

SAMPLE COLLABORATORS' AGREEMENT

This Agreement is entered into with respect to the following musical composition(s):

The undersigned songwriters have collaborated in the creation of the aforementioned song(s) with the following understanding:

1. No songwriter shall be responsible to any other songwriter for expenses incurred in the preparation or presentation of the song(s) unless agreed upon.
2. All sums received from exploitation of the song(s), as well as all approved expenses incurred, will be divided as follows:

Writer name(s)	Percent share
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- | | |
|-------------------|---|
| 3. _____
_____ | wrote all of the lyrics to the song(s);
composed all the music to the song(s). |
|-------------------|---|

[NOTE: IF THE WRITERS HAVE MADE VARYING CONTRIBUTIONS TO THE MUSIC AND LYRIC, AND THERE IS NO PRECISE SPLIT IN RESPONSIBILITY FOR EACH, AN ATTEMPT TO IDENTIFY INDIVIDUAL CONTRIBUTION IS OF VIRTUALLY NO USE.]

4. If the song(s) are not [*signed to a publishing agreement/commercially recorded/commercially released*] by _____ we may each withdraw our respective creative contributions to any song(s) not meeting such requirement, and the other(s) shall have no remaining claim to income from any use then made by the creator thereof. [NOTE: AGAIN, THERE IS LITTLE PURPOSE TO THIS CLAUSE UNLESS THE DIVISION BETWEEN LYRICAL AND MUSICAL CONTRIBUTIONS IS CLEARCUT.]

5. [One or more of *the writers*] shall have the only right to issue licenses for any use whatsoever of the song(s). [*or*] All of us shall have equal rights to issue licenses for any use of the song(s), but must pay appropriate shares of any money received as specified in Paragraph 2 above. [*or*] Any of us may grant licenses for any use of the song(s), but only after obtaining written approval of all of the others.

6. [One of the writers] [All of us] Any of us with approval, etc. may authorize changes to the lyric or melody of the song(s) and may reduce the shares of all of us in equal proportion to compensate any new songwriter(s) adding such creative changes. [NOTE: IF THERE IS A DEFINITE DIVISION BETWEEN LYRICAL AND MUSICAL CONTRIBUTIONS AMONG THE ORIGINAL WRITERS, REDUCTIONS FOR CHANGES MAY BE APPROPRIATELY CATEGORIZED BY THE TYPE OF CHANGE AND ASSESSED AGAINST THAT WRITER.]

7. [One of the writers] is hereby granted full power of attorney [*or*] [*ALL of the writers*] are each granted full power of attorney to assign any rights or grant any licenses respecting the song(s)

in the event that the others are unavailable to give their approval for any period in excess of _____ days.

[NOTE: IN SOME CIRCUMSTANCES, WHERE ONE WRITER MAY BE FAR MORE KNOWLEDGEABLE IN MUSIC INDUSTRY MATTERS, OR WHERE ONE WRITER INSISTS ON RESERVING A SONG FOR HIS OR HER PERFORMING GROUP'S USE ONLY, IT MAY BE APPROPRIATE TO GRANT THAT WRITER THE EXCLUSIVE RIGHT TO GRANT LICENSES AND ASSIGN RIGHTS WITHOUT APPROVAL OF THE OTHERS.]

8. In the event of any dispute between us regarding the song(s) or this Agreement, we will submit the matter to binding arbitration in (the largest nearby city) under the rules of the American Arbitration Association or any local arbitration association upon which we otherwise agree.

Signature _____

Address _____

Phone(s) _____

E-mail _____

Publishing Co (if any) _____

PRO (if affiliated) _____

Signature _____

Address _____

Phone(s) _____

E-mail _____

Publishing Co (if any) _____

PRO (if affiliated) _____

Signature _____

Address _____

Phone(s) _____

E-mail _____

Publishing Co (if any) _____

PRO (if affiliated) _____