

# Remixer Agreement Fact Sheet

## What is a Remixer Contract

A remixer contract states the rules on how a remixer must remix a specific song (or group of songs).

## Why do you need a Remixer Contract

The remixer contract allows both the label and the remixer to know exactly what is required of them. It details all the conditions of the remix, including how, when and for how much a remixer is to remix specific songs. A remixer contract will minimise the potential for conflict.

## When would you use a Remixer Contract

Labels often release remixes of songs to generate more promotion and publicity for an artist. Often songs are remixed into different genres to extend the artist's appeal to a greater audience. From another angle, a new remix of an older song can give that artist a new life in a new scene. Labels will usually hire well known producers, DJs or musicians to mix, remix and mashup the original song with other musical elements. The label enters into a "remixer contract" to ensure the label gets a quality remix that is delivered on time. On the other hand, a remixer will want to enter into a remixer contract to ensure that they are adequately paid and receive appropriate acknowledgement for their services.

## How to use this Fact Sheet and included Checklist

Included with this fact sheet is a checklist of many of the issues you and your band members should agree on. The checklist will give you a quick idea of the key terms of a contract whilst this fact sheet provides added details on key clauses. For ease of reference, all clause numbers used in the Checklist will be mirrored in this Fact Sheet.

By referring to both these resources, we believe that you will be in a position to better decide whether or not to sign on that dotted line, and how better to negotiate getting there!

## Key Terms of a Remixer Agreement

### Clause 3 Project And Services

#### Services

The contract must state what the remixer must do for the label. The remixer will usually ensure that their services are non-exclusive. This prevents the remixer from being forced to only remix for one label and will allow them to work for other labels and other projects at the same time and into the future.

### Clause 4 Remix Process

#### Remixer Warranty

Whenever anybody uses a sample in their recordings, they must get the consent of the sample owner. Labels usually require that the remixer sign a warranty saying they have had all clearances and consents to use any samples from the owners of those samples. This clause protects the label, as it states that any uncleared samples are the sole and express responsibility of the remixer. This also ensures that the remixer will not use samples without the authorisation of the relevant copyright holders.

#### Acceptance and Rejection

A remixer must deliver the remix to the label and the label must accept the remix before the remixer has fulfilled the terms of the contract. If the label doesn't like the remix, the remixer may remain bound to the contract until they deliver a remix that is acceptable, if such provisions were laid out in the terms of the contract.

The acceptance test is very subjective and could ultimately stop the remixer from completing the contract (that is, if the label never accepts any of their finished songs). To prevent this, the remixer usually requires that the test be based on a few measurable elements eg. that the song is made in accordance with industry technical standards or is in line with the specific remixer's previous work.

### Clause 5 Remixer Fees And Royalties And Credit

#### Remixer Fee

One of the key intentions of the remixer contract is that it states how much the remixer will be paid for remixing the song. Labels will usually try to split up the payment of the fee to ensure that they get a quality remix from the remixer. The usual split would be to pay the remixer 50% of the fee on signing of the contract and the remaining 50% once the label accepts the remix delivered by the remixer.

#### Royalty Split

In some circumstances, labels may give the remixer royalties from sales of the remixed songs.

Remixers must note that they will not be paid any income from the sale of the songs until the label recovers all of its recording/artist costs. If you need further information on how royalties work in these circumstances please refer to the royalty section of our fact sheet titled 'producer agreement'.

### *Production Costs*

In some cases, the label will state that the remix fee is inclusive of all remixing/ recording/ production/ sample costs. In other words, this clause states that all costs associated with making the remix must be paid for by the remixer.

### *Accounting*

Labels may pay the remixer their royalties directly or they may nominate that the artist pays the remixer from the artist royalties they receive. It is safer and more transparent for remixers to insist that the label pays them – this will ensure proper accounting statements are received and their royalties will be fixed, and less susceptible to the variables of royalty payments.

### **Clause 6 Copyright And Stem File Ownership**

Remixers own the copyright in the sound recording they create. Keep in mind that they do not own any copyright in the original (unremixed) recording.

Allowing the label to use, sell and promote the remix, the remixer will be required to transfer their rights in the recording to the label. This also includes each track whether it be as a WAV file, pro tools session, or on tape (known as stem files).