

No Money, Mo' Problems: The Role of the Remix in Restructuring Compensation for Producers of Electronic Dance Music

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Abstract: Based on fieldwork conducted between March and November 2011, this article argues that the popularity of remixing has led to a restructuring of compensation for producers of remixes within the context of electronic dance music (EDM). This article presents the different ways producers of EDM are currently compensated for their remixes, and how this compensation differs from the payment and intellectual property protections given for the composition of original songs. This article concludes by discussing how these producers are beginning to negotiate deals with labels and artists that will result in greater financial security and better protection of remixers' intellectual property rights.

Résumé: En se basant sur un travail de terrain effectué entre mars et novembre 2011, cet article a pour argument que la popularité du remix a conduit à la restructuration des revenus de ceux qui en produisent dans le contexte de l'électronique dance music, ou techno. Cet article présente les différents moyens par lesquels les producteurs de techno perçoivent des revenus pour leurs remix, et la façon dont ces indemnités diffèrent des redevances et des protections de propriété intellectuelle obtenues pour la composition de chansons originales. Cet article se conclut par une discussion de la façon dont ces producteurs commencent à négocier des contrats avec les maisons de disques et les artistes afin de s'assurer une plus grande sécurité financière et une meilleure protection de leurs droits de propriété intellectuelle.

The remix, one of the more prominent and ubiquitous innovations of the contemporary music industry, remains largely misunderstood both within and outside music scholarship. Remixes are frequently perceived and characterized as violations of slowly evolving copyright law for the benefit of amateur bedroom producers, who are either lauded as champions for creativity of expression, or denigrated as petty thieves who deny original artists their financial due (e.g., Gunkel 2012; O'Brien and Fitzgerald 2006). In fact, a significant majority of remixes that reach the public's ear have

been composed by professional electronic dance music (EDM) producers with the express permission of the copyright holders, who commission these remixes with the intention of using the new versions as promotional material for the original song and artist. Because remixes are used in this way, the producers of remixes often find themselves making precarious financial arrangements with labels that fail to reflect the music industry's new dependence on remixing as a way to promote the artists signed to their labels. In response to the instability of these financial arrangements, remix producers are becoming more resourceful, carving out new ways to trade labour for compensation that reflects their changing role in the music industry as well as being more fair to the producers.

Based on interviews with 29 professional DJs and producers¹ and 13 record label executives,² this article focuses on the ways in which producers of remixed music are compensated for their work. I will discuss some of the ways producers of EDM are traditionally paid for their remixes, and will introduce some of the more innovative solutions to the problem of compensation for music that continues to be considered legally derivative despite the original contributions of remixers. I will continue by discussing some of the gains being made by remixers with respect to legally protecting their intellectual property, which may be a reflection of changing attitudes towards derivativeness in music. To conclude, I will offer some opinions about what record labels could be doing to ensure that remixers are compensated fairly for their labour.

What Is a Remix?

Before addressing the matter of compensation, it is first important to understand how the term “remix” will be used throughout this essay. Remix, a term with origins in the dub studios of Jamaica in the early 1960s and, later, the underground nightclubs of the disco era (Brewster and Broughton 2000, 2010; Veal 2007), has more recently been applied to a broad swath of cultural expression that has little to no relationship with music (Diakopoulos et al 2007, 153; Knobel and Lankshear 2008, 22; Konstantinova n.d., accessed July 12, 2012; Lessig 2008; Manovich 2007, 5-8; Nesheim 2009; Rife 2012). Moreover, it is exceptionally common for scholars who do talk about remixing in a musical context to conflate remix with other derivative musical expressions such as mashup, bootleg and re-edit (Chanbonpin 2011, 20-21; Floyd et al 2007; Gunkel 2008, 2012; Hughes and Lang 2006; Knobel and Lankshear 2007; Lessig 2008).

My use of the terms “derivative” and “original” throughout this article are meant to distinguish the process of composing remixes from the process of composing non-remixed music. In other words, remixes are only derivative with respect to the way they are composed—using previously recorded music as their compositional basis—and not necessarily because of their content, which is often very innovative and original sounding. So-called original music—that is, songs composed without the use of pre-recorded musical material—is not necessarily more original-sounding than remixed music and, very often, can be derivative of another artist’s musical ideas or style without outright copying. In sum, these terms are used as they are in this article for the purpose of clarity and not as a comment on the value of remixed versus non-remixed music. Examples of what I have termed “remix analogues”—derivative songs whose compositional process is similar to but ultimately different from that of a remix—includes mashups, which are songs composed by combining two or more songs in their original recorded form together; re-edits, which are songs that have been cut up and reconfigured by a producer using source material culled from the multi-track master tapes; and bootlegs, songs created using newly composed material in combination with parts of an original song that have been separated from that song through equalization of the original recording rather than through the multi-track master tapes. Further, in the case of bootlegs, the producer has not obtained permission from the copyright holder to use the source material (Hyndman 2012: 25-36). While these song types are certainly similar to the remix, they differ with respect to the process by which they are composed, an important distinction that not only defines remixing as separate from other derivative expression but also helps to determine whether or not a particular derivative musical expression is in danger of breaking the law.³ Therefore, the term remix will be used throughout this essay to refer to a song created using a combination of newly composed musical material and previously existing recorded sounds. While remixes are most typically found in the popular music realm, remixing is defined primarily by the producer’s treatment of recorded music rather than by a particular sonic aesthetic. Unlike a bootleg or mashup, which isolate certain parts of a finished recording using a technique called equalization,⁴ a remix makes use of multi-track master tapes, colloquially referred to by producers as “stems,” to isolate sounds from a recording in combination with newly composed musical material.

Compensation Categories

Based on the responses of my interlocutors, compensation for remixes occurs either as direct payment (i.e., money), indirect payment (e.g., gigs), or no payment at all. Within the broad continuum represented by these imbursement categories, variations in compensation type tend to be determined by factors such as a producer's relative fame and/or popularity, the length of time a producer has been involved in the industry as a professional, or the types of remixes and remix analogues they produce. In the case of producers who have established a strong following and are not necessarily worried about launching a successful career, the building and maintenance of a standard of living that allows these producers to perform their craft on a full-time basis can establish for them whether or not it is in their interest to accept commissions for remixes. Seasoned producers, such as popular Boston-based DJ and producer Juan MacLean, argue that the time it takes to make a remix is often not reflected in the sum of money offered to the remixer by the artist or record label requesting the work, and this can be the decisive factor in determining whether or not it is in the producer's interest to create a remix. MacLean's concerns about time and money are related to the fact that DJing and song production are the primary means by which he supports himself financially:

Right off the bat ... there is a money issue. Because ... when you cross that threshold from doing music as a hobby to doing music as the way you pay your rent and support yourself, I just don't have the time, or I can't afford to do a remix if I'm not being paid a certain amount of money. I mean, they take a while, they generally take two weeks to be in my studio, so what might sound like a lot of money to do something like that, say \$1000 or something like that, when you start breaking it down over the course of a couple weeks and by the hour, I could probably make more money working at Starbucks or something, and certainly not enough to justify the time. (MacLean 2011)

Despite the real financial concerns faced by producers everyday (discussed in more detail below), many producers turn down opportunities to remix songs they did not enjoy or engage with, sometimes even when the request for a remix was accompanied by the promise of financial recompense. Toronto-based DJ and producer Robb G tells of such an occurrence:

There's been a case where I was asked to remix something once and I started remixing and working on it, and I found myself muting more and more pieces of the original that I was supposed to be remixing. And then at the end I had everything, except for one little indistinguishable sound, muted from the original, and I just went back to the label and said "I'm sorry, I can't do this, I'm not going to do this," and I just got rid of that last sound from the track and I released it as an original instead. (Robb G 2011)

In Robb G's case, all was not lost with respect to time and money: despite having turned down the money and the opportunity offered by a record label in exchange for a remix, he was able to release the song as an original track, presumably making money from its sale (Robb G 2011).

Though many producers prioritize working with compelling source material before making a remix, producers can be motivated to rework songs they do not like specifically *because* the requests are accompanied by a financial supplement. As New York-based DJ and producer Gobs the Zombie explains, "If there's money involved, then I'm more likely to say yes regardless of whether I like the tune as a whole or not, but there needs to be something I can work with" (Gobs the Zombie 2011). Philadelphia-based producer DJ Apt One takes a similar viewpoint, noting that there are very good financial reasons to consent to remixing songs that are not in keeping with a producer's particular aesthetic sensibilities:

[Sometimes] there are people you just don't say "no" to. There are songs you may not want to work with, but I mean sometimes you just can't say "no." ... If Britney Spears asks you to do some work, I'm sure that the money is good, number one, but number two ... considering the fact that nobody buys music and ... you're really scratching it out, I could see a lot of arguments for doing that even if you were resistant to the song. I mean, it's a good way to guarantee that you're going to be able to put food in your mouth for the next year. I can also see artistic arguments for saying that's not a good idea, but it's a consideration you have to weigh. (DJ Apt One 2011)

As DJ Apt One notes, the paucity of financial security associated with making a living as a producer of electronic music during a time when there are fewer people actually purchasing music while producers continue to "[scratch] it out," can make it very difficult to turn down an offer of work for reasons of

artistic disagreement when the money being offered for a remix is enough to ensure at least short-term fiscal stability.

The extent to which the remixing activities of producers are motivated by the promise of cash depends primarily on two factors: first, how long the producer in question has been involved in the electronic dance music scene; and second, whether or not song production and DJing is their primary means of supporting themselves financially. Furthermore, there exists a distinction between how producers tend to be compensated for their remix work versus the payment they receive for original productions. This difference is significant because, first, compensation for the work of remixers includes a number of different funding models, including work-for-hire contracts/lump-sum payment, speculative contracts and the less common publishing and licensing contracts. Compensation for the production of original tracks, by contrast, tends to be limited to publishing and licensing agreements that are largely speculative insofar as income is not guaranteed, while also reflecting the opportunity for producers to receive full financial credit for their work when released for sale. Second, the difference between the funding of original tracks versus remixes is noteworthy because it speaks volumes about how both the record industry and consumers value the work of remixers, as well as how firmly entrenched the standard definitions of “originality” and “authenticity” remain despite the near-ubiquity of derivative cultural artifacts and how influential they have proven to be over at least the last decade.

With respect to types of payment for remix work, half of the producers surveyed cited receiving some form of direct financial compensation—that is, monetary payment for services rendered—from record labels or the song’s original artist when commissioned to make a remix. For a majority of these producers, payment for remixes comes in the form of a lump sum of money that is paid either up front or upon receipt of the remix. As observed by Juan MacLean earlier, the amount of this flat fee is often not enough to justify the time and the effort required to make a remix. Consequently, it is slowly becoming more common for producers to negotiate contracts that include a percentage of publishing and licensing rights that will earn royalty payments for the remixer, often in addition to an agreed-upon flat fee negotiated by the remixer.

These types of agreements, which resemble the contracts generally offered by labels for the production of original songs, are more commonly obtained by producers who have been active in professional EDM production for a longer period of time. MacLean, for example, has been making remixes since the early 2000s, and characterizes himself as belonging to “the upper levels of remixing” (MacLean 2011), because the volume of requests for

remixes fielded by his manager reflect a high demand for his work. Due to this demand and his fame as a remixer, MacLean is able to negotiate contracts for payment that include publishing and licensing rights of up to 50% of the remix's total profits (MacLean 2011). This type of contract is exceptional insofar as it appears to represent a shift towards acknowledging that producers of remixes are entitled to copyright protections on par with those afforded to original songs, signaling a greater acceptance by the music industry, however gradual, of the idea that a derivative work such as a remix is not necessarily an unoriginal song and perhaps deserves to be acknowledged as such. Moreover, the granting of publishing and licensing rights to producers of remixes may indicate a great respect for the remixing producer, in the least, and a growing acknowledgment of the importance of the remix in the new music industry model, at best. While licensing rights are certainly not the norm among respondents who reported receiving payment for their remix work, other producers such as Barbi Castelvi (2011), Cozmic Cat (2011) and Thee-O (2011), spoke of having negotiated royalty payments constituting some percentage of a remix's total sales.

For the other half of this group of respondents, it was common for producers to receive no payment at all for their remix work, sometimes even in instances when they were contracted to make remixes by record labels. These types of contracts, called "speculative," or "spec," are ones in which producers commissioned by record labels are only paid for their remix work if the record label likes the song enough to release it—many songs commissioned on spec never see the light of day—and only if the song is commercially popular. The nature of the speculative contracts offered to remixers differ somewhat from the speculative nature of some publishing and licensing contracts offered to producers of original music: while the release of original songs is guaranteed to net an income for producers once the song begins to sell, there is no guarantee that a remix commissioned on a speculative contract will even be released by a label. Therefore, speculative contracts offered to producers can deter them from making remixes for labels, especially when the producers in question have had negative experiences working under speculative contracts. Toronto-based DJ, producer and record label head Barbi Castelvi cites being hired on spec in the past as one of the reasons she and her label partner choose not to make remixes frequently or to release remixes on a label other than their own:

Basically, you're doing a remix for free and whatever net royalties come in, you get a cut of it. We're very wary about doing remixes for other labels besides our own because we find we never get our money back for it. ... A couple times we've done [remixes]

on spec with the promise that we will be able to put it out on our label, and we've had lawyers basically block us from doing it, no you can't release your own song, yet they won't release it on any label. (Castelvi 2011)

In other words, speculative contracts are contentious and frequently put producers in precarious situations that leave them with little or no control over their work, as well as taking time away from the production of other work that might be a better fiscal return on their time investment. If the label in question decides not to release the remix, the producer does not make any money. Moreover, the commissioning label holds all rights to the remix, which means that the producer is unable to sell their work to someone else who might be willing to pay for it.

Speculative contracts notwithstanding, a number of producers find more circuitous ways to profit indirectly from their remixes. Especially in the case of bootlegs and mashups, direct payment for remix work is simply not possible because the songs in question have been revised without the producer having been granted permission to do so. Despite this problem, producers can often find opportunities for indirect financial compensation by being hired for gigs based on their unique treatments of original songs via bootlegging or mashup creation. For example, DJ and producer ViVi Diamond is well known in Toronto for her mashups, both live and composed/recorded. Because the vast majority of her mashups and remixes are created from music she has not been granted permission to use, she is unable to release them for sale. Rather than considering this a loss of time and money, however, she argues that her bootlegs serve the purpose of generating DJ work:

Generally, the way that I justify all the time that I put into [remixing] is in shows.... I don't actually make any money off the music I make, but I make money off of DJing, and I make money off of shows, and I make money off of these things where I'm going to these things where I play my music, and I wouldn't make as much money off of these things if I didn't have the basis to be creating this music for myself. (ViVi Diamond 2011)

This view was also supported by interviews with other producers, such as Simone Bennussi of Reset! (2011), Katzenwaffe (2011) and Rhubix (2011). Despite all the possible ways to make money and/or receive institutional support for the making of remixes, many producers simply do not get paid at all for their remixed music. Those producers who find themselves in situations

of non-payment offered novel ways to justify doing this work without feeling as though the endeavour was a waste of their time. For example, a number of producers cited remix swapping, essentially an exchange of labour between producers who make remixes of each other's original songs, as one way to make remixed music without payment in a manner that is fair to all parties. Remix swapping seems to be most popular amongst European producers, supported by interviews with the likes of Swedish producer Olle Corn  er of Dada Life (2011), English producer Nat Self of Zombie Disco Squad (2011), and Veteran Swedish producer H  kan Lidbo (2011), who noted that remix swapping constitutes a more equitable exchange of goods for labour. This perspective is the result of a dramatic decrease in the money available to producers for their remix work over the last decade. Lidbo, who has been producing electronic music since 1988, has observed significant changes in the ways producers are compensated for their remixes. To summarize, he frequently ends up working for free, and when he does get paid the money is not very good:

When I was releasing a lot of records ... and when I was touring a lot, the record labels that released underground electronic club music had some sort of budget because people were buying music, basically. So there was a budget for remixes. Nowadays, I get maybe 25% of what I used to get, or even less. (Lidbo 2011)

The amount of money offered to a producer in exchange for a remix can vary widely depending on various factors, but perhaps the biggest of these is the relative fame of the producer in question. A producer of the calibre of Juan MacLean, for instance, will earn approximately \$5000 (USD) per remix commissioned by a major label, and anywhere between \$2000 and \$3000 per remix when commissioned by an independent label (MacLean 2012). By contrast, a lesser-known producer like Toronto's Cozmic Cat has commanded fees as high as \$1500 per remix from a major label, but also acknowledges that the fee offered per remix can be as low as \$50 (Cozmic Cat 2012). For Lidbo, a remix commissioned as recently as eight or nine years ago would have earned him around  1000 per remix. Today, the current average offer he receives for requests for remixing are usually somewhere in the neighborhood of  200-300 per remix (Lidbo 2012).

As Lidbo observes, changes in the compensation structure for producers, even those with long and well-established careers, have come about because of changes in technology, particularly the shift from physical to digital media, which has made it easier for producers to make and distribute music, and for consumers to acquire music for free:

HL: But it also has to do with technology, there are so many digital tools to make remixes really fast today, so that sort of sets the price and the market. There are thousands and thousands of people who make music, so the competition is a bit different situation than only a few years ago [*sic*]. I mean, that also decides the price, I guess.

SH: So are you saying that the increase in digital technology and the digitization of music has decreased the price tag for creating songs?

HL: I would say [it decreases the] average price, because most of the music is made for free and not paid for [by a record label], and the remixes are made for free and the tracks are not paid for because people get music in other ways, by promos or Pirate Bay [a torrent website for illegal downloads] or whatever they choose to get the music. Not so long time ago [*sic*], people paid for their music, especially music made for DJs because they wanted that on vinyl, and so there was a lot of people making music then, but in order to make it to a record label where your music was actually released on vinyl, you actually had to keep up some sort of level, or some sort of name. Today, anyone can make music, which is great, which is what music is meant to be. So I'm very happy about this development, but I would say that probably the number of producers has increased by 500%, that would be my estimation, and the amount of money that is involved in the music business hasn't increased. (Lidbo 2011)

What Lidbo describes here is the effect of digitization on the value of music making in general and on remixing in particular. Not only is there an influx of producers who have increasingly easy access to the tools of production and the ability to widely distribute their music over the Internet without the help or support of a record label, there is also a growing culture of consumers who are increasingly resistant to the idea of paying for the music they want to listen to, in combination with a music industry that is not making as much money as it did prior to the digitization and virtualization of music distribution. As such, the going rate of payment for certain types of productions, especially remixes, decreases dramatically because there are more people (mainly young producers) trying to break into the scene, willing to work for free and give music away without being concerned with recouping any costs (time, money, etc.) associated with creating a remix. Even when producers are not keen to

distribute their music without charge to the consumer, technologies like the torrent site Pirate Bay are very effective at circumventing the requirement that audiences pay for what they consume.

Cautious Optimism

Despite the financially precarious nature of speculative contracts, remix swapping, indirect forms of compensation and lump sum payments that fail to accurately reflect the labour of remix production, there is reason to be cautiously optimistic that things are changing for the better. Though still uncommon on a larger scale, a small number of producers reported being able to negotiate contracts that include a percentage of publishing and licensing rights that will earn royalty payments for the remixer, often in addition to an agreed-upon flat fee. These types of agreements, which resemble the contracts generally offered by labels for the production of original songs, are most easily obtained by producers who have been active in professional EDM production for a longer period of time. However, I want to stress, again, that publishing and licensing contracts remain rare and tend to only be offered to producers with established careers and fan bases; the fact that such contracts are offered at all may suggest that record labels are beginning to acknowledge that producers contribute original musical ideas to their remixes, and that remixed music is ostensibly an asynchronous collaboration between two parties who each bring something new and original to the table.

Additionally, anecdotal evidence suggests that the law may be beginning to favour claims of originality in remixing, albeit slowly and with many false starts. When I was conducting my fieldwork, I learned from one of my informants of a lawsuit between a highly respected producer of electronic music and a popular indie band. The band had commissioned a remix from the producer and, though the producer attempted to get the band to sign a publishing and licensing contract, the band refused and an agreement was never reached. Shortly afterwards, the remix was licensed for commercial use and, because the band quietly ignored the producer's request for a fair financial agreement, the band collected significant royalties while the remixer got nothing. The lawsuit, launched by the producer in a country outside of North America, argued that it was his original contributions to the remix, and not the source material, that made it attractive for commercial use, and the lawsuit was eventually settled out-of-court in favour of the producer. The settlement also included a non-disclosure clause, which is why I am unable to provide more detail about the producer, the band or the context

of its commercial use, despite having had this information confirmed for me by the producer who launched the suit. This anecdote illustrates some of the gains being made by remixer in protecting their interests while also demonstrating that there is a long way to go before such cases become the norm: the lawsuit settled in favour of the remixer demonstrates that it is plausible to argue that remixes meet the legal standard of originality applied to non-derivative works. Indeed, even some legal experts agree that, if tested in court, it is probable that a remix could meet the standard of originality, defined as requiring a “modicum of creativity,” applied to non-derivative works (Sinnreich 2010: 102). However, the non-disclosure clause also ensures that no one can learn the details of this particular case, and that future lawsuits will be unable to refer to the potential precedent set by this example in order to support a remixer’s claim to ownership over original contributions to a derivative work.

A Potential Solution

Not being a legal scholar, it is difficult for me to make suggestions about what a definitively correct solution to the problem of fairly compensating remixer for their remixes might look like. A partial solution, however, would be for record labels to treat remixed songs the same way they do original tracks: as commodities to be sold to customers. All 13 record label executives who participated in this study stated that the primary purpose of the remix within their business model is to promote the new releases of artists signed to their label. In promotion of these new releases, remixes are treated as disposable and interchangeable commodities that are given away for free in the sometimes vain hope that a listener who hears the remix first will be as, or more, interested in the original version that sounds markedly different. However, there was no real consensus regarding the efficacy of remixes as promotional material, or on their enhanced value for the remixer themselves. For example, Udi Radomsky, head of the London-based labels Lo and Loaf Recordings, observes that remixes tend to lead to the sale of the original song rather than increasing the following of the remixer:

From our experience, remixed songs are less than 1% of our sales. They are useful to raise the [remix] artist profile, but not at the level of sales. I think this is because we are very much an artist-driven label and the way remixes are used these days for promotional material... [Remixes] are extra-helpful in acquiring

coverage and “spread the word” [about new original releases] by supplying extra content to blogs and independent radio stations. (Radomsky 2011)

By contrast, Barbi Castelvi, of the Toronto-based label Intelligenix, sees a strong connection between sales of remixes and interest in the remixing producer’s other work: “[The] remix artist is lending their sound to that [original] song, so when someone hears a remix, a lot of the time it’s because they like the remixer’s sound. *They’ll buy everything that remixer’s done*” (Castelvi 2011; my emphasis). Again, the key difference here is in how the remixes are treated by record labels: if a remix is first distributed for free in order to drive interest in and sales of the original song, and is later sold alongside the original song, it stands to reason that remix sales would diminish. Labels that treat the remix as something to be sold alongside the original song from the outset, however, tended to observe consumption habits that included both an interest in the original song, and an interest in the remixing producer’s other work.

Conclusion

The purpose of this article has been to shed light on ways in which producers of electronic dance music are compensated for their remixes. Though money was only one of several motivations for creating remixed music, it will come as no surprise that financial matters significantly influence how and why electronic dance music producers make remixes. The question of appropriate compensation for remixed music is an especially interesting one, given the extent to which both the funding and dissemination of electronic music within contemporary culture are driven by technological advances that make it easier than ever before to both make and consume music illegally. Moreover, the blurry legal space occupied by remixing makes it easier to exploit the labour of producers who are seeking to gain a foothold in the saturated EDM market or simply make a decent living. It is difficult to tell what the future holds for remixing as part of the music industry, but there are encouraging signs that point towards a greater acceptance of derivativeness as an important component of contemporary music culture. The use of remixed music by record labels serves as a reminder of how derivative works have been valued in the recent past, and shows how such appraisals may be changing for the better and in favour of remixers. 🌱

Notes

1. It is necessary to point out that the terms “DJ” and “producer,” though frequently used interchangeably, refer to distinct roles in the world of EDM. The term DJ, at its core, refers to a performer of recorded music. A producer, on the other hand, is someone who composes music. Music production in the EDM context extends to include the composition of both original and derivative songs, including remixes and mashups. Therefore, the use of the term “remixer” throughout this article is meant to distinguish the producer of the source material from the producer of the remix or mashup. In other words, remixers are still producers. For more, see Brewster and Broughton 2003; Fikentscher 2000; and Hyndman 2012.

2. A more detailed description of my research process and how respondents were recruited can be found in Hyndman 2013.

3. Examples of what I have termed “remix analogues”—derivative songs whose compositional process is similar to but ultimately different from that of a remix—includes mashups, which are songs composed by combining two or more songs in their original recorded form together; re-edits, which are songs that have been cut up and reconfigured by a producer using source material culled from the multi-track master tapes; and bootlegs, songs created using newly composed material in combination with parts of an original song that have been separated from that song through equalization of the original recording rather than through the multi-track master tapes. Further, in the case of bootlegs, the producer has not obtained permission from the copyright holder to use the source material. A more detailed discussion of the differences between remixes and remix analogues can be found in Hyndman 2012, 25-36.

4. Equalization, or EQing, is the process of adjusting the amplitude of sound signals at specific frequencies. Originally used to counteract the distorted frequency response of early microphone technology, EQing is now regularly employed by DJs and producers in order to rebalance elements of recorded music by changing the volume of component frequencies in a sound source or altering timbres in a recording. For more information, see Hodgson 2010, 73-79.

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