



84 Martin Crossing Rise NE
Calgary, Alberta T3J 3P1
403-285-9586

CONTRACT

I, _____, representing myself and the members of the band _____, hereinafter referred to as the “artist(s)” or “band” interchangeably, hereby do enter into agreement with Cyclone Records on this _____ day of _____, 20 _____. Cyclone Records, hereinafter referred to as the “record label” will act as agent and coordinator of the CD compilation entitled “_____”, hereinafter referred as “the album”, with the following conditions:

1. The finished product will be a full-length replicated audio CD with a two-colour disc face. There will be a booklet enclosed with a full-colour full-page overview of each artist, the content of which is to be provided by the artists. The CD will be packaged in a standard jewel case and shrink-wrapped.
2. The album will comprise of at least 10 songs to a maximum of 15. Peak Productions reserves the right to select which artists and songs will be accepted for production.
3. Artists will be categorized based on genre and will appear on a CD project conforming to that style to ensure maximum marketability.
4. Artists agree to submit one or more songs of original composition to be selected for use on the album. Songs can be any length up to and including five (5) minutes.
5. The artist can contribute additional songs for inclusion on the album at the base amount provided on Schedule ‘A’.
6. The album will be produced upon acquiring a minimum of ten (10) songs and allowing reasonable time for mastering, artwork and replication.
7. Quantities produced will be determined by the number of songs per album with more songs equating to more copies produced. Also, larger quantities can be produced if all artists agree.

8. Artists can purchase additional copies of the album prior to pressing if agreed to in advance by Cyclone Records. See Schedule 'A' for pricing of additional units.
9. The record label reserves the right to edit any songs in order to conform to production requirements.
10. Selection and placement order of the songs on the album shall be determined alphabetically by the second letter of the artist's name (not including propositions such as "The", "An", "A"). In the case of a match, the third letter and or subsequent letters will be used. Cyclone Records reserves the right to organize songs at their discretion to ensure fluidity of quality and genre of songs.
11. Notwithstanding item #8, song positions can be purchased at a premium surcharge (see schedule 'B') with preference given to the proximity to the beginning of the album. If two artists are interested in the same position, the position will be awarded to the highest bidder.
12. All songs submitted remain the property of the artists.
13. Songs must be provided to Cyclone Records in digital format (either through internet transfer or via CD). Costs to transfer songs to this format will be borne by the artists.
14. All mechanical recordings will be returned to owner on delivery of the album unless otherwise arranged. Glass masters remain the property of Cyclone Records.
15. The representing member of the band and/or composers will sign a written release giving the record label full permission for its use on the album and any subsequent pressings, radio airplay or live broadcast.
16. The record label retains the right to provide downloadable copies of the songs via a web site no sooner than three (3) months after the initial album release and for a period not exceeding three (3) calendar years with 75% of the purchase price being payable to the band.
17. Cyclone Records will be freed of any litigation due to negligence, deceit or omissions in the case of any copyright infringement.
18. Artists agree to waive all mechanical royalties on the first run production excepting those monies derived from direct band sales.

19. All royalties derived from public performances, public broadcast and radio airplay is to be paid through the performing rights society of affiliation. The record label bears no responsibility in the collection or payment of said royalties.
20. To initiate the terms of this agreement, the artists will agree to pay the amount of _____, as determined by Schedule 'A', either by cash, money order or PayPal in advance and no later than _____.
21. Bands are required to pay a 25% deposit as their intention of participating in this project. The deposit will become the property of the record label and non-refundable in the event that any condition in this agreement is breached by the artists. Failure to submit final song mixes past the agreed upon date may also result in termination and forfeiture of the deposit.
22. If, for whatever reason, the project does not proceed through to completion, all monies will be returned to the artists with no penalty or deposit forfeiture.
23. Artists will receive _____ copies of the album to be manually distributed in a manner of their choosing at the suggested retail price of _____ with a ceiling price of _____.
24. In the event of a second pressing, conditions of this agreement remain in force pending a new agreement written in consultation with the representing members of all bands. At the time of a new contract being finalized, the terms of this contract become null and void.

Representing Member

Cyclone Records

Print Name

Print Name