

# PBJ Records — Artist Membership Agreement

This Agreement (“Agreement”) is between PBJ Records / PBJStudios operated by **ProdByJo** (Joseph Leslie Leon) (“PBJ”) and the undersigned Artist (“Artist”). By enrolling in PBJ Records, Artist agrees to the terms below.

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## 1) Services Included (one release per billing period)

While enrolled, PBJ will provide for one (1) song per billing period:

- **Custom Beat:** crafted to Artist’s direction by PBJ or a PBJ-approved producer.
- **Mixing & Mastering:** industry-standard final master (WAV/MP3).
- **Distribution:** PBJ will distribute the song to major DSPs under PBJ’s label account.
- **Promotion:** best-efforts social promotion across PBJ channels (TikTok/IG/YouTube Shorts).
- **Member Discount:** 50% off PBJ Studios services while actively enrolled (non-stackable; ends upon cancellation).

Additional songs in a billing period are outside scope and require a separate order.

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## 2) Membership Options & Billing

- **Option A — Prepaid:** \$297 for 3 months (advertised as “\$99/mo when prepaid”).
- **Option B — Monthly:** \$120/month.

After each prepaid 3-month term, Artist may (i) renew another 3 months for \$297, or (ii) switch to \$120 monthly.

Monthly members may switch to the \$297/3-month option at any time (next cycle forward).

Charges are due in advance; no refunds for elapsed periods.  
Non-payment pauses services and may trigger takedown under §6.

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### 3) Creative Process & Revisions

- **Beat:** up to two (2) production revisions per song.
- **Mix/Master:** one (1) revision per song.

Additional revisions or scope changes may be billed separately.

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### 4) Ownership; Producer Rights; Label Appointment (During Membership)

- **Masters:** Artist owns the master of each release.
- **Beats/Composition:** PBJ (or PBJ-approved producer) retains 100% ownership in the underlying beat/composition.
- **Label/Distributor:** Artist appoints PBJ as the exclusive distributor for the release while enrolled; no duplicate uploads through other distributors during enrollment.

Producer Royalties (during & after): See §§7–8.

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### 5) Credits (All Releases)

Artist will credit:

- **Producer:** ProdByJo (Joseph Leslie Leon)
- **Label:** PBJ Records
- **Mixer/Mastering Engineer:** Joseph Leslie Leon (if PBJ provided)

**Distributor metadata (where fields exist):**

- **Producer:** Joseph Leslie Leon

- Mixer: Joseph Leslie Leon (if applicable)
- Mastering Engineer: Joseph Leslie Leon (if applicable)

If character limits prevent dual naming, at minimum enter “Joseph Leslie Leon” and include “ProdByJo” in description/extra-credits.

Failure to correct credits within 10 days after written notice is a material breach and may require metadata updates and public corrections.

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## 6) Distribution; Takedown on Exit

Songs released under PBJ remain live only while membership is active.

Upon cancellation or non-payment:

- PBJ may cease promotion immediately and remove PBJ-distributed releases from DSPs after the current paid term (with up to a 30-day grace at PBJ's discretion).
- PBJ will provide final master files on request so Artist can re-upload independently (may require new UPC/ISRC or catalog transfer).

This takedown policy ensures capacity for active members.

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## 7) Royalty Split — While Artist Is Enrolled

**Net Receipts Definition:** amounts actually received by PBJ from DSPs, less only non-recoupable distributor fees, payment processor fees, and transaction taxes.

**Split:** Artist 90% / PBJ 10% of Net Receipts per release.

**Accounting:** PBJ will provide statements/payouts on a commercially reasonable cycle tied to distributor reporting.

(This 10% during-term label share is separate from Producer/Mechanical participation described in §8.)

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## 8) Continuing Rights After Leaving (PBJ Producer/Mechanical)

For any song created under this Agreement that uses a PBJ-provided beat/composition:

- **Perpetual participation after exit** (applies even if Artist re-uploads independently):
  - 10% Producer/Master Royalty
  - 10% Mechanical/Composition Royalty
- Combined ongoing participation: **20% of revenue attributable to the sound recording and composition exploitation of that song.**

### Scope & Limits

- Applies only to songs produced/created with PBJ under this Agreement.
- Does not apply to Artist's unrelated works.

### Audit & Reporting

- Royalty flows via distributor/publisher splits, or, if unavailable, Artist will account and pay quarterly within 30 days after each calendar quarter.
- Late amounts accrue interest at 1.5%/month (or the legal max, if lower).
- PBJ may audit relevant records once per year with reasonable notice.
- **Artist must also provide distributor statements upon request.**
- Underpayment >10% must be corrected plus audit costs.

No "buyout" is required to leave PBJ. If Artist requests PBJ to remove a track, PBJ will remove it per §6; the ongoing 20% participation survives.

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## 9) Content ID / Duplicate Uploads / Sample Use

- **Content ID:** No registration of the instrumental or the PBJ release without PBJ's written consent/whitelisting.

- **No duplicates:** While enrolled, Artist will not distribute duplicate versions of the same release via other aggregators.
  - **Samples:** Artist is responsible for obtaining clearances for any third-party samples unless PBJ expressly agrees to handle clearance.
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## **10) Community & Conduct**

Artist will follow PBJ's reasonable community/brand standards. Harassment, hate speech, fraudulent activity, or attempts to circumvent payment or splits are grounds for suspension or termination.

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## **11) Promotion Disclaimer**

Promotion is best-efforts only. PBJ does not guarantee streams, followers, sales, placements, or revenue outcomes.

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## **12) Term; Cancellation**

Membership begins on enrollment/first payment and auto-renews per the chosen option (§2).

Artist may cancel effective at the end of the current paid term. Services/discounts end on cancellation; takedown under §6 applies.

PBJ may terminate for material breach with written notice and a 10-day cure window where curable.

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## **13) Credits & Publicity Rights**

PBJ may identify Artist and the releases in portfolios, metadata, credit reels, and social posts. PBJ will not use Artist's likeness in paid ads without consent.

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## **14) Warranties; Indemnity**

- PBJ warrants that PBJ-provided beats are original and do not knowingly infringe third-party rights.
  - Artist warrants they have rights to all Artist-provided materials (vocals, lyrics, samples, artwork).
  - Each party will indemnify the other for losses arising from its own breach or misrepresentations.
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## **15) Miscellaneous**

- Independent parties; no partnership or employment created.
  - No assignment by Artist without PBJ's written consent.
  - **This Agreement shall be binding upon successors and assigns.**
  - Entire Agreement; amendments must be in writing (email acceptable if expressly acknowledged).
  - Severability; waiver must be in writing.
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## **16) Confidentiality**

Both parties agree not to disclose the financial or contractual terms of this Agreement to third parties, except as required by law or for royalty administration.

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## **17) Dispute Resolution**

In the event of a dispute arising out of or relating to this Agreement, the parties agree to first attempt resolution through good-faith mediation. If mediation does not resolve the dispute, the matter shall be submitted to binding arbitration in the State of Georgia under the rules of the American Arbitration Association. All costs of mediation and arbitration shall be borne by the Artist. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

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## **18) Governing Law**

This Agreement is governed by the laws of the State of Georgia, United States.  
By enrolling in PBJ Records, Artist agrees to these terms.