



CUSTOM INSTRUMENTAL PRODUCTION AGREEMENT

This Custom Instrumental Production Agreement ("Agreement") is entered into as of the date of purchase/signature by and between **Song Foundry / Josh Bright Productions** ("Producer") and the purchasing artist or entity ("Artist").

1. GRANT OF RIGHTS

Upon full payment, Producer grants Artist an exclusive, perpetual, worldwide license to commercially exploit the custom instrumental production ("Beat" or "Instrumental") created specifically for Artist.

Artist shall own and control: 100% of the composition created by Artist using the Instrumental, including lyrics and vocal melodies; 95% ownership interest in the final sound recording/master recording; All branding, marketing, distribution, synchronization, performance, and monetization rights related to the final song. Producer retains solely: A 5% ownership interest in the final master recording, representing Producer's intellectual property contribution and production participation. Except for the retained 5% master interest outlined above, Artist shall otherwise own and control the final song and exploitation rights.

2. PRODUCER RETAINED RIGHTS

Producer retains: The underlying producer tag (if applicable); Portfolio/showcase rights for promotional use; The right to receive 5% of net master ownership and royalties generated from the final master recording. Producer shall have no ownership claim to Artist's lyrics, vocal melodies, artist name, likeness, branding, publishing share, or live performance income unless separately agreed in writing.

3. PUBLISHING

Unless otherwise agreed in writing: Artist shall own and administer 100% of the publishing attributable to Artist's songwriting contributions; Producer waives any publishing administration claims beyond customary producer/writer recognition; Any songwriter splits may be registered mutually if required for royalty collection platforms. **4. DELIVERY**

Producer agrees to deliver: WAV file of the custom instrumental; MP3 reference file; Optional stems upon request (if included in purchase agreement). Delivery shall occur within the mutually agreed production timeline.

5. PAYMENT

Artist agrees to pay Producer the agreed custom production fee in full before final delivery of unrestricted files unless otherwise agreed.

All payments are non-refundable once production work has begun.

6. CREDIT

Artist agrees to provide reasonable production credit where commercially practical, including but not limited to:

“Produced by Song Foundry”

or

“Produced by Josh Bright”

7. EXCLUSIVITY

This is a fully exclusive custom production.

Producer agrees not to resell, lease, distribute, license, or recreate the substantially similar instrumental for another party after final payment is received.

8. ROYALTIES & MASTER PARTICIPATION

Producer shall receive: 5% ownership participation in the final master recording; Corresponding backend royalties derived from that ownership share where applicable. Artist shall control administration and distribution of the master recording.

9. INDEMNIFICATION

Artist agrees to indemnify and hold Producer harmless from any claims arising from: Unauthorized samples added by Artist; Lyrical content; Trademark infringement; Or misuse of the final song. Producer warrants that the instrumental production created is original to the best of Producer’s knowledge.

10. GOVERNING LAW

This Agreement shall be governed under the laws of the State of Alabama, United States.

11. ENTIRE AGREEMENT

This Agreement represents the full understanding between the parties and supersedes any prior verbal or written agreements regarding the Instrumental.

Any modifications must be made in writing and signed by both parties.

PRODUCER	ARTIST
Song Foundry / Josh Bright Productions	Artist Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____