

Terms of Service

Thank you so much for visiting my page, and if you've already placed an order, I look forward to working with you!

This document covers a few topics which generally stump even the most veteran of music industry professionals: **songwriting credit**, **publishing**, **master use**, and **copyright**. These can be intimidating topics, so I welcome open dialogue about them. Please feel free to ask me about any of my policies to follow. I strongly encourage you to independently research these subjects. I am happy to work with you directly to approve the deals described within this document, but it would alternately be appropriate to involve an entertainment lawyer.

Some of the services I offer include songwriting mentorship and/or collaboration. The parts of songwriting, in general terms and for the purpose of this document are: lyrics, melody and chords. It is typical for a producer to claim **songwriting credit** if they contribute significantly to any of these parts of the song. When a relatively complete song is brought to my studio, I leave it up to the artist to decide whether giving me songwriting credit is appropriate. If our collaboration results in songwriting credit for me, then we will decide on a split of the songwriter's share of **publishing**. If we sit together and write a song from scratch, that would result in 50% ownership of the publishing for me.

Regardless of songwriting credit, I reserve the right to collect up to 20% of the net publishing paid to the artist, based on my contributions to part-creation and other production elements which become integral to the composition and/or master recording. I define net publishing as monies received by the artist after all expenses related to the recording, releasing and promoting of the song have been recouped. Please contact me with any questions about this policy.

For songs or hooks I write on my own, I will own and collect the entire songwriter's share of publishing.

The public credit and the rights to the songwriter's share that I own can be released for a fee (ghost writing or ghost producing). Please contact me for rates.

It is typical for a producer to participate in **master use** fees, which includes synchronized uses of the song (eg. placements on film, television and web), streaming (Spotify, Apple Music, Amazon Music, YouTube), digital sales (iTunes, Bandcamp) and physical sales (CDs, cassettes, vinyl). Many sources will refer to this split as "points on the master", and a common example is 4 or 5 points. Those sources might go into more detail than I will here; suffice it to say that 4 or 5 points on the master means 20-25% of master use revenue. Based on the rates I'm offering, the default for any orders will be 20%, or 4 points on the master, unless other arrangements are made and contracted separately. I am also willing to release part or all of this percentage for a fee; contact me to discuss.

My ownership of the **copyright** will depend on whether or not I have been granted songwriting credit. Songwriting credit for me would result in a joint ownership of the Musical Works copyright. By default, we will share joint ownership of the Sound Recording copyright. I am also willing to release my ownership of either side of the copyright; contact me to discuss.

For any order, you are purchasing exclusive and unrestricted rights of use to release the recording commercially however best suits your needs. **Please credit all releases with "VAIT Creative"**.

Definitions

My definitions for **song length**, number of **instruments** and **revisions**, **commercial use**, **stems**, and **gig extras**. Those are:

Song length in seconds; so 210 seconds being 3.5 minutes of recorded music.

Number of Instruments is the total number of tracks that are *not* a lead vocal; so 5 tracks could be 00) Your Vocal, 01) Acoustic Guitar, 02) Electric Bass, 03) Drum Beat or Sample Loop, 04) Rhodes 05) VST or analog synthesizer (yes I do play all of those instruments, and more! See my Gear and Instruments list.) “Unlimited Instruments” means that I will add as many tracks or ideas to your recording as serve the arrangement and composition, which will be decided mutually. Please contact me if you need more than a home studio production (eg. a vocalist, live drummer or a string ensemble or horns. I have those services available, but they are not included by default in any of my Gigs.)

Revisions are any edits made to my work after I have presented it to you. Free revisions, if included in your order, include minor changes to existing work; e.g. swapping out MIDI instruments to find the right sound, or changing the pattern of the kick drum. I will correct any technical mistakes I have made, always with no charge. I am happy to provide revisions beyond the number included in your order; they will be charged at \$75 per revision or \$125 per hour. Exclusions from free revisions include but are not limited to:

- Additional/alternate parts beyond what I have provided
- Extending the agreed-upon song arrangement
- Key and tempo changes after they have been approved
- Sending me “redo” takes after I have edited the performances you have submitted to me
- Changing your mind mid-project about the direction of a specific track or entire order

Please reach out to me if you have any questions about my revision policy.

Commercial use is the right to use or release material purchased from me through a gig in ways such as digital distribution (Service like Distrokid or Tunecore, which supply sound recordings to vendors like Spotify, iTunes and TikTok), physical sales (CDs, vinyl, cassette), and other public platforms. My answer to any service purchased is: Yes; commercial use is allowed without reservation. Credit should be discussed before setting a release date for your recording. Copyright is different than commercial use; see page 1 for more information.

Stems (otherwise referred to as a Multitrack) are individual exported tracks of the audio files which comprise a production or sound recording (eg. isolated WAV file of the lead vocal, backing vocals, samples, individual guitars, keyboards and other instruments).

Gig extras are items like Mixing and Mastering, which are not included in most of my gigs. For any purchase, you will receive a rough mix. Mixing and Mastering services can be purchased as gig extras for most of my packages.

Non-refundable deposit: All orders are subject to a 50% non-refundable deposit. I am confident that most issues can be resolved with a bit of communication and compromise, but if we reach a point where you feel the work does not satisfy the needs which you expressed when placing your order, we can discuss cancelling your order for a partial refund, and the work I've done will be released from any use license.

Studio Gear & Instruments

Recording DAWs and Interfaces:

Pro Tools Ultimate
Logic Pro X

Universal Audio Apollo Twin
Mackie 1604 VLZ mixing console
64-key and 49 key MIDI controllers
Beyerdynamic DT 770 Pro 80 ohm
headphones
Audio Technica ATH-50x headphones
Sennheiser 6xx headphones

Microphones:

Townsend Labs Sphere L22
Shure SM7B
Electro-Voice RE20
Shure SM57

Guitar and Bass:

Taylor 314 acoustic guitar
Silvertone parlor acoustic guitar
Fender Stratocaster
Fender Telecaster
Yamaha Bb414 Electric Bass
Fender Deluxe Reverb amplifier
Supro suitcase amplifier

Synthesizers and Horns:

Moog Little Phatty
Juno 106
Alto Saxophone
Tenor Saxophone
Flute
Clarinet

Guitar Pedals:

Ibanez tube screamer
TC Electronic Nova Delay
Boss CE-2 Chorus
Micro POG
Handmade Plexi Drive
Handmade Superbolt Overdrive
Handmade Mini Mega Overdrive

Plug-ins and Software Synths:

Omnisphere
Keyscape
Trilian
Serato Sample
Serum
Acoustic Samples B5 Organ
Plugin Alliance MEGA bundle
Slate Digital All-Access
Antares Auto-Tune effects
Eventide
Ceremony Melodyne Editor
Universal Audio
Fabfilter
Soundtoys
Valhalla DSP
Goodhertz
oeksound Soothe2 and Spiff
Waves
Softube
SSL
Wavesfactory

Contact me for a virtual tour of my studio!