Recording Package Instructions

What should I do first?

1. Read through the Recording Package Lease Agreement in its entirety.
2. Decide which Recording Package best fits your needs.
3. If you do not already have the Praise Hymn, Modern Worship, You Can Sing Gospel, Hi-Lo (Plus), Sound Performance, or Praise Hymn Traditional tracks selected that you would like to record, look through your Praise Hymn Songfinder for the most current selections available. Or, visit our website at www.praisehymn.com where you can listen to our entire catalog in each key. **We do not allow leasing or recording from our Mastertrax soundtrack line under any circumstances.** (You may also request an emailed copy of our complete database of songs that are available for recording by contacting Dean Newkirk - see above).
4. Select 20 tracks that you would like to preview and write the title and the UPC Number down for each track in the section of the Recording Package Lease Agreement titled "Schedule B". Upon receipt of the 50% deposit, these preview tracks will be shipped via UPS Ground. (Please note that these tracks do not need to be returned).
5. Make a copy of the agreement for your records.
6. Send in the agreement along with your 50% deposit (enclose credit card # and expiration date, check or money order, payable to Praise Hymn Soundtracks to the address indicated above. You may also fax us at 615-261-5920. Note: This payment does not cover mechanical royalties, which must be paid to the song’s publisher(s) (see below for more information).
7. Questions? Call Dean Newkirk at (615) 261-6462 or email him at dnewkirk@pmgcreative.com.

Once my agreement and payment have been sent in, what happens now?

Once we receive your information, we will be contacting you in order to confirm the recording date that works best for you. If you need assistance on booking a hotel in our area, please contact Dean Newkirk. In addition, for all recording packages, with the exception of the demo packages, you will have the opportunity to work with a graphic designer to construct the artwork for your recording project. We can schedule the graphic design session either the day before or the day after your recording session. There are several things that you need to assemble and send in to us at least 3 weeks before your recording session for your graphic design work.

1. Gather your existing photography that you would like to use for your project artwork or call us to get some basic information/direction from our graphic designer on what type of photography would be best if you do not yet have your photography completed.
2. Email any design or theme ideas that you would like the graphic designer to take into account as they begin your artwork design. Also, please email any thank-yous, contact/booking information, publishing/copyright information, song titles, etc. that you would like listed on your artwork to Praise Hymn at least 3 weeks before your recording session.

Recording Agreement Explanation:

When making a custom recording using pre-recorded accompaniment tracks, there are two (2) separate permissions that must be obtained. They are: 1) permission to use the sound recording (soundtrack), through a Custom Master Lease License (THIS RECORDING AGREEMENT) and 2) permission to use the song itself, through a Custom Mechanical License.
**Custom Master Lease License:** Upon receipt of your payment and completed agreement, we will grant usage of Praise Hymn Soundtracks, Praise Hymn Traditional, Modern Worship Songtracks, Sound Performance, Hi-Lo (Plus) or You Can Sing Gospel Trax. This master license will authorize you to duplicate unlimited copies of your custom recording. The license and lease fee applies only to the lease of the sound track recording.

**Custom Mechanical License:** You must contact each publisher for each song you plan to record and request a Custom Mechanical License. You should provide the publisher with the following information regarding your custom recording: artist name (Your name), project title, tentative release date and number of units (copies) to be manufactured and whether or not you will be selling your project. **We do not have publishing information.**

Please note: **you must always obtain permission to record a song in any way.** There is a common misconception that if you are not selling your recording or not making a profit, etc., you do not have to obtain permission to record a song. **This is not true!** In some cases, a publisher may grant permission to record without charge, but this should NEVER be assumed.

**How do I get the Publisher’s contact information so that I can request permission to record their song?**

Unfortunately, **we do not have this information.** However, the information below will help you in this process. Please visit the following four web sites to obtain the publisher’s contact information:

- www.ascap.com
- www.bmi.com
- www.sesac.com
- www.harryfox.com

Each of these organizations represents songs. Collectively they represent all of the songs in the world so one of these websites should contain the publishing contact information you need. Basically you will be using the above websites to do an Internet search to find the contact information of each of the publishers for the songs that you plan to record.

Start by logging on to one of the websites above and searching for the song titles in their database. If this search returns multiple titles with the same name, to narrow your search, you may also continue searching by the songwriter(s) name(s) or the specific publishing company name(s) (listed at the bottom of the lyrics in our soundtracks). If you do not find any information regarding the song you are searching on the first website above, you must go on to the remaining sites in order to find this information.

Once you obtain contact information for the specific publisher(s) of the song(s) you plan to record, contact each publisher directly to obtain a Custom Mechanical License. You should also ask the publisher(s) to specifically provide you with any copyright information (it could also be referred to as legal line information or legal copy) for the songs you plan to record. You will need this information to email to our designer to include on your artwork. The publisher(s) can include this information for you, but you'll need to ask them for it specifically when you contact them to obtain the Custom Mechanical License.
RECORDING PACKAGE LEASE AGREEMENT

This Agreement ("Agreement"), made and entered into on this, the ______ day of ______, 20_____, by and between Praise Hymn Soundtracks ("PHS"), with offices located at 741 Cool Springs Blvd. Franklin, TN 37067, and ____________________________________ ("You"), located at (street address only, no PO Boxes) ________________________________________________, shall be as follows;

WHEREAS, PHS is the owner and proprietor of various single-song audio master recordings ("Masters"); and

WHEREAS, You desire to lease from PHS certain of said Masters as indicated herein below in order that You may derive therefrom second-generation sound recordings for retail sale by You to the public;

NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties and representations contained herein, it is agreed as follows;

1) PHS agrees to lease to You, and You agree to lease from PHS, Masters (contained in Schedule B) from which You will derive second-generation sound recordings as set forth above;

2) You agree to pay PHS (Check One below – See Schedule A) in good funds.

   ______$4,450.00 for package A
   ______$3,450.00 for package B
   ______$1,350.00 for the 4 Song Demo Package

Therefore, based upon Your requested Recording Package per Paragraph 2 above, the total amount You must pay to PHS is (Total Package Price) $_________________. PHS must receive a deposit of 50% deposit in good funds in order to confirm Your reservation for studio time. Until such deposit is received, all studio time is tentative and subject to change. The remaining balance is to be paid at the end of Your recording session. In the event of illness you may reschedule your studio date without loss of Your deposit. If Your reservation must be cancelled for any reason, you are subject to the following penalties; any cancellations within (7) seven days of recording session gives PHS the right to retain 50%
percent of deposit, any cancellations within (14) fourteen days of recording session gives PHS the right to retain 25% percent of deposit, any cancellations beyond (14) fourteen days of recording session gives PHS the right to retain 10% percent of deposit.

3) Upon receipt by PHS from You of this Agreement completed and executed by You, and the payment as set forth in Paragraph 2 above, PHS will forward to You at Your request for the purpose of review/practice no more than twenty (20) compact discs for the purpose of choosing songs for Your project. Only one replacement shipment will be sent. All preview/practice compact discs sent from PHS do not have to be returned to PHS.

Yes, I would like preview/practice tracks for my recording project ____ (list contained on Schedule B)

No, I do not need preview/practice tracks for my recording project______

4) You acknowledge that PHS is not necessarily the owner nor the proprietor of the copyrights of the songs contained in the Masters that You request to lease for Your recording. It is Your sole responsibility to contact any such copyright owners and/or proprietors to obtain permission and/or licenses for Your use and/or exploitation of the works contained in the Masters. You agree to fully and completely indemnify and hold harmless PHS and its employees, agents, and other personnel from any and all damages which are a direct or indirect result of Your failure to so properly obtain any and all such permission and/or licenses as required by law.

5) You agree to credit Praise Hymn Soundtracks within the design of Your recording project artwork for the use of said Masters in the following manner: “Music Provided by Praise Hymn Soundtracks. For more information call 1-800-746-4688 or visit to www.praisehymn.com.”

6) This agreement is deemed made under, and shall be governed by, the laws of the State of Tennessee.

7) This Agreement may not be modified or altered in any way other than by a dated writing signed by all parties hereto.

8) In the event that additional recording, mixing, mastering or graphic design time is used other than that which is allotted in Schedule A, You are subject to pay all additional charges including extra shipping fees.

9) You agree to fully and completely indemnify and hold harmless PHS and its employees, agents, other personnel, workers for hire, studios and studio affiliates for the return of any media (including but not limited to the following: cassette tapes, audio CDs, data CDs, photo CDs, floppy discs, DVDs, minidisks, reel to reels, DATs, vinyl records, laser discs, VHS tapes, photography prints, etc.) sent to PHS by You for preview, recording, direction, photography, design or otherwise. If you will be sending any type of media to PHS, make a duplicate copy of your media, and send PHS the duplicate copy that does not need to be returned. You agree that PHS will not be held responsible for any and all damages that are a direct or indirect result of Your failure to properly send duplicate copies of Your media.
10) In the event of a breach of this Agreement by any party hereto resulting in the institution of legal proceedings by any party to enforce the Agreement, the prevailing party shall be entitled to collect its costs and expenses, including reasonable attorney’s fees, from the non-prevailing party.

WITNESS OUR HANDS, on the date first set forth above.

Signature ___________________________ Date __________________________

Home Phone # ______________________ Email Address __________________________

Cell Phone # _______________________

Work Phone # _______________________

Credit Card #________________________ Expiration Date ____/____

Please print billing name and address as it appears on Credit Card statement:

_______________________________
_______________________________
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Please list 3 possible dates that You would like us to check our availability for the scheduling of your recording dates. Please note that recording dates are only set on Monday, Tuesday, and Thursday.

1st Choice Date___________________________
2nd Choice Date___________________________
3rd Choice Date___________________________
SCHEDULE A
(Description of Recording Packages)

PACKAGE A = $4450.00:
- Ten (10) Praise Hymn Soundtrack leases
- Ten (10) hours total studio time (including mixing)
- Graphic Design (10 Hours)
- One Thousand (1000) compact disc duplications including booklets and tray cards (with photo supplied). Booklets are printed 4-color one side. One color print on the inside panels.
- Mastering of project
- Sound Engineer
- Producer

PACKAGE B = $3450.00:
- Ten (10) Praise Hymn Soundtrack leases
- Ten (10) hours total studio time (including mixing)
- Graphic Design (10 Hours)
- Five Hundred (500) compact disc duplications including booklets and tray cards (with photo supplied). Booklets are printed 4-color one side. One color print on the inside panels.
- Mastering of project
- Sound Engineer
- Producer

DEMO PACKAGES = $1350.00 (4 Song Demo)
- Praise Hymn Soundtrack Leases (4 Song)
- Ten (10) hours total studio time (including mixing)
- Mastering of project
- 1 CD Master of Your recording
- Sound Engineer
- Producer
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