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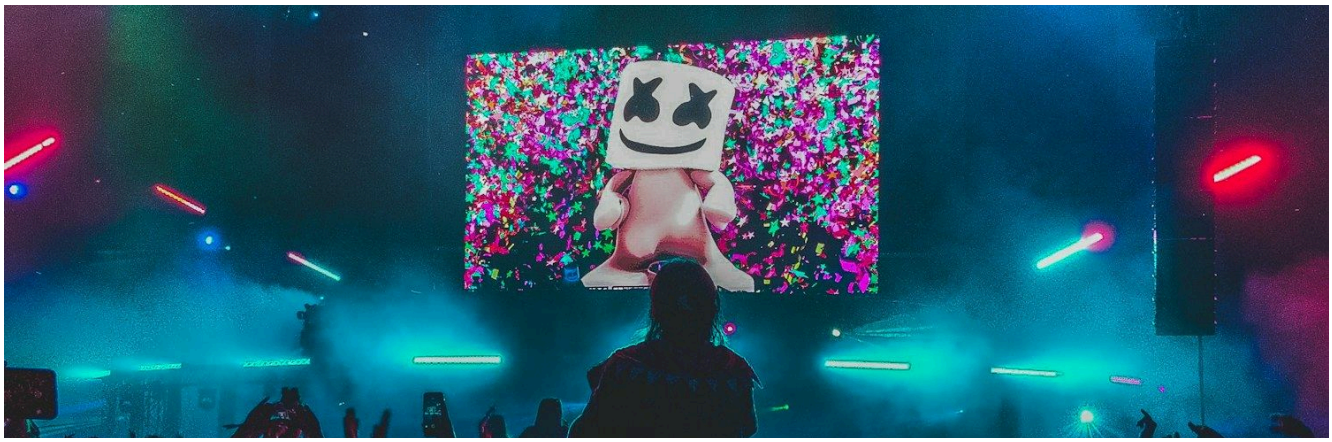
PRACTICE GUIDE · ENTERTAINMENT & TALENT

Music Industry Agreements

Grand Park Law Group · 2026



A. **Recording Agreements and Master Ownership**

A traditional "exclusive recording artist agreement" couples a multi-album commitment with assignment to the label of the master sound recordings on a work-for-hire basis. Counsel for artists should focus on (1) the work-for-hire characterization and backup assignment (and whether termination rights are preserved by law); (2) recoupment and cross-collateralization of advances; (3) controlled-composition clauses; (4) "leaving member" and "key man" clauses; (5) audit rights; and (6) the term, which under Labor Code § 2855 may not exceed seven years (subject to the recording-industry damages carve-out at § 2855(b)).

B. **Publishing and Co-Publishing Deals**

Music publishing is the business of exploiting musical compositions, as distinct from sound recordings. The two principal structures are (1) the traditional publishing deal, in which the songwriter assigns the copyright in exchange for a royalty share (typically 50/50 of net publisher's share, with the songwriter retaining "writer's share" mechanicals and performance income), and (2) the co-publishing deal, in which the writer and publisher each own an undivided 50% interest in the copyright, with the publisher administering. Administration deals — in which the publisher takes no ownership but administers for a percentage — are common at the catalog level.

Termination rights under § 203 are the gravitational center of high-value catalog transactions; a buyer paying for a catalog must price in the risk that the seller (or the seller's heirs) will recapture rights at the 35-year mark.

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C.

Producer Agreements

Record producers are typically engaged on a "producer fee plus points" basis: an upfront fee against royalties, plus a percentage (typically 3–5 points) of the artist's royalty pool. Letter-of-direction structures are standard, channeling royalties from the label directly to the producer. Producers should secure (1) credit obligations; (2) producer-of-record status under SoundExchange for digital-performance royalties; and (3) "all-in" treatment that does not leave them exposed to deductions for other producers' fees.

D.

Synchronization Licensing

A "sync" license authorizes use of a musical composition in timed relation to visual content. Key drafting points: scope (territory, term, media), exclusivity, MFN treatment relative to the master license, and warranties. Sync deals require *two* licenses: a sync license from the publisher (composition) and a master-use license from the label (recording). The cost of failure is high — *Davis v. Blige*, supra, illustrates the exposure — and chain-of-title diligence is central to clearance.

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