

Remixer Agreement Checklist

This is a checklist of key deal points and issues in a remix agreement. It is not exhaustive. It is not a substitute for legal advice. Every deal is different in some way. Almost all deals can be improved by professional analysis and negotiation. Remix agreements can vary considerably and can have significant implications on an artist's and label's exploitation of masters. You should get competent and specialised legal advice on the subject matter and terms of any agreement before you sign anything. However, this checklist sets out the details and issues you should be on the look-out for.

1 Remixer details

Company or individual? (If company, promise of remixer's personal services?)

2 Details of party engaging remixer

- a. Company or individual? Artist or label?
- b. Name of artist and track

3 Project and services

Describe project (or tracks) for which remixer is being retained

4 Remix process

- a. Delivery of masters to remixer (method and date)
- b. Remixer Warranty and reproduction of third party material/samples in remix (who pays, approves, obtains licence?)
- c. Delivery of remix (method, date, consequence of non-delivery) (including all stem files, mixes, etc)
- d. Acceptance or rejection (who pays for further remix)

5 Remixer fees and royalties and credit

- a. Flat fee? All in Fee? Recoupable? When Payable? (50% before, 50% on delivery)
- b. Royalty split? After recoupment?
 - i. Based on sales of remix?
 - ii. Publishing income split?
- c. Production Costs
- d. Remixer's credit (right to use remixer's name in promotion?)
- e. Accounting (direct accounting or via artist)

6 Copyright and stem file ownership

When does copyright vest in artist/label? (On creation or on payment?)

For further information consult your local Industry Association, Arts Law, or a legal professional.