

Initials:

Standard Recording Contract

Client: _____

Company Reps: _____

A. Contract: This is a legally binding contract between the listed representatives of Swift Creations and the listed client(s), referred to as 'Swift Creations' and 'client' respectively from this point forward.

B. Term: This contract begins _____ of the year 20__ and ends upon delivery of the products by Swift Creations on or before the projected date of _____.

C. Product: Includes a recording of musicians procured by client on the date of _____. This recording will be mixed and mastered down to a compact disc format (CDs). These CDs will be delivered to the client or to the individuals ordering CDs at the discretion of Swift Creations. CDs will be delivered inside jewel cases, which will include a track-listing and approximate running times for each track. Payment for the product is due in full upon delivery of the products. Failure to comply could result in penalty fees made payable to Swift Creations by the client. Swift Creations agrees to give at least 36 hours notice prior to delivery.

D. Minimum Purchase Requirements: For every music ensemble recorded for the client, the client is required to purchase the number of complete CD recordings, which may be single or multiple discs, from Swift Creations that is equal to 30% of the enrollment of that particular ensemble (at least __ complete CD recordings per __ musicians). Swift Creations agrees to sell to the client, complete CD recordings that are on a single CD for \$8 a piece. Complete CD recordings that span multiple discs will be \$14 for a two disc set or \$20 for a three disc set for the listed client. In the event that all of the recorded music cannot fit onto a single CD in its most coherent fashion, then the recording will be split onto multiple CDs and the client will be required to purchase the number of CD sets from Swift Creations that is equal to 30% of the enrollment of that particular ensemble recorded (at least __ complete CD recordings per __ musicians). Swift Creations agrees to inform client if a complete recording cannot fit onto a single CD.

D.1. Price Change: Should the client purchase more than 100 complete CD sets, cost per complete CD set for the first 100 remains the same as stipulated in Section D. Complete CD sets beyond the first 100 will incur a

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price cut by \$1 for each single CD set, \$2 for each double CD set, and \$3 for each triple CD sets.

E. Cancellation Fee, Client: If for any reason the client cancels funding for the product after _____, the client(s) listed will be held personally and financially liable for the reimbursement of material costs already put forth by Swift Creations and associated with the production numbers for the organization stipulated in section C plus \$100.

E.1 Cancellation Fee, Swift Creations: If an unforeseen event prevents Swift Creations from fulfilling the contract, the contract will end when Swift Creations provides monetary reimbursement to the client equal to the amount already paid to Swift Creations by the client plus \$100.

F. Permission: By signing this contract, the client agrees to take responsibility in furnishing permission from the appropriate music publisher(s) or copyright holders for Swift Creations to record the ensembles on the date specified in this document. In the case of World Premieres, local composers, unpublished works, etc., the client agrees to make arrangements with the composer to receive a complimentary recording in place of statutory rate royalties.

F.1 Location: The client agrees to make all arrangements in securing an ample recording area. The client agrees to provide Swift Creations with an area which is free of pedestrians for the period of time from the beginning of setup by Swift Creations until the end of tear-down by Swift Creations. If this is not possible, the client gives permission to Swift Creations to rope, block, or tape off areas that may be unsafe to pedestrians. The client will not hold Swift Creations responsible for any non-deliberate damage to persons or objects done so by Swift Creations.

F.2 Copyright: The client agrees to provide to Swift Creations at least 1 week prior to the event a list of all pieces to be recorded, the names of the composer(s), and the names of the music publishers. Swift Creations will use this information for royalty payments to composers or music publishers as applicable. Failure to adhere to this will result in the client taking full responsibility for royalty payment to the appropriate people based on the recording.

G. Understanding: Any form of material that serves as a synopsis for this contract will not alter the terms and contents of this contract. By signing

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this document, all parties understand all points raised herein and agree to be bound by stipulations contained within this document for said period of time.

H. Contact Information: Signature denotes that contact information is accurate. Not all representatives of Swift Creations need to add their signature for this to serve as a binding contract.

(Client)

(Email and Phone)

Matt Brown, Recording Engineer of Swift Creations

Mike Gregory, Recording Engineer of Swift Creations

Dan Swift, Recording Engineer of Swift Creations