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**BRAND ON PRODUCTION co.  
RATES**

<b>(A)*HOURLY RATE</b> (w/3 hour minimum)	.....\$ <b>35.00</b>
<b>(B)*DAY RATE:</b> (8 hours of studio time w/\$30 discount from hourly rate)	.....\$ <b>250.00</b>
<b>(C)*WEEK RATE:</b> (6-days w/\$300 discount from day rate)	.....\$ <b>1,200.00</b>
<b>(D)*PROJECT RATE:</b> (minimum of 8 songs w/3 week limit or 21 working days)	.....\$ <b>3,500.00</b>
<b>(E)*PER-SONG RATE:</b> (w/3 day limit per song)	.....\$ <b>300.00</b>

(these rates are primarily based on the production skill set, not providing a studio space, engineer, or musicians)

**For Bookings contact Brandon Hampton @ (816) 272-5388 or  
brand.on@gmail.com** (this email is for booking inquires only)

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## BRAND ON PRODUCTION co. CONTRACT

A 25% non-refundable deposit will be required to confirm all project bookings no later than two weeks prior to starting date of project. Deposit fee goes towards the production fee. Five days notice is required for any rescheduling. Failure to comply will result in forfeiture of the deposit, and a new deposit of \$250 will be required for rescheduled bookings within a 30 day period non-applicable to production fee. If outside of the 30 day period than 25% new deposit will be required. In the event that a session is cancelled within 24 hours of a session's scheduled start time, the client will be liable for the cost of first week of booked time or entirety of booked time if shorter than one week. Bookings for which no deposit has been received shall be subject to change or cancellation without notice.

### **\*FULL PAYMENT IS DUE AT THE END OF EACH SESSION**

Any other arrangements must be discussed and agreed upon prior to the start of any session. Session billing starts at the booked start time through the scheduled end time.

All Masters including, CD-R's, Hard Drives, Master Tapes, or any other session media shall remain the property of Brand On Productions co. until all invoices are paid in full.

**LIABILITY:** We are not legally or financially responsible for items brought into or left on the premises. It is recommended that clients obtain insurance to protect against possible damage expense or loss of article(s) left on premises. This includes master tapes, drives, etc., left at any given studio facility.

\*All Rates subject to change without notice.

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### **FILE STORAGE AND MEDIA**

It is highly recommended that clients purchase their own External FireWire drive. If you need to work off of the studio's drive, \*\*all files will be removed and put on a CD or DVD at the end of each session.

\*\*The time and media involved with file transfer/verification will be billed at \$10.00 Per session. Including online transfer of project files (when necessary)

We can recommend specific hard drives that do not have any compatibility issues, Or you can visit the Website at the following URL:

<http://www.digidesign.com/index.cfm?langid=100&navid=54&itemid=23114>

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## BRAND ON PRODUCTION co. ROYALTIES

### **PRODUCTION POINTS**

The advanced producers fee is subtracted from the royalty agreement in the the number of units sold with the royalty percentage equal to the upfront fee.

**example:** producers fee of \$3000

If 2500 CD's are sold at \$15.00 with 8% as royalty than,  $2500(\text{cd's}) \times \$1.20(\text{r}) = \$3000$

If the overhead expense of project is recouped before production fee is recouped than production royalty goes into effect.

Production royalty is 8% of wholesale CD price.

### **example of wholesale price:**

cds you personally sell for \$10-15 the 8% applies to the whole price.

cds sold to a store for \$7-12, but sold in store at \$15, 8% is only applied the price you sold it to the store for.

If song is sold on itunes and receive 70 cents from every 99 cent download than 8% is applied to the 70 cents not the 99 cents.

However, if a download song file is sold through independent site by artist or third party company, wherein artist receives the entire download sale (example: download price: 1.00) than the 8% is applies to the whole sale

in recap: whatever the artist receives first hand from any sale type, 8% is applied to that price.

All accumulated royalty records are to be submitted to **BRAND ON PRODUCTIONS** at the beginning of each (quarter/three month period) reporting(in writing) the earning from the previous three months. The amount accumulated over each yearly quarter (three months) are to be paid in full at the beginning of the first month following the previous quarter.

In many cases for independent artists, the administration of keeping track with royalties can be more than an independent has the capacity to manage. in this case there are two alternative options

(#1)\* Brand On Production will introduce artist and/or organization to a third party company equipped to handle the tracking of over all sales for both physical(cd's, tapes, vinyl) and digital(itunes etc.) properties.

-OR-

(#2)\* Production points along with song royalties will be paid up front at time of duplication based on the number of of units being duplicated.

## **SONG CO-WRITING ROYALTIES**

Often the task of producing a song or project will spill into musical and lyrical contributions that are an essential part of the song authorship. when drafting the song sheets for copyright submission, the artist agrees to have a pre determined verbal and written agreement on what song/songs are co-authored. An added agreement will be drafted at end or recording session to determine what songs apply to the authorship royalty agreement. this addendum must be completed to release master recordings to the artists and to release end of project payment to producer.

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**BRAND ON PRODUCTION co.  
PRODUCT AGREEMENT**

Producer gets 1 box of CD's (30 units) free.  
The next two boxes of CD's (60 units) at cost.  
All cds hereonafter at \$4 per unit (CD)

All items(CD's) purchased by the producer do not apply to the producers royalty agreement nor does it apply to the artist royalty agreement. Owner/Artist is not required to submit these sales for royalties. the recoupable royalties are with in the product purchase price agreement.

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## BRAND ON PRODUCTION co. PRODUCTION CREDIT AGREEMENT

brandon hampton must be credited as exclusive producer title unless in collaboration with band or artist: example "produced by (brandon hampton and band/artist name)" exception will be the executive producers title which will state "executive producer: (person/ group/ or company)"

brandon hampton requires by contract that the production credit is to be printed in three places

#1 in the credit columns



#2 on the back-outside package of the disc



#3 on the actual disc/record it self



with added email or website info as requested

failure to do so will result in breach of contract and result in a halt of releasing the master rights until error is corrected.

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**BRAND ON PRODUCTION co.  
AGREEMENT**

By signing this contract, you acknowledge that you have been given the opportunity to be represented by an attorney of your choice in the negotiation and preparation of this agreement and that you have either been represented by such an attorney or voluntarily elected not to do so.

If the foregoing accurately reflects your understanding of the subject matter hereof, please sign below.

**CLIENT**

\_\_\_\_\_

printed name: \_\_\_\_\_

date: \_\_\_\_\_

**BRAND ON PRODUCTIONS**

\_\_\_\_\_

printed name: **BRANDON J HAMPTON**

date: \_\_\_\_\_