



**SHADE STAR**  
ENTERPRISE LLC.

**Client Permission Agreement**

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## Introduction

Shade Star Enterprise, LLC is a music production, songwriting, live performance, audio editing, audio mixing, and audio mastering service company offering affordable services to artists in music, audio sound, and audio recording. Our mission is to ensure every artist with an innovative mind and spirit can thrive in the realm of music and production to their maximum potential.

Although our business and services to our Clients are a shared passion, our Clients fully understand and agree to all the terms outlined in this agreement. In the unfortunate event that any Client feels the need to take legal action over a matter that both parties cannot agree on, the Client (customer, artist(s), business, etc.) is advised to show this agreement to their legal counsel prior to taking any legal action. Shade Star Enterprise, LLC and its affiliates believe issues of concern can be handled without legal intervention.

## Agreement Language

In this Agreement, certain language and/or terms maybe used in which their meanings should be considered by the definitions outlined in this section of the Agreement. All terms not elaborated in this section should be read at face value.

1. **Audio Mix/Mix** – refers to the process of taking recorded tracks and blending them together by Shade Star Enterprise, LLC or work-for-hire person(s) or entity.
2. **Client(s)** – refers to any artist, musician, engineer, producer, director, business or corporate entity, customer, or potential customer in communications with a representative of Shade Star Enterprise, LLC for services, work-for-hire, or products.
3. **Collaborated Content** – refers to any media sent to or from Shade Star Enterprise, LLC to be edited, mixed, mastered, have instruments played on, or have production input supplied for.
4. **Master Recording/Master** – refers to the process of preparing and transferring recorded audio by and to or from Shade Star Enterprise, LLC containing the final mix to a data storage device and is the source from which all copies, replication and/or duplications will be produced.

5. **Project Audio** – refers to the audio used in the DAW sessions for a project purchased by a Client. The audio may be processed or raw.
6. **Raw Audio** – refers to the audio sent to or from Shade Star Enterprise, LLC before anything has been done to alter it in any way.
7. **Session(s)** – refers to any file document with an extension used with DAWs (Digital Audio Workstations) such as Studio One, Pro Tools, Logic, or any other DAW software used to provide services by Shade Star Enterprise, LLC.
8. **Shade Star Enterprise, LLC** – refers to any representative of Shade Star Enterprise, LLC.
9. **Singer/artist/performer** – refers to any representative of Shade Star Enterprise, LLC who performs music, sings, acts, presents, recites or otherwise performs a literary work, artistic work of traditional folk culture.
10. **Stems** – refers to audio files that breaks down a complete track into individual audio mixes.
11. **Track Outs** – refers to the layout of a track where each instrument in the track (Piano, Bass, Keyboard, Kick, Snare, etc.) is arranged into separate audio files.

## PRODUCTION AND DISTRIBUTION AGREEMENT

**This Production and Distribution Agreement** (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between Shade Star Enterprise, LLC (“**Company**”), a music production and distribution company organized under the laws of the State of Maryland and \_\_\_\_\_ (“**Artist**”), collectively, with Company, the “**Parties**”), and:

WHEREAS, Company is engaged in the business of producing, marketing, and distributing, sound recordings and songs, for retail sales; and

WHEREAS, Artist is currently engaged in a new project (the “**New Project**”) of writing and recording of scores and lyrics (the “**New Project Songs**”), for the subsequent marketing, distribution, and sale, by Company; and

WHEREAS, Company shall produce, market, distribute, and sell, digital media containing the New Project Songs, as written and recorded by Artist as its New Project;

NOW THEREFORE, in consideration of the mutual promises and benefits accruing to each of the Parties hereunder, the Parties agree to the following.

### 1. COMPANY’S OBLIGATIONS

#### A. Production and Distribution of Initial New Project CDs

1. Company shall produce the master recording, mp3, or Wav. file from it’s work with the Artist (the “**Master Recording**”), and, thereafter, shall promote, distribute, and sell Artist’s Work on Company’s Shade Star Website.

2. Company shall provide graphic design, album art, and promotional materials, for the Initial New Project. Thereafter, Company shall market, distribute, and sell, the Initial New Project.

3. Company shall be responsible for the arrangement of, and the payment of the costs and expenses of, the marketing, distribution, and sale, of the Initial New Project, as contemplated and set forth in this Agreement.

4. Company shall collect all proceeds from its distribution and sale

of the Initial New Project, and shall account to Artist for, on a pay point system of Client's choice (minimum paypoint \$25.00), all collected proceeds and its associated costs and expenses, as further provided in this Agreement.

5. Company shall use its best efforts to market, distribute, and sell, the Initial New Project, through such channels and means as it, in good faith, shall determine to be effective and appropriate, including the use of website, mail-order, electronic, digital, and other, means of marketing, distribution and sales.

## 2. ARTIST'S OBLIGATIONS

A. Artist shall cooperate with Company, regarding promotional appearances, information and photographic sessions, and other promotional activities, related to the marketing, distribution, and sale, of the New Project, as requested by Company, which shall be reasonable in scope and necessary to the marketing, distribution, and sale, of the New Project.

B. Artist and Company collectively shall choose the recording studio and studio musicians, and shall provide the scores, lyrics, and instruments required for the recording of the New Project. Additionally, the Artist, as further provided in this Agreement, shall pay all costs and expenses related to the recording of the New Project Songs and production of the Master Recording.

C. Artist shall use no materials in the New Project which could cause the Artist or Company to incur any royalty payment to, or infringement of any copyright belonging to, any person or entity not a party hereto.

## 3. FINANCIAL AND ACCOUNTING MATTERS

### A. Costs and Expenses

1. The Artist shall be responsible for, and shall pay, all costs and expenses relating to the recording of the New Project Songs and the production of the Master Recording, including the following:

- Associated printing of art included with the New Project; and
- Printed marketing and promotional materials for the New Project

2. Unless otherwise agreed by the Parties, the New Project Costs shall not include any portion of the general overhead, fixed costs, or other internal costs of Company.

B. Recoupment of New Project Costs

Company shall be entitled to its recoupment of the New Project Costs, determined on a semi-annual basis, prior to any distribution of sales proceeds to the Parties, hereunder. Therefore, the distributions of the sales proceeds made to the Parties, hereunder, shall be net of the New Project Costs (the “Net Proceeds”) incurred by Company.

C. Distribution of Net Proceeds

1. Distributions of Net Proceeds to the Parties shall be accounted for, and made, within 30 days of each 6 month cycle. Company will deliver to Artist, with each semi-annual distribution of Net Proceeds, a semi-annual accounting of the sales, the sales proceeds, and New Project Costs, related to the marketing, distribution, and sales, of the New Project during the previous period.

2. Shade Star Enterprise, LLC shall pay the Client Fifteen Percent (15%) of the net sales generated.

4. DISTRIBUTION RIGHTS

Artist hereby grants to Company, during the term of this Agreement, the non-exclusive license to market, distribute, and sell, the digital and physical formats of New Project Songs, worldwide.

5. RIGHTS REGARDING NEW PROJECT SONGS

A. The Artist also hereby grants to Company, during the term of this Agreement, the non-exclusive right to use and exploit any or all of the New Project Songs, as contained on the Master Recording, in any motion pictures, television productions, or other audio-visual medium, provided that Company shall consult with Artist and the Parties shall agree thereto, prior to such use or exploitation of New Project Songs.

B. Unless otherwise agreed, the Parties shall, each, be entitled to \_\_\_\_\_% of the proceeds and revenues flowing from, and produced by, the use and exploitation of the New Project Songs (the “**Use Proceeds**”), and, within 30 days of each 6 month period Company shall remit \_\_\_\_\_% of such Use Proceeds to Artist, together with a semi-annual accounting of its receipt of such Use Proceeds.

C. The use or exploitation of the New Project Songs, by Company or any

other party, in any motion pictures, television productions, or other audio-visual medium, whether nationally or internationally, shall terminate on or before the termination of this Agreement, unless otherwise agreed by the Parties, prior to such use or exploitation.

## 6. OTHER RIGHTS

A. Artist, notwithstanding anything to the contrary contained in this Agreement, shall retain all copyrights, ownership of the Master Recording, mechanical royalties, rights of publicity, and publishing rights, with respect to the New Project Songs, the Master Recording, New Project CDs, and New Project Vinyl.

## 7. TERM AND TERMINATION OF AGREEMENT

A. This Agreement, unless renewed by the Parties, shall continue \_\_\_\_\_ years from the Effective Date. A final accounting of New Project Costs and proceeds received, together with a final distribution of the Net Proceeds and the Use Proceeds to the Parties, shall be made by Company within 60 days of the date of termination of this Agreement.

B. The Parties agree that, in the event of a breach of, or non-compliance under, this Agreement, by either Party, the compliant Party, upon ten (10) days written notice to the non-compliant Party, may terminate this Agreement, if such non-compliant Party fails to cure such breach or non-compliance, within said ten day notice period.

C. Further, if the breach or event of non-compliance constitutes, results from, or results in, the failure to remit the Net Proceeds or the Use Proceeds, as required under this Agreement, to the proper Party, an amount equal to 22%, per annum, of such unremitted proceeds, calculated from the date such remittance was due and payable, shall be paid by the non-compliant Party, as liquidated damages hereunder, for such breach or event of non-compliance.

## 8. MISCELLANEOUS

A. This Agreement constitutes the sole and entire Agreement between the Parties, and no modification of this Agreement shall be binding on the Parties, unless set forth in writing and signed by each of the Parties.

B. This Agreement is entered into, in contemplation of, and shall be governed by, the laws of the State of Maryland, including those laws that govern the choice of law relating to this Agreement.



C. This Agreement may be executed in counter parts, and each such executed counter part shall constitute this Agreement.

D. This Agreement may not be assigned or transferred by either of the Parties, unless such assignment is agreed to, in writing, by each of the Parties.

WHEREUPON, the Parties hereto have set their hands and executed this Agreement, as of the above-referenced Effective Date.

**Shade Star Enterprise, LLC**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Client**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A: List of Songs

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