

ARTIST - RECORDING COMPANY CONTRACT

ATTACHMENT S - NON-EXCLUSIVE SONGWRITING CONTRACT.

1. **SONGS.** Each ARTIST agrees to write employee-for-hire songs to be recorded by RECORDING COMPANY.

2. **SONGS RECORDED BY RECORDING COMPANY.** Each song written by one or more of the ARTISTS which (a) RECORDING COMPANY states in writing it will record and actually does record with in 30 days after making the statement, or which (b) RECORDING COMPANY does record without having previous made such written statement, shall be deemed by the parties concerned (the songwriter(s) of the specific song(s) and RECORDING COMPANY) to have been written by the songwriter(s) as employees-for-hire for RECORDING COMPANY.

3. **LIMITED EXCLUSIVE & NON-EXCLUSIVE PROVISIONS.** This agreement concerns only songs described in (a) and (b) of Paragraph 2, above. Other songs and the rights thereto may be dealt with by their respective songwriter(s) as such songwriter(s) may desire. Song writer(s) may, but need not, assign copyright and other rights in such other songs to RECORDING COMPANY'S publishing companies.

4. **GROSS RECEIPTS. RECORDING COMPANY** shall pay to the respective songwriter(s) of each respective song fifty (50%) percent of gross receipts received by RECORDING COMPANY due to each respective song - this will be called the "songwriter's half." If more than one songwriter have written a song, then the "songwriter's half" shall be shared equally by all the songwriters of that song.

5. **PERFORMANCE RIGHTS SOCIETY.** Each songwriter is hereby authorized to assign to either ASCAP or BMI, whichever he may from time to time belong to, those rights which are assigned to the respective performance rights society under the usual contract in use at the time each respective song is written. Each songwriter may collect and keep all monies which the respective performance rights society may pay to such songwriter from time to time. RECORDING COMPANY shall keep all monies which performance rights societies may from time to time pay RECORDING COMPANY (and the provisions of Paragraph 4 concerning paying the "songwriter's half" to the songwriter(s) shall not apply).

6. **ROYALTY STATEMENTS.** Royalty statements shall be rendered by RECORDING COMPANY concerning those songs for which "songwriter's half" amounts are payable to each songwriter to whom money is payable. Each statement shall show the name of the song and the amount per song, and the totals. If RECORDING COMPANY desires to report more information, it may do so. If a songwriter desires more information, he may audit the books and records of RECORDING COMPANY which pertain to each song written or co-written by the songwriter. Royalty statements shall cover January-June and July-December periods, and shall be rendered within 75 days after each respective half-year period. Royalty check shall accompany statements.

7. **FURTHER DOCUMENTS.** Concerning each song, the respective songwriter(s) and RECORDING COMPANY may, if both desires enter into a relationship other than this employee-for-hire relationship. The parties anticipate that this may be done after respective songwriters have passed their 21st birthday; however, no promise or representation that this will be done is intended or made. Each songwriter agrees to execute all documents to carry this agreement into effect, and to sign no documents with any publisher which will in any way interfere with this agreement. Specifically no other publisher shall be given any rights to any song covered by this agreement. In the event any songwriter signs any exclusive songwriter contract with anyone, the songwriter shall insist upon such contract honoring the provisions of this contract and giving precedence to the provisions of this contract.

8. **RECORDING COMPANY'S PUBLISHING FIRMS.** RECORDING COMPANY shall decide which song shall go into which of its publishing firms as long as the writer of the song belongs to no performance rights society. Thereafter, the song shall be placed in the publishing company which is affiliated to the performance rights society with which the songwriter is affiliated.

RECORDING COMPANY: \_\_\_\_\_

ARTISTS(S): \_\_\_\_\_

also referred to herein as songwriter(s)