

Work-for-Hire Songwriting Agreement Template

This work-for-hire songwriting agreement template should be used when the hiring party wants to have all rights to the work being created, and the songwriter will not retain any ownership rights.

This agreement template can be used for a variety of songwriting services, such as: writing lyrics, composing music, or both.

This agreement template includes provisions for the following:

- Services to be provided
- Rights granted to the hiring party
- Payment terms
- Ownership

This work-for-hire songwriting agreement ("Agreement") is made between _____ (hereafter "Hiring Party") and _____ (hereafter "Songwriter").

1. Services to be provided. The Songwriter agrees to provide the following services:

_____.

2. Rights granted to the Hiring Party. The Hiring Party shall have all rights, title, and interest in and to the Work, including without limitation the exclusive right to use, copy, modify, publish, perform, transmit, and distribute the Work throughout the world in any medium now known or hereafter devised. The Songwriter shall have no right whatsoever with respect to the Work except as expressly granted herein.

3. Payment terms. The Hiring Party shall pay the Songwriter for the services rendered hereunder an amount of \$_____ (hereafter "Fee"). The Fee shall be paid as follows: _____ . All payments shall be made in U.S. dollars unless otherwise agreed in writing by both parties.

4. Ownership. The Songwriter hereby assigns to the Hiring Party all of its right, title and interest in and to the Work, including without limitation all copyright interests therein, effective upon payment of the Fee as set forth hereinabove. This assignment includes but is not limited to any copyrights arising from future derivative works based on or incorporating the Work. In addition, the Songwriter waives all moral rights it may have in and to the Work notwithstanding any contrary provisions of law or any purported agreements between the parties thereto.

5. Miscellaneous Provisions. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings between them whether oral or written. This Agreement may be amended only by a writing signed by both parties hereto. No failure or delay on either party's part in exercising any right hereunder shall constitute a waiver thereof or of any other right hereunder.

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and replaced with a valid and enforceable provision that comes closest to expressing the intention of the parties hereto, and the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement will be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of law principles. Any legal action or proceeding arising out of this Agreement shall be brought exclusively in a court located in _____, and each party hereby irrevocably submits to the personal jurisdiction and venue thereof. The prevailing party in any litigation concerning this Agreement will be entitled to recover all reasonable attorneys' fees, costs and expenses incurred therein from the other party.

Each party acknowledges that it has read and understands this Agreement, and that it is the complete and exclusive statement of the parties' agreement with respect to the subject matter hereof which supersedes any proposal or prior agreement oral or written, and all other communications between the parties relating to the subject matter hereof.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A facsimile or electronic signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

Hiring Party: _____

Date: _____

Songwriter: _____

Date: _____