

# Dissecting a music contract: Will ‘commercially acceptable’ songs trap the artist?



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If an independent artist ever needed proof that he or she could add variety to sell an album, J. Cole’s “2014 Forest Hills Drive” is a prime example. Of course the North Carolina native has had success on the [Billboard charts](#), with smash hits such as “Work Out,” “Crooked Smile,” “Nobody’s Perfect” and “Can’t Get Enough” from past albums.

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WAS DOC MCSTUFFINS' CONTRACT 'DOCTORED' AGAINST HER?



Although “[In the Morning](#)” never rose to the top 50, even that collaboration with Drake stayed on the Billboard charts for 12 weeks. While Drake’s brand already included emo-rap, this was newer territory for J. Cole.

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And when he shied away from mainstream hits, he was honest and introspective about it. “[G.O.M.D.](#)” made fun of the ultra macho theme in today’s hip-hop, warning listeners “This is the part that the thugs skip.” While most rappers are talking about how many women they’re sexually intimate with in one night, J. Cole went back to pondering the days of his

intimate with in one night, J. Cole went back to pondering the days of his virginity on [“Wet Dreamz.”](#) And on earlier work, he was honest about toying between staying true to himself and commercial success on [“Let Nas Down.”](#) (On an up note, he certainly didn’t let [Nia Long down.](#))

Jay Z, Common, Kanye West, Yasiin Bey, Lauryn Hill, Wyclef Jean and even Prince are just a handful of artists who have also shied from what’s popular to try something new. Artists and record labels often don’t see eye-to-eye when it comes to “art” versus “hits,” so it’s no surprise that the requirement for “commercially acceptable” songs are often on record label contracts. But the problem with the term “commercially acceptable” is it leaves too much room for interpretation.



For example, Kendrick Lamar’s “i” did not take off on the radio charts, but this song was just as inspirational as J. Cole’s “Crooked Smile.” Kendrick Lamar’s “Alright” is No. 81 on the [Billboard charts](#) (as of this publication date), but Black Lives Matter activists have made that one of the most popular songs to chant at protest rallies. T.I.’s EP “Us or Else,” who has never been known for making conscious hip hop, is noticeably missing from radio hit charts. That’s not stopping fans from rapping along to “We Will Not.”

As with any other career, the idea is to make money. But making money should not mean artists must sell their souls in order to do so. This is one of many reasons why artists should discuss the legal ramifications of not producing “commercially acceptable” songs or how this will be interpreted in future.

### **What “commercially acceptable” really means**

The “commercially acceptable” clause can be interpreted to mean that music created by the artist has to have the potential to be accepted by fans and radio stations on a large scale, as evidenced by Billboard chart results and iTunes sales. However, the “commercially acceptable” clause was

and radio stations on a large scale, as evidenced by Billboard chart results and iTunes sales. However, the “commercially acceptable” clause was designed to have a different meaning. The clause is a contract provision that protects the label when differences between the artist and label arises.

However, the artist may want to go in a new direction creatively. Rihanna’s sound and image in her last album “Anti” is drastically different from the pop reggae sounds in her debut album “Music of the Sun.” The artist Pink expressed the creative differences she had with her label executive L.A. Reid in her song, “Don’t Let me Get me”: “LA told me ‘You’ll be a pop star. All you have to change is everything you are.’” Pop legend Madonna has reinvented her sound continuously over her musical career.



The “commercially acceptable” clause gives the record label the ability to prevent the musician from exploring new musical directions that might alienate the artist’s fan base.

When creative differences arise, the artist may be less likely to create quality music. An artist may be inclined to give the label uncompleted songs so the artist can fulfill his or her contractual obligation. The “commercial reasonable” clause provides a safeguard for the label because it requires the artist to submit songs that can be released commercially by the label.

An up-and-coming artist is limited in his or her ability to negotiate the “commercially acceptable” clause out of a recording contract. An artist can negotiate a definition of what is considered “commercially acceptable” and have that definition incorporated into the contract.

It is in an artist’s best interest to consult with a music business attorney before signing a record label contract.

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Have more questions about recording contracts and the music business?  
Contact [J. Paye & Associates](#) today.

Shamontiel L. Vaughn contributed to this blog. Find out more about her at  
[Shamontiel.com](#).

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