

***Richard M. Audd***  
***Composer/Editor***  
***RMA Music/RASC Publishing***

**Native American Recording Project Sheet**

Title of work to be recorded: \_\_\_\_\_

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Genre of work (orchestra, band, chamber, etc.):

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Estimated number of instruments/musical lines: \_\_\_\_\_

Length of work: \_\_\_\_\_ mins \_\_\_\_\_ seconds

Composer Name \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website (if URL is used): \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

The Composer attests to the fact that they are sole source of the original Composition and that the copyright imprint bears their name and date of copyright. The Composer attests to the fact that they are a member of a Federally Recognized Indian Tribe and has provided proof (photo copy, etc.) of such membership.

\_\_\_\_\_  
Composer Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian if Composer is under 18 years of age Date: \_\_\_\_\_

*10636 Mary Bell Ave., Shadow Hills, CA 91040*  
*Office 818-402-9235 [www.rmamusic.com](http://www.rmamusic.com) E-mail: [richard@rmamusic.com](mailto:richard@rmamusic.com)*  
***RMA Music/RASC Publishing***

## Computer Realization and Recording Production Contract

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between RMA Music, having its principle place of business at 10636 Mary Bell Ave, Shadow Hills, CA 91040 (in the City of Los Angeles) (herein referred to as "RMA Music") and \_\_\_\_\_, whose mailing address and phone number are \_\_\_\_\_ (herein referred to as "Composer"):

Whereas, RMA Music has been formed for the purpose of producing high quality digital recordings of newly or previously composed musical material as realized using state-of-the-art computer programs and instrumental sounds to produce a finish musical product; and

Whereas, the parties hereto have reached an agreement and are desirous of setting said agreement to writing; and

Now therefore, intending to be legally bound and in consideration of the mutual covenants and conditions contained hereunder, the parties hereto do hereby agree as follows:

### 1. Production Responsibilities.

RMA Music shall be responsible for overseeing the complete production including recording costs and expenses; studio charges; engineering and material costs; and final production of 4 CD's (two in standard CD-ROM file formats with WAV files and MP3 files; and two in standard CD play formats).

### 2. Options for the Recording of the Composition.

A. Composer has indicated as estimated composition length of \_\_\_\_\_ minutes and \_\_\_\_\_ seconds. Composer is contracting out the recording of a music Composition and recording time of specific lengths as indicated by the composer.

B. Composer will be responsible for the completion of a legible score. And all reproduction and binding costs for said score will be assumed by Composer. The Composer will understand that all recordings will be produced on a 'first come, first served' basis. RMA Music will give an estimated date of completion of the recording. All scores submitted to RMA Music will be returned to Composer approximately 60 days following delivery of the finished CDs. RMA Music will retain a one copy of the final recording files unless instructed by the Composer and/or his heirs to erase such files.

### 3. Ownership of the Original Music Composition.

The Composer shall retain all rights of ownership to the heretofore unpublished or published original composition prepared for purposes of the Production Agreement as well as any and all arrangements between BMI and/or ASCAP or any other music licensing company. The title, lyrics, and music thereof, and the right to secure copyright therein throughout the world shall remain with the Composer.

### 4. Ownership of Master Recording.

A. Composer shall retain all rights of ownership to the heretofore Composition. All rights to the master computer file (the recording) shall remain with the Composer.

B. Composer may withdraw their composition at any time unless the recording process is already underway or the recording has been completed and being prepared to send to the composer.

5. Miscellaneous

A. The Composer attests to the fact that they are sole source of the original Composition and that the copyright imprint bears their name and date of copyright. If the Composition is based on other material or is in Public Domain, the source of the material must be divulged to RMA Music prior to recording. RMA Music is without liability from any legal challenge as to the creator of the Composition.

B. If because of: act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; failure or delay of transportation facilities; shortage of raw materials; or other cause of a similar nature or different nature not reasonably within RMA Music's control; RMA Music is materially hampered in the recording or production of CDs, then, without limiting RMA Music's rights, RMA Music shall have the option by giving the Composer notice to suspend the term of this agreement for the duration of any such contingency.

C. This agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by an instrument signed by an officer of RMA Music. A waiver by either party of any term or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party. If any part of this agreement shall be invalid or unenforceable, it shall not affect the validity of the balance of the agreement. The headings used in this agreement are for convenience only and are not to be used to construe this agreement.

The Composer and RMA Music bear witness to this agreement by signing below.

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Title of Composition

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Composer

Date

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Parent or Guardian if Composer is under the age of 18

Date

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RMA Music

Date

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