**CHAPTER 1 – THE RECORD BUSINESS**

Recording is the lifeblood of the jazz artist's career. Whether this needs to be the case is debatable, but our concern here is more about what *is* and what *can be* rather than what *should* be. And unquestionably, recording is at the center of nearly every jazz artist's career plan, whether well conceived or flying by the seat of the pants. In fact, the desire to record is such a given notion that artists and managers often lose sight of what recording actually means.

Recordings are the living legacy of the artist for as long as playback devices will exist. They are the only permanent record of an artist's expression, whether they ultimately prove to be influential, lasting or obscure. Nothing can be more important to the musician's artistic soul than their music. That which will live on after them should represent the highest level of their creativity and artistry. But the standard business approach of jazz artists is to view this most important element as a simple commodity to trade for career opportunities and some income.

When planning finances, notions of pimping the wife, making your children work in factories or selling off body parts are not up for consideration, but since the earliest days of jazz, musicians have been giving away their music. Yes, giving it away; i.e., not being paid for it.

Let's look at what a recording deal *really* is, as defined by the standard label contract and with the perspective of any similar financial transaction in the normal world of business.

A record deal is the securing of a loan by an artist, the collateral being the relinquishing of the perpetual rights to ownership of *all* of the music recorded through the use of the loan. After that loan is paid back with anywhere from 400 to 1000% interest, the artist will then receive somewhere between 4 and 8% of the future income derived from that product. And that's assuming that the company properly observes every contractual right of the artist *and* keeps everything fair and above board. Oh, and by the way, the collateral is forfeited regardless of whatever happens.

Quite a deal isn't it? No wonder musicians are so anxious to get one. If a deal like that was put on the table when buying a car, a house, or even dinner in a restaurant, no one in their right mind would go for it. So why has this deal been the *only* option for three-quarters of a century?

*Distribution*, plain and simple. Control the distribution of product and you control everything that product represents, whether it's detergent or the finest art.

This is no mystery. Everybody in the jazz business knows it – from the independent artists and small labels that *are looking for it*, to the major labels whose corporate entities *control it*. The funders who could change this condition know it, as do the "jazz advocates" who should demand that they do something about it. So why doesn't it change? If that's still not clear at this point, please go back and *really* read *Part I – Chapter 2.*

Let's not waste time dwelling on this fact, but rather consider this most important development: *technology offers an entirely new playing field* – as long as we're willing to throw out the minimal payoffs, placebo benefits and empty promises that are at the core of virtually every record deal big or small, and reassess the overall situation.

Undeniably, recordings are not only a viable source of direct income, but also play an extremely vital role in the exposure needed for live performance, touring and every other paying opportunity for artistic expression. There are so many more productive ways of facilitating this than simply tossing it into the hands of a record company and hoping that they'll actually do the job.

Technology has not only diminished the costs of high quality recording, but has also provided a most valuable opportunity to market and distribute product through the Internet. And even more importantly, the Internet is empowering the artist to take a pro-active approach toward greater visibility and audience expansion without the personal discomfort that other forms of self-promotion can create. In *Part IV*, we'll take a detailed look at many different options for utilizing product in career development and the creation of opportunities. And most of it equally applies to product that is created and distributed through the standard industry methods.

For those who choose to follow this well-trodden path, the information in *this* chapter should be most useful in helping you understand the real mechanisms at work. The way to best exploit the potential that a record deal can bring is to develop a plan that realistically assesses exactly what a record company *can* and *will* provide within the context of its own self-interests. For those of you who may have already gone through the experience and are not sure exactly what went wrong, the following should help you understand.

This chapter is divided into three parts:

**A. The Labels**

**B. The Mechanisms** (Contracts are covered in Chapter 3 of *Part III*)

**C. The Cast of Characters**

We'll start by looking at the various types of labels and other recording options that are available. I can't offer any information as to which specific labels offer better deals, more reliable services, or more favorable treatment. With the exception of the postscript to this chapter (p 154), any mention of a specific label will be for clarification only and nothing about their individual characteristics is implied. This is dependent upon the individual in charge and can be altered completely by a simple career move or the sale of a label to another entity.