

REMIXER AGREEMENT CHECKLIST

THIS IS A CHECKLIST OF KEY DEAL POINTS AND ISSUES IN A REMIX AGREEMENT. IT DOES NOT COVER EVERY ISSUE THAT MIGHT ARISE. EVERY DEAL IS DIFFERENT IN SOME WAY. YOU SHOULD GET LEGAL ADVICE ON LEGAL AGREEMENTS BEFORE YOU SIGN THEM. BUT THIS CHECKLIST IS A GREAT STARTING POINT.

Remember to check out the Remixer Agreement Fact Sheet for further information and see our Checklist and Fact Sheet on Producer Agreements.

1. REMIXER DETAILS

- 1.1. Will the remixers sign in their own name or via a service company? Use the correct entity name, trading name (if any) and ACN or ABN.
- 1.2. If using a service company, ensure there's a promise of the individual remixer's personal services (with a personal guarantee that they will perform the company's obligations if, for any reason, it fails to do so).

2. DETAILS OF PARTY ENGAGING REMIXER

- 2.1. Company or individual? Artist or label?
- 2.2. Name of artist and track.

3. PROJECT AND SERVICES

Describe project (or tracks) which remixer is being engaged to remix.

4. REMIX PROCESS

- 4.1. Delivery of masters to remixer (method and date).
- 4.2. Remixer Warranty – that no third-party copyright materials are incorporated in the remix – or if they are, state who has to get, and who pays for, a licence to use that material.

- 4.3. Delivery of remix (method, date, consequence of non-delivery) (including all stem files, sessions, mixes, etc).
- 4.4. Acceptance or rejection – who pays for any further remix that the label or artist requires?

5. REMIXER FEES AND ROYALTIES AND CREDIT

- 5.1. Service fee + facility costs? All-in Fee? Are any payments recoupable from the remixer's royalty? When are fees payable? (For example, 50% on signing, 50% on delivery and acceptance).
- 5.2. Royalty? After recoupment of any cash fee(s)?
 - a) Based on sales of remix, and licensing and streaming income?
 - a) If the remixer composes new music or uses another composer's music in the remix will the publishing splits on the remix version be different from that of the original master?
- 5.3. What are your obligations with respect to producer royalties under your producer agreement for the original track? (Can the original producer's royalty be reduced by any amounts paid to a remixer? Or must this come out of the artist's share?)
- 5.4. Remixer's credit (and right to use remixer's name, image, bio in promotion?). (Do you need to credit the original producer of the track?)
- 5.5. If a royalty is payable, what are the accounting arrangements (direct accounting by label, or via artist).

6. COPYRIGHT AND STEM FILE OWNERSHIP

When does copyright in the remix recording vest in artist/label? (The label or artist will want this to happen "upon creation". The remixer will want this to be "upon payment in full of the fee".)

For more information, you can speak to your local Industry Association, the Arts Law Centre of Australia or a legal practitioner.



This checklist is an initiative of the Australian Music Industry Network. For more information visit www.amin.org.au.