

Songwriter Agreement

THIS AGREEMENT is made and entered into this _____ ("DATE") by and between _____ of _____, (hereinafter referred to as "Publisher"), and _____, of _____ (hereinafter individually referred to as "Writer").

In consideration of _____ paid to Writer by Publisher, the parties agree to the following terms and conditions:

1. GRANT OF RIGHTS

Writer hereby assigns any and all rights of the song entitled _____ (hereinafter referred to as "Work"), an unpublished song, to Publisher, its successors and assigns. Both parties understand and acknowledge that title may be a working title and such change of title shall not adversely effect any part of this agreement. Assignment includes transfer of the title, words, and music, and all copyrights thereof and shall hold such rights during the full term of such existing copyrights or when those copyrights exist (upon creation of the work(s)). In consideration of the consideration received by Writer, Writer hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, all renewals and extensions of the copyrights of said composition to which the Writer may be entitled hereafter and all registrations thereof, and all rights of any and all nature now and hereafter hereunder existing, for the full terms of all renewals and extensions of copyrights.

2. WARRANTIES AND REPRESENTATIONS

Writer hereby warrants and represents that said composition is their sole, exclusive and original work, and that said composition is new and original and does not infringe any other copyrighted works. Writer hereby attest that they have the rights and powers to enter into this Agreement and that the Work, at the signing of this agreement, is unpublished.

3. COMPENSATION TO WRITER

Publisher agrees to pay Writer the following compensation, during the original and renewal terms of the copyright throughout the world as follows:

(a) In respect of regular piano copies sold and paid for at wholesale in the United States and Canada, royalties of FIVE (5) CENTS per copy.

(b) A royalty of FIVE (5) CENTS per copy of dance orchestrations sold and paid for in the United States and Canada.

(c) A royalty of FIFTY (50%) PERCENT of all net earned sums received by the Publisher in respect to regular piano copies and/or orchestrations sold and paid for in any foreign country by a foreign publisher.

(d) The sum of ONE DOLLAR as and when the composition is published in any folio or composite work or lyric magazine by the Publisher or licensees of the Publisher. Such publications may be made at the discretion of the Publisher.

(e) As to "professional material" not sold or resold, no royalty shall be payable.

(f) An amount equal to FIFTY (50%) percent of all net earned proceeds received and retained by the Publisher arising out of:

(i) the manufacture and sale of phonograph records and other parts of instruments serving to mechanically reproduce the composition

(ii) the synchronization of the composition with motion pictures, and

(iii) the recording of the composition on electrical transcriptions; provided however that if the Publisher administers the licenses for the aforementioned uses through an agent, trustee of another administrator who is not in the exclusive employ of the Publisher (i.e. Harry Fox as Trustee), the Publisher, in determining its receipts shall be entitled to deduct from gross licenses fees paid by the licensees a sum equal to the charges paid by the Publisher to said agent, trustee, or administrator, and said deduction in no event to exceed Ten (10%) percent of the license fees.

(g) Except as herein expressly provided, no other royalties shall be paid in respect of the composition.

4. PAYMENT TERMS

The Publisher agrees to submit payment to Writer on or about February 15th and August 15th of each year, during which income is received by the Publisher in respect of said musical composition, covering the six months ending December 31st and June 30th of each such year respectively, royalty statements accompanied by remittances for all sums shown to be due thereunder. Any such statements shall be deemed acceptable by Writer after it has been received by Writer unless Writer has objected to it in writing during the period of One (1) year after the date of each royalty statement by registered mail return receipt requested.

5. USE OF LIKENESS AND IMAGE

Writer hereby consents to the use of their respective name, likeness and biographical material and the title of said musical composition in connection with the titles and contents of folios of Musical compositions containing said composition with other musical compositions and in connection with publicity and advertising concerning the Publisher, its successors, assigns or licensees. Writer agrees that the use of said names, likenesses, biographical and the title may commence prior to publication and may continue so long as the Publisher shall own and/or exercise rights in said composition.

6. NOTICE

Written demands and notices other than that royalty statements provided herein shall be sent by registered mail.

7. ASSIGNABILITY

The Publisher shall have the right to sell, assign, transfer, license or otherwise dispose of any and all its rights in whole or part under this Agreement to any person, firm, or corporation, but said disposition shall not effect the right of Writer to the royalties herein set forth.

8. CHOICE OF LAW & VENUE

This agreement shall be construed only under the laws of the State of _____ . Any and all claim shall be brought before a tribunal in the same state.

9. SEVERABILITY

If any part of this agreement shall be held invalid or unenforceable, it shall not affect the validity of the balance of this Agreement.

10. INDEMNIFICATION

Write shall defend the Publisher against any suit, claim, demand, or recovery by reason of any violation of any of the representations, warranties of covenants right or copyright or any injurious matter in the said composition, actual or claimed and the Publisher is hereby granted the right, in event of any such claim or claims, to make such defense as may be advised by counsel and the costs and counsel fees therefore together with any damages sustained and amounts of any such settlements shall be charged to and paid for by the Writer(s).

11. ENTIRE AGREEMENT

This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successor's interest, legal representatives and assigns, and represents the entire understanding between the parties.

12. ARBITRATION

If at any time any controversy should arise between the Publisher and the Writer regarding anything pertaining to this Agreement which the parties hereto do not promptly adjust and determine, then the written orders of the Writer shall be followed and said controversy may be decided by binding arbitration at the sole discretion of Writer. If binding Arbitration is elected by Writer, it shall be pursuant to the rules of the Judicial Arbitration and Mediation Service (JAMS) The award of the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any in any court having jurisdiction thereof. Publisher hereby consents to being joined as a party to any arbitration proceeding in which Writer is a party. Publisher further consents to the arbitrator who is appointed in said proceeding.

13. REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement, the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have five (5) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunder set their names the day and year first above written.

Writer

Date: _____

Publisher

Date: _____