

Recording Agreement: Wilting Flesh Records

THIS AGREEMENT is made effective this

Date

between **Wilting Flesh Records, LLC** ("The Label"), a limited liability company organized under the laws of Tennessee, and

ArtistName

("The Artist") regarding the exclusive recording services and licensing of Master Recordings (the "Masters") by the Artist.

I. Term and Minimum Commitment

1.1. Term: The initial term of this Agreement shall be **one (1) calendar year** commencing upon the Effective Date. This Agreement shall **NOT** automatically renew. Any extension or renewal of the Term requires the **mutual written consent** of both the Label and the Artist.

1.2. Minimum Commitment: During the Term, the Artist must deliver and the Label must commercially release a minimum of **four (4) original, high-quality, previously unreleased tracks per calendar year**. This commitment may be fulfilled via the delivery of a cohesive Extended Play (EP), a full-length Album, or as individual, staged singles. **If the Artist elects to fulfill this commitment via staged singles, the Artist must provide unique, high-resolution artwork for each individual single release.**

1.3. Delivery and Finality of Submissions: The Artist shall deliver the Master Recordings, including all necessary metadata, liner notes, and high-resolution artwork, no later than **sixty (60) days** before the planned commercial release date via the Label's official web portal (<https://wiltingflesh.org/>).

- **Final Submissions:** All track submissions are considered final upon delivery unless formally rejected by the Label. The Label will not accept resubmissions or updated versions (e.g., alternate mixes/masters) of the same track unless the Artist communicates a formal revision or "pull request" **no later than fourteen (14) days prior to the scheduled distribution upload.**

1.4. Guaranteed Release & Reversion: The Label agrees to commercially release the delivered Masters by the mutually agreed "Target Release Date."

- If the Label fails to release the Masters by the Target Release Date, the Label has a

fourteen (14) day grace period to cure this failure or provide a reasonable explanation and establish a new Target Release Date agreed upon by the Artist.

- **Distributor Exception:** Delays caused solely by third-party aggregators (e.g., Too Lost), digital service providers (e.g., Spotify, Apple Music), or Force Majeure events shall **NOT** constitute a breach of this section, provided the Label has delivered assets to the distributor in a timely manner.
- If no release occurs and no new terms are agreed upon after the grace period (unless the failure is due to a Distributor Exception), **all rights to the unreleased Masters immediately revert to the Artist**, and the Artist shall have the right to terminate this Agreement immediately. **Such reversion shall be free of charge and without obligation for the Artist to pay any Buyout Price.**

II. Rights and Licensing (Not Ownership)

2.1. Grant of Exclusive License: Instead of transferring permanent ownership, the Artist hereby grants the Label an **exclusive license** to distribute, reproduce, and **commercially utilize** the Master Recordings throughout the Territory (Worldwide) for the **License Period**.

- **License Period:** The License Period for each specific Master/EP shall consist of the remainder of the Term **PLUS a period of twelve (12) months** following the commercial release date of that Master.
- **Reversion:** Upon the expiration of the License Period for a Master, all rights granted to the Label shall automatically revert to the Artist, subject to the Sell-Off/Recoupment provisions in **Section 5.4**.

2.2. Ownership of Composition: The Artist retains full ownership of the underlying musical composition (notes and lyrics) and is responsible for PRO registration.

2.3. Creative Control and Quality Check:

- a. The Artist retains primary creative control.
- b. Masters must meet the standards in the **"Wilting Flesh Records Artist Guidance Document."**
- c. The Label will provide a Quality Check decision within **ten (10) business days**.
- d. Artist must provide a **Mastering/Technical Specification Sheet**.

2.4. Third-Party Licensing Approval (Sync): The Label shall not license the Masters for third-party synchronizations (TV, Film, Games) or sub-licensing deals without the **written approval** of the Artist.

- **Communication Protocol:** The Label shall contact the Artist via email/direct message to request approval.
- **Time-Sensitive Exception:** If the Artist fails to respond to a licensing request within **seven (7) days**, and the Label determines the opportunity aligns with the Label's vision and benefits both parties, the Label reserves the right to approve the license on the Artist's behalf.

2.5. Strict Exclusivity: During the Term, the Artist agrees that their exclusive recording services (under the Artist Name listed above) are bound to the Label. The Artist shall **not** release, authorize, or permit the release of any new musical recordings, music videos, or album artwork—whether independently or through any third party (including other record labels)—without the **prior written approval** of the Label. This restriction applies to all formats, including singles, EPs, albums, and collaborations.

- **Guest Features:** Any featured appearances or collaborations on recordings released by third parties must be submitted to the Label for written approval prior to release to ensure no conflict with the Label's release schedule.
- **Teasers:** The Artist reserves the right to post short teasers or demos of unreleased tracks on social media for promotional purposes, provided that such content receives prior written approval from the Label **if it relates to a Master that already has a confirmed Target Release Date. If a demo or teaser does not relate to content intended for the Label, or if the Label has formally rejected the content, the Artist is free to utilize, tease, or release that specific content independently.**
- **Live Streaming Exception:** The Artist is permitted to broadcast live content involving audio production, live content creation, and visual creation on platforms such as Twitch, YouTube Live, or Instagram Live. However, the Artist shall **not** perform or broadcast full versions of any Master Recording that has a confirmed Target Release Date prior to its official release without the Label's prior written approval. Live broadcasts of the creative process (e.g., working on incomplete tracks/stems) are permitted.

2.6. Label Discretion and Accommodations: While the Label values the Artist's collaboration and input, the Label retains the sole right to approve or deny any specific financial or logistical requests made by the Artist (including but not limited to requests for specific marketing spend, merchandise manufacturing, or travel support). The Label may reject such requests if, in its sole business judgment, the request is not financially viable, is strategically unsound, or does not uphold the values, aesthetic, or professional standards of the Label. **Furthermore, the Label will explore opportunities and use its reasonable best efforts to accommodate the Artist's specific aesthetic requests (such as the inclusion of special characters, unique capitalization, or symbols in track titles), provided that such accommodations are strictly subject to the technical limitations and metadata guidelines of third-party distributors and digital service providers. If a digital service provider or distributor rejects a release due to non-standard formatting, the Label reserves the right to normalize the metadata/text to ensure the commercial release proceeds without delay.**

2.7. Warranties and Sample Clearance: The Artist warrants that the Masters delivered to the Label are original works and do not infringe upon the copyrights, trademarks, or rights of any third party. The Artist is solely responsible for obtaining and paying for all necessary clearances for any **samples**, interpolations, or third-party material included in the Masters. The Artist agrees to indemnify and hold the Label harmless from any claims, damages, or expenses (including reasonable legal fees) arising from a breach of this warranty. **The Label shall have the right to withhold royalties otherwise payable to the Artist to fund this**

indemnification obligation until such claims are resolved.

2.8. Grant of Name and Likeness: The Artist grants the Label a non-exclusive, worldwide right to use the Artist's name, professional name, likeness, image, biography, and logo during the Term and License Period for the purpose of promoting, marketing, and selling the Masters and the Label.

III. Royalties and Accounting

3.1. Gross Revenue: All monies actually received by the Label from the **commercialization** of the Masters, **less any returns, credits, and applicable sales or value-added taxes.**

3.2. Direct Release Costs: Documented, third-party expenses directly attributable to a specific release (e.g., distribution fees, manufacturing, targeted advertising, shipping). **This explicitly excludes Label general overhead, administrative fees, or office expenses.**

3.3. Digital Revenue Split (Net Profits):

- **Artist Share:** 65% of Net Profits.
- **Label Share:** 35% of Net Profits.
- *(Net Profits = Gross Revenue - Direct Release Costs)*

3.4. Physical Revenue Split: 50% to Label / 50% to Artist (Net Profits) **(inclusive of all mechanical royalties payable to the Artist/Songwriter).**

3.5. Sync Revenue Split: 50% to Label / 50% to Artist (Net Profits).

3.6. Neighboring Rights (SoundExchange): The Label shall have the exclusive right to collect the "Copyright Owner" share of statutory digital performance royalties (e.g., via SoundExchange in the US, PPL in the UK) generated by the Masters during the Term and License Period. The Artist retains their right to collect the "Featured Artist" share directly.

3.7. Recoupment (Non-Cross-Collateralized): The Label may recoup **Direct Release Costs** for a specific release from that release's Gross Revenue. Costs from one EP cannot be recouped from the earnings of a different EP.

3.8. Transparency: The Label shall provide a detailed line-item report of costs and recoupment status with every statement.

3.9. Accounting and Payment Schedule:

- **a. Statements (Quarterly):** The Label shall render detailed accounting statements to the Artist on a **Quarterly** basis (within 60 days following the end of each calendar quarter: March 31, June 30, September 30, and December 31). These statements will detail all Gross Revenue, Direct Release Costs, and Net Profit calculations for the applicable period.
- **b. Royalty Payments (Semi-Annually):** Actual payment of accrued royalties shall be made on a **Semi-Annual** basis (September 1st and March 1st). **Payments shall only be issued if the cumulative balance due exceeds \$25 USD. Balances under this threshold**

shall roll over to the next accounting period.

3.10. Payment Methods: The Label is willing to remit revenue payments through multiple means to accommodate the Artist's specific location and banking infrastructure. The Artist must designate one primary payment method that is operationally accessible to the Label from the United States. Accepted methods include **Cash App, PayPal, or Bitcoin**. It is the Artist's responsibility to select a method that functions within their local jurisdiction. **If none of the listed options are viable for the Artist due to geographic or regulatory restrictions, the Label agrees to work in good faith with the Artist to explore and implement an alternative, mutually accessible payment solution.**

- **Bitcoin Specifics:** If the Artist elects to receive payment via Bitcoin, the Artist acknowledges and agrees that: (i) they are solely responsible for all applicable taxes associated with the receipt of cryptocurrency; (ii) the Bitcoin amount sent shall be calculated based on the market value at the exact time of the transaction, and the Label is not responsible for subsequent market volatility; and (iii) if transaction fees (network/gas fees) exceed **\$10 USD**, such fees shall be deducted from the Artist's royalty balance.

3.11. Audit Rights: Once per calendar year, with at least thirty (30) days' written notice, the Artist may hire a certified public accountant (CPA) to examine the Label's books and records regarding the Artist's account. This audit shall be conducted at the Label's principal place of business (or digitally if agreed) during normal business hours and shall be at the Artist's sole expense, unless an underpayment of more than 10% is discovered, in which case the Label shall reimburse the reasonable cost of the audit.

IV. Promotion and Live Performance

4.1. Distribution & No Guarantees: Distribution shall be managed via **Too Lost** or an equivalent aggregator. The Artist acknowledges that the music industry is highly speculative. **The Label explicitly does NOT guarantee any specific level of commercial success, minimum stream counts, revenue generation, chart positioning, or specific algorithmic/editorial playlist placements.**

4.2. Promotion:

- **a. Label Commitment:** The Label commits to executing a promotional campaign for each release. While the exact frequency of social media content remains at the Label's strategic discretion, the Label agrees to contribute financial resources toward an advertising budget for targeted digital marketing alongside organic promotion and playlist pitching. **To protect the Artist from unapproved recoupable debt, the Label shall not incur recoupable digital advertising expenses exceeding \$300 USD per release without the Artist's prior written consent.**
- **b. Artist Commitment:** The Artist agrees to actively promote the Masters through their personal social media channels as follows:
 1. **Self-Promotion:** The Artist shall post about or promote their own active release at least **once per week** during the active promotional window (defined as the period 4

weeks prior to and 4 weeks following the release date).

2. **Cross-Promotion:** To support the collective growth of the Label's roster, the Artist agrees to share or promote major releases (Albums/EPs) from other Label artists **on the day of their release**.
3. **Ad Access:** The Artist agrees to provide necessary 'whitelisting' or advertiser access to their social media accounts (e.g., Facebook/Instagram Business Manager) upon Label request solely for the purpose of running paid advertisements for the Masters.

4.3. Live Support: For Label-supported shows or promotional events outside the Artist's home city, the Label agrees to cover 100% of reasonable travel and accommodation expenses **only if** the following conditions are met:

- a. The travel or performance was **explicitly requested or booked by the Label**; AND
- b. The Artist demonstrates a financial inability to cover these costs personally.
- **Pre-Travel Agreement:** Prior to any booking, the Label and Artist shall research and agree upon a specific budget for travel and accommodations. This budget must be approved in writing by the Label before any costs are incurred.
- **Label Approval:** The Label retains the sole right to approve or reject any travel expense request based on this pre-agreed budget. The Label may deny coverage for expenses it deems unreasonable, excessive, or not aligned with the Label's strategic vision. Approved travel costs covered by the Label under this section shall **NOT** be recoupable from the Artist's royalties.

V. Termination and Buyout

5.1. Standard Breach (Cure Period): For general material breaches of this Agreement (e.g., failure to deliver assets on time, failure to pay royalties), the non-breaching party must provide written notice. The breaching party shall have **ninety (90) days** to cure such breach before the Agreement may be terminated.

5.2. Severe Misconduct (Immediate Termination): Notwithstanding the above, the Label reserves the right to **immediately terminate** this Agreement without a cure period if the Artist engages in "Severe Misconduct." Severe Misconduct includes, but is not limited to: public hate speech, racism, doxxing, credible threats of violence, or any other illegal or egregious behavior that causes material reputational damage to the Label.

- **a. Consequences of Termination for Misconduct:** In the event of termination for Severe Misconduct, the following consequences shall apply:
 1. **Withholding and Offset:** The Label shall have the right to **withhold and offset** any current (accrued but unpaid) and future royalties otherwise payable to the Artist against any damages, costs, legal fees, or liabilities incurred by the Label as a result of the Artist's misconduct. If the damages exceed the Artist's royalty balance, the Label reserves the right to pursue the Artist for the remaining difference.
 2. **Takedown Rights:** The Label reserves the right, at its sole discretion, to immediately initiate a takedown of the Artist's Masters from all digital platforms and cease the

distribution of physical stock.

3. **Legal Remedies:** The Label reserves the right to seek legal remedies to recoup all unrecovered Direct Release Costs and to seek damages for reputational harm caused by the Artist's actions.

5.3. Breach of Exclusivity: Any release of music, music videos, or album artwork by the Artist through any third party or independently during the Term without the Label's express written consent shall be considered a material breach of Section 2.5, constituting an incurable material breach that exempts this section from the cure period outlined in Section 5.1 and results in immediate termination rights for the Label.

- **a. Consequences of Non-Exclusivity:** In the event the Label terminates this Agreement due to a Breach of Exclusivity, the Label shall have the right to **withhold and offset** any current and future royalties otherwise payable to the Artist against damages and lost profits incurred by the Label due to the breach. The Label shall retain full control over the delivered Masters and reserves the sole right to either maintain the release with the distributor (renew) or initiate a takedown.

5.4. Post-Term Rights (The 12-Month Window): Upon the expiration of the Term, the Label retains the distribution rights for each Master for the **12-month period** following its release date to allow for cost recoupment. After this 12-month period, rights revert to the Artist.

- **a. High-Investment Exception (Cumulative):** In the event that the **Cumulative Direct Investment** (defined as the total sum of Direct Release Costs for all Masters plus all physical Merchandise manufacturing costs incurred during the Term) exceeds **\$1,000 USD**, and the Artist does not exercise the Buyout Option (5.5), the Label reserves the right to extend the retention of rights for **all Masters and Merchandise** released under this Agreement. **This extension shall ONLY apply if the costs contributing to the cumulative total exceeding the \$1,000 threshold were explicitly requested or approved in writing by the Artist.** This extension shall last until the **earlier of:**
 1. **Twenty-four (24) months** following the commercial release date of the applicable Master; OR
 2. The date on which the Label has realized Gross Revenues equal to **150% of the Cumulative Direct Investment** (Full Recoupment + 50% Profit).
 - **Continued Royalty Payments:** During this extended retention period, the Label shall continue to pay the Artist their applicable share of Net Profits (including the **50% split** on physical sales and **65% split** on digital income) as defined in Section III. The extension of rights does **not** suspend the Label's obligation to pay royalties.
 - **Extended Promotional Obligation:** In the event this High-Investment Exception is triggered and the Artist does not exercise the Buyout Option, the Artist agrees to continue promoting the applicable Master(s) and/or Merchandise on a regular basis (consistent with the frequency outlined in Section 4.2) throughout the extended retention period until the applicable threshold is met.
- **b. Merchandise Investment:** Similarly, costs related to physical merchandise manufacturing shall only trigger the High-Investment Exception if the Artist explicitly

requested the merchandise run in writing. Unrequested merchandise costs incurred by the Label shall not be used to extend the licensing term for the Master Recordings.

- **c. Sell-Off Period:** Upon the expiration of the License Period or any reversion of rights, the Label shall have a non-exclusive period of **six (6) months** to sell off any remaining physical inventory of the Masters **and Merchandise**. The Label shall not manufacture new units during this period. **Upon expiration of this 6-month period, the Label may either offer to sell the remaining physical inventory to the Artist at manufacturing cost or permanently destroy/recycle the remaining units.**

5.5. Buyout Option: At any time after the Term, or to accelerate the reversion of rights before the 12-month (or extended) period expires, the Artist may elect to **"Buy Out"** the Label's remaining rights to a Master.

- **Buyout Price:** The Buyout Price shall be equal to the **Unrecouped Direct Release Costs** associated with that Master, **PLUS a flat Administrative Fee of 20%** of those costs.
- **Note:** This 20% fee compensates the Label for the time, labor, and brand value invested in the project that is not captured by direct expenses.

VI. Merchandise Rights

6.1. Ownership: Artist retains ownership of Name and Likeness.

6.2. Label Option & Approval: The Label may manufacture Artist-specific merch (split 50/50 Net Profits). However, **any design utilizing the Artist's name, logo, or likeness must be submitted to the Artist for Written Approval** prior to manufacturing. If the Artist does not provide a written objection within five (5) business days of receipt of the design, approval shall be deemed granted.

VII. Governing Law and Dispute Resolution

7.1. Governing Law: This Agreement shall be governed by the laws of the **State of Tennessee**.

7.2. Dispute Resolution: In the event of any dispute, claim, or disagreement arising out of or relating to this Agreement, the parties agree to first attempt to resolve the matter in good faith through informal negotiations. If the dispute cannot be resolved informally, the parties may explore alternative dispute resolution methods, such as mediation, before resorting to formal legal action. The Label and the Artist agree to prioritize cost-effective and remote resolution methods whenever mutually agreeable to avoid undue financial burden on either party. **If formal legal action is required, the Artist explicitly agrees that any lawsuit or legal proceeding must be filed exclusively in the state or federal courts located in Tennessee.**

VIII. General Provisions

8.1. Notices: All notices required under this Agreement contract shall be in writing and shall be deemed effective upon receipt. Delivery via **the Label's official web portal (<https://wiltingflesh.org/>) or via email** to the addresses provided by the parties upon signing

shall constitute valid written notice. Both parties agree to promptly notify the other of any change in contact routing.

8.2. Force Majeure: Neither party shall be liable for any failure or delay in performance under this Agreement (other than the payment of money) to the extent said failures or delays are proximately caused by acts of God, government restrictions, wars, insurrections, natural disasters, pandemics, or internet/technical infrastructure failures beyond the reasonable control of the party ("Force Majeure Event").

8.3. Entire Agreement and Prior Contracts: This Agreement constitutes the entire understanding between the parties regarding the subject matter herein. If the Artist has previously entered into any other recording or licensing agreements with the Label, the execution of this document shall fully supersede, replace, and invalidate those prior agreements. Specifically, the Term length, minimum commitments, and all other conditions outlined in this Agreement shall govern the relationship between the parties moving forward, thereby nullifying any previous terms or obligations.

IX. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

For The Label (Wilting Flesh Records, LLC):

Co-Founder 1:

_____ Date: ____

Systematic Doses

Authorized Signatory

Co-Founder 2:

_____ Date: ____

CROSS † COFFIN

Authorized Signatory

For The Artist:

Artist:

_____ Date: ____

ArtistLegalName

Artist / Authorized Signatory