

EXCLUSIVE SONGWRITER'S CONTRACT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by and between \_\_\_\_\_

In consideration of \$1.00 to the Writer by the Publisher in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and the covenants hereinafter set forth, the parties agree as follows:

1. The Writer hereby sells, assigns and transfers to the Publisher all of the musical compositions, including the titles, words and music thereof, which may be composed and/or written by him during the period of this agreement, together with all the Writer's right, title and interest in and to all musical compositions composed and/or written in part by the Writer or jointly or in collaboration with any other person, writer or composer during such period; including the right to revise and arrange each of the said musical compositions for all copyright to obtain copyrights thereon in the name of the Publisher or otherwise; and the Writer hereby irrevocably appoints the Publisher his Attorney-in-Fact, a formal assignment of any renewal copyright obtained by the Writer.

2. The Writer shall, when requested to do so by the Publisher, promptly execute and deliver as and when requested, all agreements, documents and writings necessary or requested for the purpose of effectuating this agreement, and also a separate royalty agreement and assignment to the Publisher for each of the compositions embraced by this agreement in the Publisher's customary form, which, however, shall supplement but not supersede this agreement; and the Writer hereby irrevocably appoints the Publisher his Attorney-in-Fact to execute and deliver any or all such agreements, documents, and writings.

The Writer shall promptly deliver to the Publisher a clear and complete copy of each such composition.

3. The Publisher shall have the right to use the name, photographs, simulations and likenesses of the Writer in publicizing, advertising, exploiting, distributing and selling.

4. The Publisher, prior to the publication by the publisher, or the recording or mechanical or motion picture use under any agreement with the Publisher of any said composition, shall have the right to reject such compositions by giving the Writer written notice of such rejection, and thereafter the Writer shall have the right to make such use of such composition as he may see fit, and the Publisher shall thereafter have no interest therein.

5. In consideration of the Writer's performance of all the terms and conditions hereof by him to be performed, the Publisher shall pay to the Writer in respect of each such composition, the following:

a) \_\_\_\_\_  
cents of each regular piano copy and orchestration sold, paid for and not returned in the United States and Canada.

b) \_\_\_\_\_  
percent of all net sums received by the Publisher in respect of regular piano copies and orchestrations sold and paid for in any foreign country other than the Dominion of Canada.

c) \_\_\_\_\_  
percent of all net sums received by the Publisher in respect of any licenses issued authorizing the manufacture of the parts of instruments serving to mechanically reproduce the said compositions, or to use the said compositions in synchronization with sound motion pictures, or to reproduce them on so-called "Electrical Transcriptions" for broadcasting purposes.

d) The sum of \_\_\_\_\_

e) cents for each folio paid for and not returned in the United States and Canada. When a folio contains one or more works of the Writer, payment to the Writer for each such folio shall be such part of \_\_\_\_\_

f) cents as the number of works of the Writer included therein bears in the total number of compositions in such folio.

6. The Publisher shall render to the Writer, so long as the Publisher shall continue publication or the licensing of any rights in any of said compositions, royalty statements with respect to such compositions on or before each August 15th, covering the six months ending June 30th, and each February 15th, covering the six months ending December 31st; each of which statements are to be accompanied by remittance of any royalties then due.

7. Unless otherwise stated by the Writer in the respective contracts covering the songs, the Writer represents and warrants each of such compositions, words and music, as his sole, exclusive and original work and that no one other than the Writer has any right or interest of any nature therein, and that he has not entered into any agreement with any person, firm or corporation that has claimed or will claim any right or interest there in, and that none of such compositions infringes upon any other song or musical compositions or copyright or literary property in any manner, and that none of such compositions has ever been published, and that he has full right and authority to make this agreement.

8. In the event of the Writer's failure to execute separate agreements covering any one composition, then the terms contained in this agreement shall govern payment of royalties, and all other provisions of this agreement shall apply.

9. This agreement shall be for a period of three months from date hereof. Publisher shall have the following options to extend this agreement as follows:

A. Upon the expiration of the initial three-months period, Publisher shall have the right and option to extend the agreement for an additional period of three months upon the same terms and conditions except as otherwise provided.

B. Upon the expiration of the first option period as specified in subparagraph "A.", Publisher shall have the right and option to extend the agreement for an additional period of three months upon the same terms and conditions except as otherwise provided.

C. Upon the expiration of the second option period as specified in subparagraph "B." above, Publisher shall have the right and option to extend this agreement for one additional three month period upon the same terms and conditions except as otherwise provided.

D. Upon the expiration of the third option period as specified in subparagraph "C." above, Publisher shall have the right and option to extend this agreement for one additional year upon the same terms and conditions except as otherwise provided.

E. Upon the expiration of the fourth option period as specified in subparagraph "D" above, Publisher shall have the right and option to extend this agreement for one additional year upon the same terms and conditions except as otherwise provided.

F. Upon the expiration of the fifth option period as specified in subparagraph "E" above, Publisher shall have the right and option to extend this agreement for one additional year upon the same terms and conditions except as otherwise provided.

G. Upon the expiration of the sixth option period as specified in subparagraph "F" above, Publisher shall have the right and option to extend this agreement for one additional year upon the same terms and conditions except as otherwise provided.

10. Should Publisher elect to exercise all of the options as herein contained, Publisher shall have the right to the exclusive services of Writer for the total period of five years.

EACH OF THE AFOREMENTIONED OPTIONS SHALL BE DEEMED EXERCISED BY PUBLISHER WHEN PUBLISHER GIVES WRITTEN NOTICE TO WRITER BY REGULAR MAIL AT HIS LAST KNOWN ADDRESS OF PUBLISHER'S INTENTION TO EXERCISE THE THEN APPLICABLE OPTION.

11. (a) Publisher hereby guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during the initial period of this contract.

(b) In the event this contract is renewed for an additional three month period, publisher guarantees Writer \$ \_\_\_\_\_

(c) weekly advance against royalties during this first option period.

(d) In the event Publisher renews this contract for a second option, Publisher guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during this second option period.

(d) In the event Publisher renews this contract for a third option, Publisher guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during this third option period.

(e) In the event Publisher renews this contract for a fourth option, Publisher guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during this fifth option period.

(f) In the event Publisher renews this contract for a fifth option, Publisher guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during this fifth option period.

(g) In the event Publisher renews this contract for a sixth option, Publisher guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during this sixth option period.

(h) In the event Publisher renews this contract for a seventh option, Publisher guarantees Writer \$ \_\_\_\_\_ weekly advance against royalties during this seventh option period.

WITNESS our hands and seals the day and year first above written.

\_\_\_\_\_  
BY: \_\_\_\_\_

ACCEPTED AND AGREED:

BY: \_\_\_\_\_  
Writer