

## Songwriter Collaboration Agreement

This agreement (“Agreement”) is made as of \_\_\_\_\_, 2010, between the following individuals (collectively referred to as the “Writers”):

\_\_\_\_\_ (“Writer 1”)

\_\_\_\_\_ (“Writer 2”)

In consideration of the mutual undertakings described herein, the Writers agree as follows:

**1. Authorship & Ownership.** Each of the Writers have, either independently or jointly, contributed to the authorship of an original musical composition entitled “\_\_\_\_\_” (the “Composition”). The Writers intend that all music and lyrics in the Composition shall be merged into a single joint work, the ownership and exploitation of which shall be governed by the terms of this Agreement. The Composition, including the copyright and all other rights in the Composition, shall be jointly owned by the Writers (who intend to treat each other as co-authors) and/or their music publishing designees according to the following ownership shares:

Writer 1: \_\_\_\_\_%

Writer 2: \_\_\_\_\_%

**2. Copyright Registration.** Each Writer shall have the right to register the copyright in the Composition, provided that any Writer making such registration shall accurately specify the authorship and ownership interests of the Writers in the registration application and shall mail a copy of such registration application to the other Writer(s) at the same time or before the mailing of the registration application to the Copyright Office.

**3. Exploitation & Administration.** The Writer’s rights in the Composition shall be administered worldwide by the Writers or their music publishing designees or assigns jointly, or by one of them pursuant to an agreement between the Writers or their music publishing designees or assigns. Unless otherwise agreed in writing, all negotiations relating to the licensing, publication, or other exploitation of the Composition shall be conducted as joint negotiations between the Writers. Each Writer shall keep the other Writer(s) fully informed as to the status and progress of such negotiations. No agreement relating to the exploitation of the Composition, whether exclusive or non-exclusive, shall be valid without the consent in writing of all of the Writers, which consent shall not be unreasonably withheld. Each Writer shall receive a copy of any such contract, license, or other document. Each license or agreement for the exploitation of the Composition shall provide that the licensee or other third party account directly to each Writer for its share of any advances, fees, and royalties. If any of the Writers receive any royalties or other payments which should have been paid to any other Writer(s), the Writer receiving such royalties or other payments shall pay the appropriate share of such royalties or other payments to the Writer(s) entitled to receive such sums within ten (10) days of receipt accompanied by a statement stating the nature and source of the amount(s) received. Each Writer shall have the right to audit the books and records of the other Writer(s) with respect to any accounting rendered pursuant to this Agreement.

**4. Costs.** The Writers shall share, according to the ownership shares specified in paragraph 1 above, the following costs reasonably related to the Composition: (a) the cost of making demonstration recordings; (b) copyright registration fees; (c) costs relating to the collection of royalties; (d) costs incurred in connection with the exploitation or protection of the Composition, including reasonable attorneys’ fees; and (e) fees charged by agents, such as The Harry Fox Agency, Inc., subpublishers, or

administrators. Notwithstanding the foregoing, no Writer may incur costs exceeding \$100.00 without obtaining the other Writer(s)' prior consent.

**5. Term.** This Agreement shall last for the full copyright term of the Composition.

**6. Credit.** In all contracts relating to the exploitation of the Composition, the Writers will use their best efforts to insure that each Writer shall receive credit as an author of the Composition in all media where credits are customarily given to songwriters.

**7. Warranties.** The Writers warrant that their contributions to the Composition are original and do not infringe upon the copyright or violate the rights of any third party. Each Writer indemnifies and holds harmless the other Writer(s) and their successors and assigns from and against any expenses (including reasonable attorneys' fees), damages or losses (including any amounts paid in settlement, but only if the indemnifying party consents to the settlement in writing) incurred by the indemnified party by reason of the breach of the indemnifying party's warranties.

**8. Assignment.** Each Writer may assign his/her ownership interest in the Composition and/or his/her right to receive income from the Composition to any person or entity; provided, however, that the assigning Writer shall not be released by that assignment from any of his/her obligations under this Agreement.

**9. Applicable Law.** This Agreement shall be governed by the laws of the State of \_\_\_\_\_ . In the event of any action, suit or proceeding by one Writer against the other Writer(s), the prevailing party shall be entitled to recover reasonable attorneys' fees and costs related to such action, suit or proceeding.

**10. Miscellaneous.** This Agreement is binding upon and inures to the benefit of the heirs, executors, administrators, representatives, and assigns of the Writers. This Agreement is the entire agreement between the Writers with respect to the Composition and may be amended only by a written instrument signed by all of the Writers. If any part of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the balance of this Agreement. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Writers. The headings of the paragraphs of this Agreement are for convenience only and shall not be deemed to limit or in any way affect the scope, meaning or intent of this Agreement.

**IN WITNESS WHEREOF**, the Writers execute this Agreement as of the date specified above.

**Writer 1**

**Writer 2**

\_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_