

# Mix & Master Service Agreement

This Service Agreement (“Agreement”) is made between **ProdByJo** (“Engineer”) and the client (“Artist”) upon purchase of mixing and/or mastering services (the “Services”).

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## 1. Scope of Services

- Professional mix of provided stems.
  - Master of the final mix to industry standards.
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## 2. Ownership & Credits

- All rights in the Tracks remain with Artist; Services are **work-for-hire** — no royalties, copyright, or publishing claims by Engineer.
  - **Credits (required):** Public credit as “**ProdByJo (Joseph Leslie Leon)**”.
  - **Distributor metadata (where fields exist):**
    - Mixer: Joseph Leslie Leon
    - Mastering Engineer: Joseph Leslie Leon
  - If Artist requests reduced public promotion, Engineer may still list credit in private CVs/credit lists.
  - **Failure to provide proper credit after written notice and a 10-day cure period constitutes a material breach.** Engineer may require metadata corrections and public acknowledgment updates.
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## 3. Fees & Payment

- Flat fee as listed at purchase.
  - **Payment in full is required before Services begin.**
  - All fees are **non-refundable**.
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#### 4. Revisions

- One (1) revision included.
  - Additional revisions \$50 each, prepaid.
  - A **revision** is defined as adjustments to the existing mix/master. Any major changes (e.g., adding/replacing stems, new arrangement) constitute a **new service order**.
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#### 5. Deliverables & Client Responsibilities

- Delivery of WAV/MP3 masters within the mutually agreed timeline.
  - Artist must provide **organized stems, tempo/BPM/key, sample rate/bit depth, and reference tracks**.
  - Engineer is not responsible for delays caused by late or incomplete materials.
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#### 6. Storage & Backups

- Engineer may retain session files/backups for up to **30 days** after final delivery.
  - Long-term archiving is not guaranteed.
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#### 7. Limitations

- Engineer provides Services to the best of their professional ability but cannot guarantee specific commercial results (e.g., placements, streams, charts).
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## **8. Termination**

- If Artist breaches this Agreement (e.g., fails to pay, refuses to provide proper credits), Engineer may withhold delivery until cured.
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## **9. Dispute Resolution**

### **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 Licensee/Client/Member. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

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## **10. Governing Law**

This Agreement is governed by the laws of the **State of Georgia, United States**.

**By downloading or purchasing the Beat, Licensee agrees to these terms.**