## **Standard Songwriter Agreement Template**

This is a basic songwriter agreement template that can be used for most projects. It includes provisions for the songwriter to retain all rights to their work, and to be paid a flat fee for their work.

1. The names and contact information of the parties involved in this agreement are \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_.

2. The work to be created under this agreement is a song entitled \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_.

3. The term of this agreement will be for a period of \_\_\_\_\_ months, beginning on \_\_/\_\_/\_\_ and ending on \_\_/\_\_/\_\_. This agreement may be renewed by mutual written agreement of the parties.

4. The songwriter shall be entitled to the following rights with respect to the work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

5. The songwriter shall be compensated at a rate of \_\_\_% of Net Sales, payable on a monthly basis. Any advances paid to the songwriter shall be considered as partial payment against future royalties.

6. In the event that the songwriter assigns or licenses any rights in connection with the work, the songwriter shall notify the other party in writing and provide them with copies of any relevant documentation.

7. Any disputes arising out of this agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The costs of arbitration shall be shared equally by both parties.

8. This agreement constitutes the entire understanding between the parties and supersedes any prior agreements, oral or written, between them with respect to the subject matter of this agreement. This agreement may not be amended or modified except by a written agreement signed by both parties.

9. This agreement shall be binding upon the heirs, assigns, and successors of the parties hereto.

10. Each party to this agreement has had the opportunity to consult with legal counsel prior to its execution and hereby waives any claim that it did not have such opportunity or that the terms of this agreement are unconscionable, unfair, or ambiguous.

11. This agreement shall be construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_ and venue for any action brought to enforce its terms shall lie exclusively in the state or federal courts located in that state.

12. The headings used in this agreement are for convenience only and shall have no substantive meaning or be given any legal effect.

13. All notices required or permitted hereunder shall be delivered by email, personal delivery, or by express courier service with tracking ability and shall be deemed received upon actual receipt or three days after being sent, whichever occurs first.

14. This agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same agreement.

15. The failure of either party to insist upon strict performance by the other party of any provision of this agreement or to exercise any right provided for herein shall not be construed as a waiver or relinquishment to such party of such provisions or rights in the future. All waivers must be in writing and signed by the waiving party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date first written above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party 1

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party 1's Signature

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party 2

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party 2's Signature

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_