



Group Recording/Label Agreement

This Recording Agreement ("Agreement") is entered into between bds-Covered, with its principal place of business at 4196 Miley Lane, Hahira, Georgia, 31632 (the "Company") and (band/group name) _____ (the "Party").

The parties agree as follows:

1. Exclusive Recording Services

Company agrees to employ Party to make recordings, and Party agrees to record exclusively on Company's label for a period of _____ year(s), from the date of execution of this Agreement. During the term of this Agreement, Party will not make, or participate in the making of any recordings, other than on the Company's label, unless Company expressly approves of that participation.

2. Master Recordings

During the period in which this Agreement remains in effect, Party will make a minimum of _____ master recordings of previously unrecorded material which Party will select and/or compose. Party will complete one master recording of at least _____ minute duration every year during the term of this Agreement. Company will have final rights of approval on all material to be recorded by Party under this Agreement.

3. Stage Name

Party will perform and record under the stage name _____. Party will not use different names in connection with Master Recordings unless Party and the Company mutually agree in writing.

4. Term

The Party's obligation to perform exclusive recording services shall begin upon the latest signature date of this Agreement and shall continue for _____ year(s) after delivery of the first Master Recording. If the Company grants one or more options to Party as part of this Agreement, any time prior to the end of the term, the Party may extend the term by exercising its option.

5. Compensation

Company will pay to Party _____ for each master recording recorded on Company's label under the terms of this Agreement, plus any royalty to which Party may be entitled under this Agreement.

6. Royalty Terms

Company agrees to pay royalties to Party for each unit sold, according to the following schedule:

(a) Company shall pay to Party as a royalty, _____ percent of the net receipts received by Company, from exploitation of the Masters and _____ percent of any flat fee received by Company for licensing or sublicensing the Masters less all Expenses agreed to herein, to exceed _____ percent of the total net

receipts received by Company (hereinafter called Party's Royalty). In the event Company's third-party distributor withhold a commission and remits the margin to Company, this margin will be reduced by the agreed expenses and commissions and the balance divided equally between Company and Party less the expenses set forth in this Agreement.

(b) The royalties shall be computed in the national currency of the U.S. and shall be paid to Party in U.S. currency at the rate of exchange prevailing on the date payment is made or, if higher, at the rate of exchange at the business day that payment should have been in accordance with this Agreement. Any bona fide reasonable and or agreed fees paid to third party distributors by Company or deducted from Company's gross receipts will be included as deductible expenses for purposes of calculating net receipts.

(c) Net receipts shall mean gross receipts received by Company less expenses.

7. Rights to Name and Likeness of Party

Party will permit the use of Party's likeness or other identifying characteristics by Company for the promotion of sales of records produced under this Agreement. During the term of this Agreement, Company will have the sole right to the use of Party's name, voice, likeness, sound and similar characteristics for the purpose of distributing, advertising, promoting, selling and otherwise merchandising CDs, tapes, and other audio recordings produced from the masters produced by Party under the terms of this Agreement.

8. Ownership of Masters

Company will be the sole owner and will have perpetual use and control of all masters and CDs, tapes and other audio recordings produced under this Agreement. Company will be free to dispose of and treat in any way all masters and CDs, tapes and other audio recordings produced under this Agreement, including but not limited to selling, advertising, distributing, permitting their use in other mediums, and including them in masters containing the work of other artists.

9. Merchandising

If Company realized any net profits directly attributable to the merchandising of Party's name and/or likeness, Company will pay to Party _____ percent of those net profits derived from sales in the U.S. and _____ percent of those net profits derived from foreign sales.

10. Suspension

(a) Company will have the right to suspend this Agreement, if Party or member of Party suffers any physical, mental, or other disability, including but not limited to changes in Party's voice, that will, in the judgement of Company, interfere with Party's performance; or fails, refuses, or neglects to perform any duties set forth in this Agreement, or declares either personally or through a representative that Party does not intend to perform those duties.

(b) Company's right to suspend this Agreement will be contingent on the delivery to Party of a written notice of suspension at least 15 days before the date that suspension will take place. Disability or breach will be deemed ended when the Party notifies Company that Party or member of Party, without

reservation or condition, willing and able to perform all duties under this Agreement and, in fact, is willing and able.

(c) If Company suspends the operation of this Agreement as provided by (a) and (b) of this Paragraph, Party's right to be compensated will be suspended accordingly; however, Party will be entitled to continue to receive all royalties on work already produced under this Agreement.

11. Termination

Company will have the right to terminate this Agreement if any of the following events occur: the material and permanent change in Party's ability to perform; Party's election to cease all activities in the music industry; or conduct of the Party which results in a violation of the law or adverse publicity which the Company believes may reflect badly on the Party and/or the Company.

12. Representations

Both Party and Company represent that they have full capacity and authority to grant all rights and assume all obligations which they have granted and assumed by virtue of executing this agreement.

13. Notice of Breach

Neither party will be deemed to be in breach of this Agreement until it has received notice of the supposed breach from the other party. The party charged with breach of the Agreement will have 21 days from the date of receiving notice in which to either cure the claimed breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been explained or cured within 21 days from the date on which the party received notice of breach, the non-breaching party may terminate this Agreement.

14. Notices

All notices to the parties will be in writing and will be sent to the address of the party stated at the end of this Agreement by overnight mail with a copy to the Agent, if any.

15. Governing Law

This Agreement will be governed in all respect by the law of the State of Georgia and/or Lowndes County, Georgia.

16. Legal Construction

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

17. Amendments

This Agreement may be amended by the parties only by a written agreement.

18. Attorneys' Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees.

19. Headings

The headings are inserted for convenience in reference only and are not intended by the parties to be part of or to affect the meaning or interpretation of this Agreement.

20. Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed and dated by the parties claimed to have waived or consented.

21. Additional Documents

Each party must execute all additional documents and take all actions as are reasonably requested by the other parties in order to complete or confirm the transactions contemplated by this Agreement.

25. Successors and Assigns

This Agreement shall be binding upon the parties' heirs, assigns, successors-in-interest, executors, administrators, and any other persons or entities acquiring an interest through transfer, conveyance, succession, or inheritance, as may be permitted herein.

This Agreement executed with the intent on being legally bound by the following:

Name (Print)

Date

Signature

Street Address

City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP

Name (Print)

Date

Signature

Street Address

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Name (Print)

Date

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