

**NOTE: This is a sample. Places marked (tbd) will be filled in with specific numbers on the actual contract**

## **Podcast Production Contract**

This Podcast Production Agreement (the "Agreement") is entered into between You Gonna Meow? Podcast Network, LLC, with its principal place of business at 1720 NW Lovejoy St #335, Portland, Oregon, 97209 (the "Company") and the recording group (the "Artist") with a mailing address of \_\_\_\_\_ for production of a podcast show named \_\_\_\_\_ (the "Podcast").

Members of the recording group are listed with their full names below:

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The parties agree as follows:

### **1. Use of Recording Facilities**

Company agrees to record the Podcast audio material on behalf of the Artist using Company-owned equipment and facilities, provided that the Artist schedules recording time with a representative of the Company. Access to the equipment or offices of the Company is not permitted to the Artist or any affiliate of the Artist at any time other than scheduled, except as approved by a Company representative. Additionally, a Company representative must be present at all times during any recording.

### **2. Podcast Schedule**

During the period in which this Agreement remains in effect, Artist will make regular recordings of the Podcast according to the terms described in Section 1, or will provide recordings to the Company created with equipment and facilities acquired by the Artist. The schedule agreed upon between the Artist and the Company is the following, chosen by the initials from a member of the recording group and a representative of the Company:

(a member of the recording group and the Company representative must sign their initials for one option only)

\_\_\_\_\_ Weekly

\_\_\_\_\_ Bi-weekly

\_\_\_\_\_ Monthly

The schedule will start on the date of the first recorded episode of the Podcast. From that date, the Artist is obligated to record or to provide a recording for publishing within the time period agreed above, except if rescheduled by written approval from a representative of the Company.

The Artist may choose to record multiple episodes to stay ahead of the recording schedule, and may optionally request to publish extra episodes in between the normal schedule. Multiple episodes are considered to adhere to the schedule as long as they are published at the agreed-upon scheduled intervals.

If episodes are published between the agreed-upon schedule, it is understood that these in-between episodes are not a replacement for the regular-scheduled episodes, and that the normal schedule is still in effect for the next episode, unless an exception is approved by a representative of the Company.

There will be one (1) emergency exception allowed every quarter (period ending March, June, September, and December of each calendar year) wherein the Artist may skip a scheduled recording. A notification of this emergency must be sent by the Artist to a representative of the Company using reasonable communication methods at least seven (7) calendar days before the scheduled recording to be skipped. The Artist is advised to reserve the use of this exception for true emergencies.

### **3. Fee Assessment for Late or Missed Episodes**

**NOTE:** This next section is intended to encourage you to produce your episodes regularly and on time. If you're planning to do that anyway, then none of these fees will ever apply to you.

Artist agrees to pay a Late Fee to the Company for recording or provide a recording after the scheduled date of the next episode of the Podcast. The charge for the Late Fee will be accrued for every calendar day after the missed scheduled date. If a recording has still not been made or provided by the next scheduled date after the missed scheduled date, the Artist agrees to pay a Missed Episode Fee to the Company, and a Late Fee will be charged beginning the next calendar day after the second missed scheduled date. This cycle of fees will repeat until a recording is provided for the Podcast. The amount of these fees is described in the table below.

<u>Podcast Schedule</u>	<u>Late Fee (per day)</u>	<u>Missed Episode Fee</u>
Weekly	(tbd)	(tbd)
Bi-Weekly	(tbd)	(tbd)
Monthly	(tbd)	(tbd)

An invoice for all fees incurred in a calendar month will be sent at the end of the month from the Company to the Artist. All fees are due to the Company within thirty (30) calendar days of being received by the Artist. These fees can only be waived by a written exception by the Company or an emergency exception as described in Section 2 of this document for the late or missed episodes.

#### **4. Podcast Content Liability**

Artist understands that the Company bears no responsibility for the legal disposition of the content of the Podcast and that it is the responsibility of the Artist to obtain any rights and releases for the material recorded as part of the Podcast, if it is legally necessary. Artist agrees to hold harmless and indemnify Company and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligence or misconduct of Artist in connection with the recording of the Podcast described in this Agreement.

In addition, Artist agrees to reimburse the Company for any legal expenses incurred by the Company arising from legal actions regarding the content of the Podcast that is recorded by the Artist. Such expenses must be itemized by the Company and presented to the Artist as an invoice, payable within thirty (30) calendar days from the date of receipt by the Artist.

#### **5. Podcast Content Obligations**

##### **5A. Show Materials**

At least two (2) weeks before the recording of the first episode of the Podcast, the Artist must provide to the Company the following items:

- A logo in PNG or JPG format at least 600 pixels by 600 pixels at 300 DPI
- Audio containing show intro, outro, and any other recurring audio intended to be used in every published episode
  - If not needed, Company representative should initial here: \_\_\_\_\_

Company may refuse to accept the start of the podcast recording schedule until these materials are provided.

##### **5B. Promotional Materials**

As a condition of being a member of the podcast network, the Artist agrees to record certain material in every episode of the Podcast, hereafter referred to as "Network Promotion", as part of advertising of the Company and its podcast network. Guidelines for the Network Promotion will be provided by the Company. Any recording of the Network Promotion is subject to approval by the Company before it can be provided for public consumption.

### **5C. Length of Content**

The length of each episode of the Podcast shall be no less than 20 minutes and no more than 1 hour. A recording of less than 20 minutes will be rejected. A recording of more than 1 hour will be edited for content if possible to render a final length of 1 hour or less. If edits to the recording to bring it to 1 hour or less are not reasonably possible, the recording will be rejected.

### **6. Cost of Services to Artist**

Company agrees that no payments will be charged to the Artist for the services described in this Agreement, except for the fees mentioned in Section 3 and legal expenses described in Section 4, and that the Company will bear all costs that the Company and its representatives incur relating to recording, editing, publishing, marketing, advertising, and any other production for the Podcast. This shall not be interpreted as covering any costs incurred by the Artist with any other agent or agency for any services related to the Podcast or any unrelated services.

Company will provide an RSS feed of the Podcast to the Artist. Artist will be responsible for submitting the feed to iTunes, Stitcher, and Google Play platforms.

### **7. Compensation of Artist**

Artist will receive opportunities to share in revenue gained from income streams received by the Company. For each source of income received by the Company, the Company will produce a separate Revenue Contract detailing the obligations of the Artist to receive the income, and the share of income to the Artist once those obligations are met. Upon agreement and signature between the Artist and the Company of the Revenue Contract, the Company will send payment to the Artist per the terms of the Revenue Contract. A breach of the Revenue Contract will only be subject to the breach terms described in the Revenue Contract, and will not be considered a breach of this Agreement.

### **8. Podcast Income and Expenses**

Company shall provide the Artist with quarterly reports detailing the income received and expenses incurred by the Company that are related to the Podcast. This report will be provided no later than thirty (30) calendar days after the end of the quarter. Each quarter will end on the last day of the following months of every year: March, June, September, December

## **9. Podcast Statistics**

Company will provide the Artist with weekly reports detailing the download statistics for each Podcast episode produced by the Company.

## **10. Ownership of Unedited Recordings**

Company will be the sole owner and will have perpetual use and control of all unedited audio recordings produced under this Agreement. Company will be free to dispose of and treat in any way all unedited 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.

## **11. Ownership of Published Recordings**

Artist will be the sole owner and will have perpetual use and control of all published audio recordings produced under this Agreement. The term "published" will be understood as the final edited version of the audio recording that the Company provides as part of the services described in this Agreement. Artist will be free to dispose of and treat in any way all published 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.

## **12. Right of Refusal**

Company has final rights of approval on all material to be recorded by Artist under this Agreement. Company may for any reason refuse to publish a recording made under this Agreement. If the refusal is exercised, the Artist is still obligated to record replacement material in order to meet the schedule terms described in Section 2, except that the schedule shall be extended by seven (7) calendar days to allow time for re-recording, editing, and publishing. The fees described in Section 3 will not be accrued until after this extended date.

If any single episode of the Podcast is rejected by the Company three (3) times, this will be considered a breach of contract.

## **13. Representations**

Both Artist 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.

## **14. Notice of Breach**

Neither party will be deemed to be in breach of this Agreement until it has received notice of the alleged breach from the other party. The party charged with breach of the Agreement will have three (3) business 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 three (3) business days from the date on which the party received notice of breach, the non-breaching party may terminate this Agreement immediately.

#### **15. Termination of Agreement by Company**

Company reserves the right to terminate this Agreement starting at the date of signature of the Agreement and ending at the date in which (tbd) episodes of the Podcast have been recorded, hereafter referred to as the "Grace Period". Termination of this Agreement during the Grace Period shall be executed by written and signed notice from the Company to the Artist, and shall go into effect immediately.

After expiration of the Grace Period, Company retains the right to terminate the Agreement, but the termination shall not go into effect until thirty (30) calendar days after receipt of the signed termination notice by the Artist, unless termination is due to breach of contract as described in Section 13, in which case termination is effective immediately.

All portions of the Agreement are still in effect, and all obligations of the Artist and the Company are still required until the termination has gone into effect.

Upon termination of this Agreement by the Company, any outstanding fees owed by the Artist to the Company must be paid with thirty (30) calendar days of the date of receipt by the Artist of the termination. Any outstanding compensation due to the Artist from the Company must be paid with thirty (30) calendar days of the date of receipt by the Artist of the termination.

#### **16. Termination of Agreement by Artist**

Artist may terminate this Agreement by sending a written and signed notice from the Artist to the Company, but the termination shall not go into effect until thirty (30) calendar days after receipt of the signed termination notice by the Company, unless termination is due to breach of contract as described in Section 13, in which case termination is effective immediately.

Additionally, if the Artist has not produced a minimum of (tbd) episodes of the Podcast, the termination shall not go into effect until this minimum has been satisfied. Failure to provide the minimum number of episodes of the Podcast will be treated as Missed Episodes per Section 3.

All portions of the Agreement are still in effect, and all obligations of the Artist and the Company are still required until the termination has gone into effect.

Upon termination of this Agreement by the Artist, any outstanding fees owed by the Artist to the Company must be paid with thirty (30) calendar days of the date of receipt by the Company of the termination. Any outstanding compensation due to the Artist from the Company must be paid with thirty (30) calendar days of the date of receipt by the Company of the termination.

#### **17. Non-Disclosure**

Artist agrees not to disclose this contract or any portions of this contract to any person, business entity, or organization other than the members of the recording group as listed in the introductory paragraphs of this contract, and any legal representatives of any of the members of the recording group.

#### **18. Notices**

All notices to the parties will be in writing and will be sent to the address of the party stated at the beginning of this Agreement.

#### **19. Governing Law**

This Agreement will be governed in all respects by the law of the State of Oregon.

#### **20. 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.

#### **21. Amendments**

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

#### **22. 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 in addition to any other relief to which that party may be entitled.

Executed on the dates indicated below by each party with the intent of being legally bound.

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\_\_\_\_\_ Date

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You Gonna Meow? Podcast Network, LLC  
By April Gallaty, its Vice-President

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Date

**SAMPLE**