

BLACK SAND STUDIO STUDIO PARTICIPATION AGREEMENT

This Studio Participation Agreement (“Agreement”) is entered into between **Black Sand Studio / Black Sand Brewery** (“the Company”) and the undersigned artist, band, or authorised representative (“Artist”). By signing this Agreement, the Artist agrees to the following terms.

1. Purpose

This Agreement governs all audio recordings, audiovisual recordings, live session recordings, performances, interviews, photographs, and related content created, recorded, or captured within Black Sand Studio or Black Sand Brewery, whether during studio sessions, live performances, rehearsals, or promotional activities.

2. Intellectual Property & Ownership

All audio recordings, audiovisual recordings, live session recordings, performances, interviews, photographs, and related content created, recorded, or captured within Black Sand Studio or Black Sand Brewery (collectively, the “Content”) shall be owned exclusively by the Company, unless otherwise expressly agreed in writing. The Artist irrevocably grants the Company the perpetual, worldwide, transferable, royalty-free right to use, reproduce, distribute, publicly perform, communicate to the public, display, edit, adapt, synchronise, monetise, archive, and otherwise exploit the Content, in whole or in part, across all current and future media formats and platforms, including but not limited to YouTube, social media platforms, streaming services, broadcast, and digital distribution platforms. Ownership of the Content includes all master recording rights embodied in such recordings.

3. Artist Rights (Underlying Works)

The Artist retains full ownership of their underlying musical compositions, lyrics, and songwriting copyrights, provided such works are not created as commissioned works for the Company, unless otherwise agreed in writing. Nothing in this Agreement shall be deemed to transfer ownership of the Artist’s publishing rights or underlying musical works to the Company.

4. Name, Image & Likeness

The Artist grants the Company the perpetual, worldwide, royalty-free right to use the Artist’s name, image, likeness, voice, performance, and biographical material in connection with the Content for promotional, marketing, editorial, documentary, archival, and commercial purposes across all media and platforms, including thumbnails, titles, metadata, descriptions, captions, and advertisements.

5. Monetisation, Distribution & Revenue

The Company may monetise the Content through advertising revenue, platform monetisation programs (including the YouTube Partner Program), sponsorships, brand integrations, distribution services, licensing, or other commercial means. Any revenue sharing or royalty participation shall apply only if expressly agreed in writing in advance. No revenue participation is implied under this Agreement.

6. Credits

Where commercially reasonable and practicable, the Company will credit the Artist in connection with the Content on relevant platforms.

7. Session Releases

This Agreement applies to all current and future sessions conducted by the Artist at Black Sand Studio or Black Sand Brewery. Each recording session, live performance, or filmed appearance may require confirmation via a short session or performance release, which shall form part of this Agreement.

8. Platform Claims, Content ID & Disputes

The Artist agrees not to assert, or authorise any third party to assert, copyright claims, Content ID claims, takedown notices, or monetisation claims against the Company's use of the Content on any platform, including YouTube, except where expressly permitted under a separate written agreement. The Artist agrees to cooperate in good faith to resolve any platform disputes.

9. Term & Survival

This Agreement shall remain in effect indefinitely. Termination shall not affect the Company's ownership of, or rights to continue using, exploiting, monetising, and distributing Content created prior to termination.

10. International Use & Governing Law

The Artist acknowledges that the Content may be distributed and accessed internationally. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Indonesia.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties relating to the subject matter herein and supersedes all prior discussions or agreements, whether oral or written. Any amendments must be made in writing and signed by both parties.

12. Acceptance

If the Artist does not agree to these terms, recording, filming, or participation will not proceed.

ARTIST INFORMATION

Artist / Band Name: _____

Representative Name (if applicable): _____

Email Address: _____

SIGNATURE

Artist Signature: _____

Date: _____