**SESSION MUSICIAN AGREEMENT**

**1. The Work**

This document comprises a contract for Work-for-Hire Services concerning the following Sound Recording Work:

|  |  |
| --- | --- |
| Title of Single Song: | Duration of Single Song min/sec: |
|  |  |
|  |  |
| If Album or collection, Title of Album or collection: | Number of tracks in Album or collection: |
|  |  |
|  |  |
| Title of each track in Album or collection: | Duration of each track in Album or collection: |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| Visual images associated with creation of the Work (i.e. video or photos of production, performance, or recording of the Work): | Description (dates, nature, duration): |
| \_\_\_yes \_\_\_\_\_no |  |

**2. Parties and Date of Agreement**

This agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Artist/Project Owner, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Session Musician, is entered into this \_\_\_\_\_(date) of \_\_\_\_\_\_\_\_\_\_\_\_(month) in \_\_\_\_\_\_\_\_\_\_\_\_(year) relative to the above-referenced Work, which shall be produced and recording in approximately the following time frame:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(start date) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(end date)

**3. Payment**

The Artist/Project Owner shall pay to the Session Musician the following sum(s) of money on the following flat-fee payment terms:

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date certain, or date by reference, such as on the first date of rehearsal or first date of recording)

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date certain, or date by reference)

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date certain, or date by reference)

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date certain, or date by reference)

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date certain, or date by reference)

Totalling payments of $\_\_\_\_\_\_\_\_\_\_\_\_\_

**OR**

The Artist/Project Owner shall pay to the Session Musician compensation at the rate of $\_\_\_\_\_\_\_\_\_ per hour, such payment to be made within 30 days of presentation by the Session Musician of an invoice for time spent in rehearsals, recording and other necessary time for production, such invoice to be timely presented within 30 days of the end of such recording and production.

Payment as referenced in this section shall comprise the complete and total payment owed to the Session Musician for his/her services in regard to the Work referenced in Section 1 of this Agreement, and no further payment of any type, including but not limited to licenses or royalties, shall be owed to the Session Musician.

\_\_\_(check if applicable) In addition, the Session Musician shall receive the following:

Merchandise (t-shirts, promotional materials):

\_\_Copies of CD or other physical copies of sound recording or visual images for personal use/gift distribution.

\_\_Copies of CD or other physical copies of sound recording or visual images for sale by Session Musician.

\_\_Other (describe):

**4. Independent contractor**

The Session Musician shall for all purposes related to this Agreement be considered an independent contractor, and not an employee or partner of the Artist/Project owner.

**5. All Rights to the Artist/Project Owner; Work for Hire**

In consideration and recognition of the payment as stated above, Session Musician acknowledges that the Artist/Project Owner holds and retains all rights to the products of your service(s) and performance(s) relative to creation, performance, recording and production of the Work as described in Part 1 above, comprising sound recordings and, if indicated, related visual images, including but not limited to worlwide ownership in perpetuity of all such sound recordings, musical compositions, and if indicated, related visual images.

Without limit, the Artist/Project Owner may use the Work or any portion thereof by any means and in any media now or in the future to be known, and may use, adapt, edit, mix, add to, subtract from, arrange, and combine it with other works.

The Artist/Project Owner has the exclusive copyright to the Work as the sole author and owner thereof, including the sole right to register and/or renew any such copyrights.

Irregardless of any creativity or personal development involved, the contribution of the Session Musician to the Work is deemed and shall be considered Work-for-Hire, owned by the Artist/Project Owner from its inception. To the extent that any authority anywhere may determine that the Session Musician held original copyright to any portion of his or her services or performance relative to the Work, the Session Musician hereby agrees that such copyright or interest in copyright is, by his or her signature below, transferred to the Artist/Project Owner as of the date of this agreement.

**6. Certifications and Hold Harmless**

The Session Musician hereby certifies and warrants that he or she has attained at the least 18 years of age and is authorized to enter this agreement; that to the best of his or her knowledge, his or her services, performances or other contributions to the Work are original and do not infringe or violate the copyrights or other rights of any other person or entity; and that his or her participation in this Work does not violate any other agreements or obligations the Session Musician may have to other persons or entities such as a record label or agency agreement. Should any person or entity bring suit against the Artist/Project Owner regarding any of these provisions in Section 6 of this agreement, the Session Musician agrees to defend, indemnify, and hold the Artist/Project Owner harmless for such claims.

Likewise, the Artist/Project Owner hereby certifies and warrants that he or she has attained at the least 18 years of age and is authorized to enter this agreement; that to the best of his or her knowledge, his or her services, performances or other contributions to the Work are original and do not infringe or violate the copyrights or other rights of any other person or entity; and that his or her participation in this Work does not violate any other agreements or obligations the Artist/Project Owner may have to other persons or entities such as a record label or agency agreement. Should any person or entity bring suit against the Session Musician regarding any of these provisions in Section 6 of this agreement, the Artist/Project Owner agrees to defend, indemnify, and hold the Session Musician harmless for such claims.

**7. License and permissions**

Irrespective of and without in any way waiving the foregoing provisions, the Artist/Project Owner hereby licenses or grants permission to the Session Musician to utilize the Work in the following manner:

\_\_\_None

\_\_\_Posting of visual images and portions of sound recordings on personal social media sites, such as personal Facebook and Instagram accounts.

\_\_\_EXCLUDES posting of full final Work, which would dilute sale by Artist.

\_\_\_Posting of visual images and portions of sound recordings on Session Musician’s professional social media sites, such as professional or band Facebook and Instagram accounts.

\_\_\_EXCLUDES posting of full final Work, which would dilute sale by Artist.

\_\_\_Other: (describe with specificity):

8. Any additional agreed-upon provisions:

9. SIGNATURES OF AGREEMENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ARTIST/PROJECT OWNER

Print Name:

Date of Signature:

If Artist/Project Owner is a band or entity, signator hereby certifies that he or she is fully lawfully authorized to enter into this agreement on behalf of the band or entity. \_\_\_\_\_\_\_\_\_\_\_ (initials so signifying)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SESSION MUSICIAN

Print Name:

Date of Signature:

If Session Musician is a band or entity, signator hereby certifies that he or she is fully lawfully authorized to enter into this agreement on behalf of the band or entity. \_\_\_\_\_\_\_\_\_\_\_ (initials so signifying)