layman's terms, to any Music Production and/or Recording Contract that is to follow, but does not constitute any obligation to sign the full contract of your choice. Your choice of the options given below will determine the content of the following contract and clearly explains the rights of all parties. This document is merely to protect your rights in the interim period and serves as proof of your ownership or authorization over of the copyrights of the songs listed below. This document also serves as proof of your choice, and your \*intention to pay any necessary remittance, before you sign the main contract.

*\*This document doesn't prove that you have sent any money, nor that the COMPANY has received it. Please keep all receipts/counterfoils/emails/statements of any documentation that proves you have sent a payment. If the COMPANY has not received your payment together with this document, or by other means, within 7 days of receipt of this document, you will need to produce your proof so that the Post Office/Bank/eCommerce Company has a good chance of tracing it.*

Once you have made your choice and sent this completed & signed document together with the necessary remittance, the full contract relating to your choice will be sent to you by email. You will be given a statutory 14-day "cooling off period" within which time you may consider the full contract thoroughly, before signing and returning it to us. Any cheque you send will not be cashed; any remittance sent via Paypal or Moneybookers will be held in our eCommerce account during this period; and no work will commence until the main contract is signed, whereby this agreement will be superceded by the full contract (where applicable). Should you decide not to go ahead with the contract or option that you have chosen, any remittance you sent in advance will be returned in full (less any eCommerce fees already deducted), no work will commence, and this agreement will become null & void.

This agreement, between

**Wobbly Music of Bakehouse Studio, 52 Willows Lane, Accrington, Lancashire BB5 0RT, England, UK,**  
hereinafter referred to as the COMPANY,

and \_\_\_\_\_ of \_\_\_\_\_

hereinafter referred to as the CLIENT, is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

I, the CLIENT confirm that I have sole authority as \*Author/\*Copyright Holder/\*Agent or sole representative of the copyright holder, (\*Delete as applicable) to authorize the use of the following song(s) to be recorded by **Wobbly Music**. (If you are requesting a contract for more than 6 songs at this time, please attach sufficient further copies of this sheet)

Song Title	© (year)	Author(s)
1.	©	
2.	©	
3.	©	
4.	©	
5.	©	
6.	©	

## COPYRIGHTS

1. If you are not the copyright holder of the above song(s), you **MUST** obtain permission from the authors/copyright holders **IN WRITING** before we can begin the project.
2. The copyright of the **SONG(s)** (melody and lyrics), remain the property of the Authors/copyright holders, and may be presented to any other producers/artists/publishers/record companies, etc, at any time during the term of the contract (*Except for certain times in Options 2 & 5, see below*). If the COMPANY assists by writing a part of the song melody or lyrics, the COMPANY, or his subcontractor(s) will become co-writers of the song(s). This is generally an equal split between all writers unless agreed otherwise.
3. The copyright of the **ARRANGEMENT** (all instrumental and vocal parts other than the melody of the song) that become part of the sound recording of the song will become jointly owned by the COMPANY and any individual(s) who contributed towards the writing of one or more tracks in the arrangement.
4. A third copyright exists in the sound recording itself (Phonographic copyright, E.G. *©2006 Wobbly Music*). The owner of this is determined by the type of contract and is explained in the options that follow.

## OPTIONS

Please read the following options carefully and tick the option that you wish to pursue. The resulting contract will then be drawn up for you. If a remittance is required, don't forget to send it together with this agreement. A chart showing a comparison of the benefits received under the following options can be downloaded from

[www.wobblymusic.net/Assets/Record\\_Deals\\_Chart.pdf](http://www.wobblymusic.net/Assets/Record_Deals_Chart.pdf)

1. **DEBUT SINGLE PROJECT** – This only applies to the first song that a new client wants us to produce. Please tick this box if you wish to pursue this option. **No remittance is required.**
2. **PARTNERSHIP PROJECT** – This is specifically for album projects by singer/songwriter artists. Please note that an album project requires a long-term commitment that usually lasts a number of years. ALL costs and ALL copyrights are shared 50/50. The recording(s) will be released on the COMPANY's WOBBLY MUSIC label, but the repertoire (Phonographic copyright) will be registered to both the COMPANY and the CLIENT on a 50/50 basis. The COMPANY will administer the income. 50% of all NET income from resulting sales and performance royalties (after deduction of any deferred session fees) will be paid to the CLIENT. The client/artist must also share equal responsibility in the marketing and promotion of the album. It is not permitted to shop songs from this project independently to other organizations until after the album is released. If the CLIENT **or** the COMPANY withdraws from the contract at any point before the album is released, all phonographic copyrights in the recordings made up to that point revert solely to the OTHER PARTY to exploit as they see fit to cover their costs. Mechanical and performance royalties will be paid to all parties associated with each recording upon the result of any income derived from this exploitation. **Please remit \$297 USD towards ongoing expenses.**
3. **JOINT RISK PROJECT** – This is our most popular option and is suitable for singles, EPs, and demos. The CLIENT is expected to accept JOINT RISK in the investment required in order to further their independent music career. A flat rate of \$297 USD per song is designed to constitute no more than 25% of the total investment in their career. This sum also serves as proof that the CLIENT has faith in their talents and is serious about the commitment required in order to further their career. A full production is created with all studio time and session musicians supplied as required by the producer. The first mix is supplied on approval. If it is unacceptable, your preferences are noted and a second and final mix is created at no extra cost. The final choice is then mastered. Copyright in the song remains with the Author(s), but the COMPANY holds the phonographic copyright. **Please remit \$297 USD (per song) as your investment.**
4. **WORK FOR HIRE** – If you have already recorded the tracks and require post-production, mixing, mastering, or re-mixing; or if you wish to retain ownership of the phonographic copyright and Multitrack masters, you can hire the studio, session musicians, and producer/arranger, at their hourly or daily rates as required. The studio price is inclusive of mix engineer. The current hourly rates are set out below, and will be fixed for 6 months from the date of this contract. The CD or DVD media supplied to hold the mixes and/or multitrack master are included free of charge. **No further contract is necessary for this option. Please submit your full instructions along with this agreement.** An estimate of the total cost will be given, and if acceptable, a 50% deposit must be paid to the COMPANY before any work commences. The balance of costs will be invoiced upon delivery of an MP3 of the approved unmastered

mix. The mix will be Mastered and the Multitrack Archive will be sent to you upon settlement of the Invoice.

*Studio / Mixing - \$27 USD p/hr or \$247 USD per 10hr day.*

*Producer - \$27 USD p/hr or \$247 USD per 10hr day.*

*Session Musicians - \$19 USD p/hr + Travelling expenses (If applicable).*

*Mastering \$27 USD p/hr or \$27 USD per song for a whole album (Minimum 8 songs).*

5. **PRODUCT PLACEMENT** – This is a new concept that we feel will eventually replace the traditional methods of music marketing. You will be required to send a demo of your song(s), either as a simple guitar/vocal or piano/vocal arrangement. Alternatively, Lyrics only, or an A Cappella demo of the song(s). They will then be added to a list of songs marketed to the advertising and marketing departments of various companies. The companies concerned will choose to “sponsor” the artist or songwriter by using the song(s) as “carriers” of brand names and product advertisements. Lyrics that are open to the possibility of including brand names will command the highest sponsorship levels. Once the full sponsorship amount is pledged and received, production of the master recording(s) will commence. Copyright ownership is as Option 3. The recordings will be released under a version of the “Creative Commons” License, but with a restriction on modifying. The recording(s), once released, will be copied and shared freely and will never be sold. However, there will still be an option available to license the song during the sponsorship collecting process. However, the song can be withdrawn from this deal provided no sponsorship has yet been pledged. After a song has been released on this deal, different versions with new arrangements can be made for future sale. **No remittance is required for this option.**

6. **DISTRIBUTION DEAL** – This deal is solely for the digital distribution of ready-made, mastered releases. As with the “Work for hire” option, The COMPANY has no interest in the master recording and therefore this deal is NON-EXCLUSIVE. The COMPANY will prepare & \*watermark each release and list it for sale in the COMPANY’s Internet record store. The COMPANY will retain 20% of all NET sales made through the COMPANY’s store and promotions. The CLIENT is also free to sell the recording by any other means. At certain times, the COMPANY will also offer the option (for a fee of \$14.95) to release one or two selected songs from this deal on a compilation CD with other releases from the COMPANY. This will enable a wider distribution of the song(s) and therefore new markets for the artist. **No initial remittance is required for this option.**

*\*Watermarking is achieved through the issue of an ISRC code. This code is unique to every recording and it used by the copyright organizations to locate every contributor and copyright holder that is related to a release. If you do not already have ISRC codes allocated to your songs, we can issue them for you prior to uploading the details to the CATCO database.*

### USES (Applicable to all options EXCEPT Options 4 & 6)

1. The CLIENT agrees that the COMPANY may make one or more versions/mixes of the above-named SONG(s).
2. The CLIENT will be sent a 128Kbps MP3 of the Mastered recording, which is **LICENSED** to the CLIENT for the following uses only:-
  - I. For Personal entertainment only. Personal copies may be saved to a PC hard drive or burnt to a CD, copied to tape, or to a portable media player.
  - II. Free distribution for promotional use (I.E. To Recording Companies, Publishers, Agents, Promoters, Media Publications). Performance royalties will be collected by PPL for any Radio airplay, or public performance of the recording. Please ensure that the radio station or performer applies to the COMPANY for a copy of the full quality audio file. Enquiries regarding Licensing for any other use **MUST** be directed to the COMPANY.
  - III. Free performance via a streaming file on the Internet. For downloads, or sharing via a P2P service, the COMPANY will supply 40Kbps Mono versions.

**N.B.** The recording(s) shall NOT be sold, or advertised for sale, by the CLIENT, or by any third party without the express written consent of the COMPANY, OTHER THAN by use of the marketing materials supplied to the CLIENT or to a third party by the COMPANY.

*\*OPTION 5 EXCEPTION – No performance royalties will be charged to Internet radio stations that display the advertising when the song(s) are played. Other radio stations will have the performance royalties collected by PPL in the usual fashion. Sharing of the 128Kbps MP3 files that are carrying the advertising campaigns are actively ENCOURAGED to be shared via all means including P2P and must never be sold.*

3. \*Any or all of the mixes/versions made may be exploited by the COMPANY as copyright holders of the recordings, without further permission, EXCEPT under following circumstances...
  - I. Following a request by an end-user to license the recording for use in a film, or to endorse a product that could have moral implications. (E.G. The Sex Trade, The Fur Trade, etc). *Please list below, any moral issues you have regarding the use of the above song(s).*
  - II. Following the sale or assignment of the phonographic copyright to another party at the request of the CLIENT (E.g. If you sign a record deal or a publishing deal, they may wish to negotiate the acquisition of all copyrights in the recording).

III. Following a lawsuit brought against the CLIENT by a third party for a copyright infringement involving the above song(s).

*\*OPTION 2 EXCEPTION – Recordings will be exploited only in relation to a marketing plan agreed by both parties and may include the release of one or more “singles” prior to the release of the album.*

*\*OPTION 5 EXCEPTION – The recording(s) will never be exploited for sale, but can be licensed for use in films/TV/Video.*

4. The COMPANY may use the recording(s) freely to promote its own services, either by using the recording(s) on a free compilation CD, or as downloadable or streaming files.

*In accordance with the COMPANY’s own rules regarding distribution of files, it would be extremely rare that the COMPANY will release anything other than an excerpt or low bitrate mono version freely to the general public.*

5. \*The COMPANY will sell copies or downloads of the recording(s) by any or all means. Authors will always receive mechanical royalties at the current rate as stated in the full contract. The CLIENT, Affiliates, and subcontractors will be paid the agreed percentage(s) as stated in the contract that is to follow. Certain albums will be sold in CD form from the COMPANY’s online Record Store(s), but may be shipped directly from the CLIENT. Downloads will be sold from the COMPANY’s online Record Store(s), and also through any Affiliated sales agent (including other COMPANY artists who wish to participate) in order to earn commissions or referral credits on sales. The COMPANY may also use other methods of online distribution, e.g. “iTunes”. The COMPANY will administer all sales. Any sales income resulting in royalties due to the CLIENT will be paid by email via PayPal or Moneybookers, at monthly intervals (depending on the amounts due). The CLIENT may request a statement of accounts at any time.

*\*OPTION 5 EXCEPTION – The recording(s) will never be exploited for sale, but can be licensed for use in films/TV/Video. After full production and marketing costs are deducted, mechanical royalties, commissions, client and subcontractor royalties will be allocated their percentages from the total sponsorship fee as if it were a single sale.*

6. All multitrack recordings are archived for possible future re-mixes. Whilst care is taken to ensure that the archived material is readable at the time of creation, we cannot be held liable for data loss as a result of degradation of the media, or changes in technology that cause the media to be obsolete in the future.

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**I, the undersigned, understand how the above terms & conditions may apply to the recording contract option that I have selected, and hereby declare that the above listed song(s) is/are my own work, or the work of a composer and/or lyricist who has employed me as their sole agent/representative.**

*(Delete as applicable)*

- I have NOT enclosed a remittance, as it is not required for the option I have chosen.
- I have enclosed a post-dated cheque/Postal Order that may be cashed after 14 days if I decide to sign the full contract.
- I have enclosed full instructions as to the work I require under option 4 and await your estimate.
- I have paid the required remittance to [sales@wobblymusic.net](mailto:sales@wobblymusic.net) by credit/debit card through Paypal/Moneybookers or have transferred the required funds from my eCommerce account. I await delivery of the contract option I have selected.
- I require your bank details in order to transfer the funds from my bank account.
- I have a problem making a payment and wish to discuss further payment options available to me.

Signed by the CLIENT \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_

**Endorsed by the Proprietor of Wobbly Music.**



**Miss Lynn Monk.**

*Please print this letter, fill-in all the required information, sign, date, and return to Wobbly Music either by FAX to +44 (0) 1254 232539, or by post to our address on page 1.*

[www.wobblymusic.net](http://www.wobblymusic.net) – [info@wobblymusic.net](mailto:info@wobblymusic.net)

***Please don’t forget to include the required remittance stated against the option you have chosen. This can be paid by credit/debit card via Moneybookers or Paypal to “sales@wobblymusic.net”; by direct bank transfer (please ask for account details); or by cheque or P.O. made payable to Wobbly Music, if posting this letter by overland mail. You may postdate your cheque by 14 days to take into account your “cooling off” period.***