

www.Copyright.gov

Copyright is a form of protection provided by the laws of the United States (title 17, U. S. Code) to the authors of “original works of authorship,” including literary, dramatic, musical, artistic, and certain other intellectual works. This protection is available to both published and unpublished works. Section 106 of the 1976 Copyright Act generally gives the owner of copyright the exclusive right to do and to authorize others to do the following:

- to reproduce the work in copies or phonorecords;
- to prepare derivative works based upon the work;
- to distribute copies or phonorecords of the work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- to perform the work publicly, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audio-visual works;
- to display the work publicly in the case of literary, musical, dramatic, choreographic works, pantomimes, pictorial, graphic, or sculptural works; and
- in the case of sound recordings, to perform the work publicly by means of a digital audio transmission.

Copyright Act of 1909

- * Term was 28 years and renewal extended the term an additional 28 years making a total of 56. Later increased to 75 and now 95 years.
- * Compulsory mechanical license provided for a two-cent royalty to the music publisher for each record manufactured (“mechanical license”). Current royalty rate is 9.1 cents.

Copyright Act of 1976 (effective 1978)

- * Copyright protection applies to works fixed in a tangible form of expression
- * Term of copyright becomes life of the author plus 50 years (now 70 years)
- * Fair Use – comment, critique, news reporting are not considered infringement
- * Substantial remedies against copyright infringers
- * Notice contains the symbol © (the letter C in a circle), or the word “Copyright,” or the abbreviation “Copr.,” the year of first publication of the work, and the name of the copyright owner (Example: © 2012 John Doe)
- * Termination right (17 U.S.C. 203 & 204) gives songwriters (or their heirs) a second chance (between the 35th and 40th years of the conveyance) to re-acquire the rights to their works

Registration

In general, copyright registration is a legal formality intended to make a public record of the basic facts of a particular copyright. However, registration is not a condition of copyright protection. Even though registration is not a requirement for protection, the copyright law provides several inducements or advantages to encourage copyright owners to register their works. Among these advantages are:

- Registration establishes a public record of the copyright claim.
- Before an infringement suit may be filed in court, registration is necessary for works of U.S. origin.
- If made before or within five years of publication, registration will establish prima facie evidence in court of the validity of the copyright and of the facts stated in the certificate.
- If registration is made within three months after publication of the work or prior to an infringement of the work, statutory damages and attorney's fees will be available to the copyright owner in court actions. Otherwise, only an award of actual damages and profits is available to the copyright owner.
- Registration allows the owner of the copyright to record the registration with the U.S. Customs Service for protection against the importation of infringing copies.

Berne Convention

The Berne Convention is an international copyright treaty established in 1886 (U.S. became a member in 1989) that requires countries to recognize copyrighted works of authors from other countries in the same way it recognizes works from its own authors. In addition to establishing a system of equal treatment among country signatories, Berne also requires member states to provide strong minimum standards for copyright protection.

PROTECT IP and SOPA Legislation Pending Before Congress

Comment Of Senator Patrick Leahy On Postponement Of The Vote On Cloture On The Motion To Proceed To The PROTECT IP Act

January 20, 2012

"I understand and respect Majority Leader Reid's decision to seek consent to vitiate cloture on the motion to proceed to the PROTECT IP Act. But the day will come when the Senators who forced this move will look back and realize they made a knee-jerk reaction to a monumental problem. Somewhere in China today, in Russia today, and in many other countries that do not respect American intellectual

property, criminals who do nothing but peddle in counterfeit products and stolen American content are smugly watching how the United States Senate decided it was not even worth debating how to stop the overseas criminals from draining our economy.”

Statement from Copyright Alliance RE: Postponement of Vote For Protect-IP Act

January 20, 2012

The Copyright Alliance applauds the leadership of members of Congress and their commitment to address the problem of digital theft of American intellectual property. Millions of artists and creators depend on the Internet, but are daily watching years of their work and investment disappear into the pockets of commercial offshore sites that pirate that work for their own financial gain. As outlined by the Administration last week, efforts to combat online piracy by foreign rogue websites must do so in a way that preserves free speech as well as the structure and security of the internet. Equally important is ensuring that independent artists and creators have access to meaningful remedies. Any approach that does not afford these independent and entrepreneurial artists the ability to address this problem will not adequately combat the mounting problem of rogue websites. We stand with leaders of Congress and the Administration who all agree that the status quo is unacceptable. We will continue to engage and we look forward to working with all constructive voices to find a meaningful legislative solution, with the understanding that any such solution must include meaningful remedies for independent artists and creators to effectively combat the mounting problem of rogue websites.

Senate abandons bill against online piracy

Five days before a critical vote, senators are abandoning a bill to punish piracy on the Web after an outpouring of online opposition to tinkering with Internet freedoms. Senate Democratic leaders still plan to vote next Tuesday on taking up the Protect International Property Act and supporters were scrambling to make changes before then to answer some of the critics, but it was questionable whether they had the 60 votes needed. Half-a-dozen of the 40 original co-sponsors of what is known as the PIPA bill withdrew their support Wednesday amid a one-day protest blackout by Wikipedia and other Web giants and a flood of emails to Capitol Hill offices that at times doubled normal volumes. When more than 7 million sign a petition on Google saying the Senate bill and its counterpart in the House would censor the Web and impose burden-some regulations on U.S. businesses, lawmakers listen. “The overwhelming in-put I’ve received from New Hampshire citizens makes it clear there are many legitimate concerns that deserve further consideration

before Congress moves forward with this legislation,” said Sen. Kelly Ayotte, who represents that state. She is among the senators who pulled back their support of the bill. Others included Republicans Orrin Hatch of Utah, Marco Rubio of Florida, Chuck Grassley of Iowa, Roy Blunt of Missouri and John Boozman of Arkansas. Nearly all cited the earful they are getting from constituents. “I can say, with all honesty, that the feedback I received from Arkansans has been overwhelmingly in opposition to the Senate bill in its current form,” Boozman said. Several Democratic co-sponsors also now say they oppose the bill as it is written.

Senate Majority

Leader Harry Reid, who as majority leader controls the Senate’s calendar, has resisted suggestions he put off the Tuesday vote. Reid and the bill’s main sponsor, Senate Judiciary Committee Chairman Patrick Leahy, also a Democrat, say it is too important to delay action on the legislation. Senate Republican leader Mitch McConnell of Kentucky on Thursday urged Democrats to shelve the bill for now, saying serious issues with the measure should be resolved before “prematurely” bringing it to the floor. Tennessee Rep. Marsha Blackburn, who was an early supporter of the House bill, said Thursday: “It’s clear that online piracy legislation in its current form is not workable. It’s time to scrap the bill and start over. I will continue to work with my colleagues to find the best possible solution to ensure the constitutionally guaranteed property rights of our nation’s innovators are protected.” The Senate bill, and the parallel Stop Online Piracy Act (SOPA) in the House, would allow the Justice Department and copyright holders to seek court orders against foreign websites that steal from American content creators. It would bar advertising networks and payment facilitators such as credit card companies from doing business with the offending websites. The bills have the strong support of the entertainment industry, which loses billions every year to foreign copyright violators and from industries such as pharmaceuticals battling sometimes harmful alternatives sold on the Internet. The opposition, as demonstrated by Wednesday’s protest, is led by Internet-related industries that say the bills will lead to censorship and lawsuits that will discourage budding Internet entrepreneurs. Democratic Sen. Ron Wyden, a leading opponent of the bills, said the groundswell of opposition showed that Americans understand that “while combating copyright infringement is important, you shouldn’t do extensive damage to the Net.” He said the protests Wednesday were historic: “In terms of communicating with government the country is never going to be the same.” The so-called blackout day of protest is an “abuse of power given the freedoms these companies enjoy in the marketplace today,” Christopher Dodd, chairman of the Washington-based Motion Picture Association of America, said in a Jan. 17 statement before the online action got under way. It’s a dangerous and troubling development when the platforms that serve as gateways to information intentionally skew the facts to incite their users in order to further their corporate interests,” said Dodd, a Connecticut Democrat who served three decades in the Senate.

Music in Film

How do filmmakers find the right song? They are assisted by Music Supervisors. A music supervisor is the person who is hired to combine the music and the visual media and to get the legal clearances to use the music in the project.

How do musicians find the right filmmaker or get their music into film? Artists and bands don't typically find a filmmaker. Instead, they have their music pitched to be considered for a project, much like a song-plugger will pitch a songwriter's song to be recorded by a major artist.

What are the legal issues in securing the rights to use the music? In order for a song to be used in a film/TV project, the music must be cleared for use on both the master license (actual recording of the song being used) and the publishing license (owners of the song). If the song has three writers and/or publishing companies, all parties must agree to the use, for the amount of money offered. If one party does not agree, it kills the deal, making it less likely to be pitched by a music supervisor in the future.

How do I get a music supervisor to pitch my music?

- * Find someone you trust to pitch your music.
- * Watch the show! Know your audience and what the music supervisor is using for music. If they are using metal/punk bands, don't send music from a singer/songwriter.
- * Give the music supervisor what they ask for and no more. If they ask for an up-tempo, don't send a ballad because you think it's perfect for the scene, that you haven't seen.
- * Don't send 5 songs if they ask for 2.
- * Deliver music as it is requested by the music supervisor. (Links, CDs etc)
- * Don't over-communicate. They have your music and info, if they need you, they will find you.
- * Label your music physically and digitally with your contact information!

Synchronization License For Use Of Musical Composition In Motion Picture

This agreement ("Agreement") made on _____, 20_____
by and between _____ ("Film Producer")
and _____
("Licensor(s)") the owner of rights in the musical composition ("Musical
Composition") described below do hereby set forth the following agreements:

1. **License:** Film Producer and Licensor(s), as owner of rights to the Musical Composition, grants a license to Film Producer to have the non-exclusive right to use the Musical Composition in the Film presently entitled _____ ("Motion Picture") and for synchronizing the Musical Composition with the action in the Motion Picture for distribution throughout the World ("Territory").

2. **Titles and Selections:** The following Musical Composition covered under this Agreement:

Musical Composition Title: _____

Writers: _____

Publisher: _____

3. **Rights Granted To Film Producer:**

a. Licensor(s) grants the non-exclusive right to synchronize the Musical Composition to the Film Producer for use on all prints of the Motion Picture in the Territory, including theatrical motion picture, video format and television. Film Producer is granted the right to use the Musical Composition in the use of all television trailers, preview trailers, or other forms of advertising or promotion associated with the Motion Picture. The term shall be for the entire life of the copyright of the Musical Composition including renewals and extensions. The Licensor(s) hereby grants to Film Producer a limited videogram license for purposes of manufacture in a video cassette cartridge or DVD, or other similar configuration for purposes of transmission of the Motion Picture for those performances authorized and set forth in this Agreement.

b. The right to use the names, likeness and a biography of the Writer in connection with the advertising, publicizing or sale of Motion Pictures manufactured therefrom.

c. Film Producer have the limited right to use the Musical Composition in the following matter. (describe amount of use, number of times used, type of use and any pre-approvals or restrictions for placement based on content): _____

4. **Rights Retained By Licensor(s):** Licensor(s) will retain all rights in and to the Musical Composition.

5. **Cue Sheets:** Film Producer agrees to furnish Licensor(s) a cue sheet of

the Motion Picture thirty (30) days prior to the first public exhibition of the Motion Picture and thirty (30) days prior to the first public exhibition on any television performance. Film Producer shall be responsible for providing cue sheets to any Free T.V, Pay T.V, Cable or any other company transmitting the performance of the Motion Picture (T.V. Station). In the event that Film Producer fails to provide such cue sheet to Licensor(s) or T.V. Station this license shall not become effective and shall be null and void. Performance royalties shall be paid directly to Licensor(s) through Licensor(s)'s respective performance rights society.

6. **Consideration :** In consideration of the amount of \$_____ and other value received and the agreements set forth herein, Licensor grants to Film Producer the rights set forth in this Agreement.

7. **Screen Credits:** Licensor shall be given a credit on all final prints, videotapes, DVDs etc. of the Motion Picture equal to other Licensees of the same position in accordance with industry standards for such credit which includes name of writer and the publisher of the Musical Composition and writer's performance rights society, if any.

8. **Assignment:** Film Producer shall have the right to assign this Agreement and all rights granted herein to a third party company that licenses or purchases any or all rights to distribute the Motion Picture.

9. **Jurisdiction:** Any and all actions under the law shall be instituted in a court of competent jurisdiction in the State of _____ and shall be deemed construed according to the laws of the State of _____.

10. **Warranty:** Licensor warrants it has the right to enter into this Agreement and indemnifies Film Producer for all claims against Film Producer that would be in breach of this warranty.

Producer By: _____
_____ Title
_____ Company Name:
Address: _____

Licensor(s):
By: _____

EXCLUSIVE SONGWRITING AGREEMENT

THIS AGREEMENT made and entered into as of the ____ day of _____, 20____ by and between NAME, (hereinafter individually referred to as "Composer") whose

address is _____, and COMPANY and its music publishing designees (hereinafter referred to as "Publisher"), whose address is c/o COMPANY ADDRESS ATTN.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and conditions herein contained, the parties mutually agree as follows:

1. SCOPE: Composer agrees to render Composer's exclusive services to Publisher solely as an author, composer, arranger and adaptor of musical compositions and other musical works (other than sound recordings) during the term hereof. Composer agrees not to write, compose, arrange, or adapt or acquire musical compositions or other musical works other than for Publisher during the term of this Agreement. It is of the essence of this Agreement that Composer devote the necessary time, attention, skill and energy to Composer's duties hereunder and to render Composer's services diligently and to the best of Composer's ability, to the end that the intent and purposes of this Agreement may be fully realized and achieved.

2. TERM: Composer shall render Composer's exclusive services, as above-described in paragraph 1 hereof, to Publisher for a term, commencing on the date hereof, and expiring in two (2) years. Notwithstanding anything to the contrary, Composer grants to Publisher two (2) additional and consecutive one-year option periods, each option period automatically exercised by the Publisher unless the Publisher notifies the Composer of its desire not to exercise an option period.

3. GRANT OF RIGHTS:

(a) Composer hereby irrevocably and absolutely assigns, conveys and grants to Publisher, its successors and assigns all of Composer's rights and interests of every kind, nature and description in and to the results and proceeds of Composer's services hereunder, including but not limited to the titles, lyrics and music of all musical compositions and other musical works and all arrangements of musical compositions in the public domain and all copyrights and renewals and extensions thereof under any present or future laws throughout the universe, which shall be written, composed or created by Composer prior to or during the term hereof, in whole or in part, alone or in collaboration with others, including those musical compositions listed on Schedule "A" attached hereto. Composer hereby warrants and represents that all such musical compositions, other musical works, arrangements, rights and interests shall at all times be Publisher's and Composer's exclusive property throughout the universe as the sole owners thereof, free from any adverse claims or rights therein by any other person, firm, corporation, or entity (all such musical compositions, other musical works and arrangements only to the extent written, composed or created by Composer are hereinafter sometimes referred to individually by the term "Composition" and collectively by the term "Compositions").

Without limiting the generality of the foregoing, Composer acknowledges that the rights and interests hereinabove set forth include Composer's irrevocable grant to Publisher, its successors and assigns, of the sole and exclusive right, license, privilege and authority throughout the entire universe with respect to the Compositions, as follows:

(i) to perform and license others to perform the Compositions publicly or privately, for profit or otherwise, by means of public or private performance, radio broadcast, television broadcast, or any and all other means or media, whether now known or hereafter conceived or developed;

(ii) to substitute a new title or titles for the Compositions or any of them and to make any arrangement, adaptation, translation, dramatization or transposition of any or all of the Compositions or of the titles, lyrics or music thereof, in whole or in part, and in connection with any other musical, literary or dramatic material and to add new lyrics to the music of any Composition, all as Publisher may deem necessary or desirable in its best business judgment, provided that, Publisher shall not authorize any changes to a Composition which would reduce royalties payable to Composer hereunder, or authorize any material or fundamental change to the title, music or lyrics of a Composition, except with respect to foreign translations, without the consent of Composer, such consent not to be unreasonably withheld;

(iii) to secure copyright registration and protection of the Compositions in Publisher's and Composer's wholly-owned publishing designee's names or otherwise, as appropriate, at Publisher's own cost and expense, and at Publisher's election, including any and all renewals and extensions of copyright under any present or future laws throughout the world, and to have and to hold said copyrights, renewals and extensions and all rights existing thereunder, for and during the full term of all said copyrights and all renewals and extensions thereof;

(iv) to make or cause to be made, and to license others to make, master recordings, phonorecords, transcriptions, sound tracks, pressings and any other mechanical, electrical or other reproductions of the Compositions, in whole or in part, in such form or manner and as frequently as Publisher shall determine, including the right to synchronize the Compositions with motion pictures and other visual mediums, and to use, manufacture, advertise, license or sell such reproductions for any and all purposes, including, without limitation, private and public performances, radio broadcast, television broadcast, sound motion pictures, wired radio, phonograph records and any and all other means or devices, whether now known or hereafter conceived or developed;

(v) to print, publish and sell, and to license others to print, publish and sell, sheet music orchestrations, arrangements and other editions of the Compositions in all forms, including, without limitation, the inclusion of any or all of the Compositions in song folios, compilations, song books, mixed folios, personality folios and lyric magazines with or without music; and

(vi) to have any and all other rights now or hereafter existing in all Compositions under and by virtue of any common law rights and all copyrights and renewals and extensions thereof including the so-called small performance rights.

(b) Composer grants to Publisher, without any compensation other than as specified herein, the perpetual right to use and publish and to permit others to use and publish Composer's and Composer's publishing designees names (including any professional name heretofore or hereafter adopted by Composer), Composer's

approved photograph or other likeness, or any reproduction or simulation thereof, and biographical material concerning Composer, and the titles of any and all of the Compositions, in connection with the printing, sale, advertising, performance, distribution and other exploitation of the Compositions, and for purposes of trade and advertising related to the music business of Publisher, its affiliated and related companies, or to refrain therefrom. Except with respect to grants heretofore made by Composer, this right shall be exclusive during the term hereof and non-exclusive thereafter. During the term hereof, Composer shall not authorize or permit the use of Composer's name or likeness, or any reproduction or simulation thereof, or biographical material concerning Composer, for or in connection with any musical composition other than by or for Publisher, except to the extent Composer has heretofore granted such rights. Composer grants Publisher the right to refer to Composer as Publisher's "Exclusive Songwriter and Composer" or to use any other similar and appropriate appellation, during the term hereof. Notwithstanding anything contained to the contrary in this paragraph 3(b), Composer shall have the right to approve any photograph or other likeness of Composer or any reproduction or simulation thereof and biographical material concerning Composer, provided that, any such item submitted to Composer for approval shall be deemed approved by Composer, unless Composer notifies Publisher of Composer's disapproval within five (5) business days after Publisher submits to Composer the applicable item(s) and in no case shall Composer unreasonably withhold approval.

(c) All rights herein granted shall vest in Publisher immediately upon creation of each Composition or any portion thereof.

(d) The extent of exploitation of any Composition, including but not limited to the publication of sheet music or other printed editions, or the decision to refrain therefrom, shall be entirely within the discretion of Publisher.

4. COMPOSER'S SERVICES:

(a) Composer shall prepare and deliver to Publisher completed manuscripts, lead sheets, or sound recordings of each Composition written, composed, arranged or adapted by Composer promptly upon completion thereof, and with respect to the Compositions written, composed or created prior to the term hereof promptly upon execution hereof. Upon delivery of each Composition, Composer and Publisher shall execute a separate Assignment of Copyright, in the form of Exhibit 1 annexed hereto, the provisions of which are incorporated herein and made a part hereof. In the event of any inconsistency between this Agreement and the Assignment of Copyright, this Agreement shall be controlling. Composer shall execute and deliver to Publisher any additional documents and instruments with respect to the Compositions as Publisher in Publisher's judgment may deem necessary or desirable to effectuate the intent and purposes of this Agreement or to evidence the rights granted to Publisher herein. Notwithstanding the foregoing, if Composer fails or is unable to execute such Assignment of Copyright, or other document or instrument not inconsistent with the terms hereof within ten (10) days after Publisher's request that Composer do so, Publisher shall be fully entitled to do so on Composer's behalf pursuant to the power-of-attorney hereby granted to Publisher (such power-of-attorney being coupled with an interest and therefore irrevocable), and said Assignment of Copyright, document or

instrument thereupon shall be fully valid, effective and operative as if personally executed by Composer. Publisher shall furnish to Composer a copy of any document signed by Publisher on Composer's behalf, promptly after Composer's request therefore.

(b) In the event Composer shall, during the term of this Agreement, collaborate as a writer, composer, arranger or adaptor of musical compositions with any person(s), that portion of the resulting work written, composed or created by Composer shall be a Composition and subject to the terms of this Agreement

(c) Composer shall from time to time during the term hereof, at Publisher's reasonable request, and whenever same will not unreasonably interfere with prior professional engagements of Composer, appear for photography, artwork and other similar purposes under the direction of Publisher or its duly authorized agent, appear for interviews and other promotional purposes, and confer and consult with Publisher regarding Composer's services hereunder. Composer shall also cooperate with Publisher, during the term hereof, in promoting, publicizing and exploiting the Compositions and for any other reasonable purpose related to the business of Publisher (e.g., traveling for the purpose of collaborating as a writer, composer, arranger or adaptor of musical compositions with other persons). Composer shall not be entitled to any compensation (other than applicable union scale if appropriate) for rendering such services. Any and all approved expenses incurred by Publisher attributable to this paragraph 4(c) shall be recoupable from Composer's royalties or other payments hereunder.

(d) Composer acknowledges that the services to be rendered by Composer hereunder are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that a breach by Composer of any of the material provisions of this Agreement will cause Publisher great and irreparable injury and damage. Composer expressly agrees that Publisher shall be entitled to the remedies of injunction and other equitable relief to prevent a breach of this Agreement or any provision hereof, which relief shall be in addition to any other remedies, for damages or otherwise, which may be available to Publisher.

(e) Publisher shall have the right to collect (or authorize others to collect) Composer's share of all monies payable with regard to the Compositions pursuant to the Audio Home Recording Act, 17 U.S.C. § 1001 et seq. ("AHRA Monies"), and Composer hereby assigns said AHRA Monies to Publisher. Publisher shall recoup all advances, if any, from the AHRA Monies and account for and pay to Composer 100% of the balance thereof in accordance with paragraph 7 below.

(f) Composer shall execute and deliver to Publisher contemporaneous with the execution hereof, the letter of direction to ASCAP or the letter of direction to BMI, whichever is applicable, and the general letter of direction attached hereto.

5. ROYALTIES: In consideration of the services to be rendered by Composer hereunder and the rights acquired and to be acquired by Publisher hereunder, Publisher shall credit Composer's account with the following royalties based on the Compositions:

(a) Fifty percent (50%) of any and all Net Sums actually received by Publisher in the United States or credited to Publisher's account against prior advances from the exploitation in the United States by licensees of print rights, mechanical rights, electrical transcription and reproduction rights, motion picture and television synchronization rights, dramatization rights and all other rights therein whether now or hereafter known [except public performance rights, which are covered in (b) below].

(b) Composer shall receive Composer's so-called "writer's share" of public performance royalties throughout the world directly from the performing rights society with which Composer is affiliated. Notwithstanding the foregoing, and without limiting any of Publisher's rights under this Agreement, if and to the extent that the performing rights society with which Composer is affiliated shall be precluded or prohibited from licensing small performing rights by legislation, court judgment decree or otherwise, Publisher or Publisher's designee shall have the exclusive right to license such performance rights for the Compositions and to receive and collect all fees, royalties and/or other monies derived therefrom, and fifty percent (50%) of any Net Sums so received in the United States by Publisher or credited to Publisher's account against a previous advance attributable to the Compositions shall be paid to Composer as the "writer's share" subject to the provisions hereof.

(c) Fifty percent (50%) of any and all Net Sums actually received by Publisher in the United States or credited to its account against prior advances from, the exploitation of the Compositions in countries outside of the United States [other than public performance royalties, which are covered in (b) above], whether from collection agents, licensees, subpublishers or others. If Publisher shall be unable to receive payment in United States dollars in the United States respecting any exploitation of the Compositions due to so-called "blocked currency" laws or other foreign regulations, royalties otherwise payable to Composer hereunder shall not be credited to Composer's royalty account. In such event, however, Publisher shall instruct its subpublisher for such country to exert best efforts to accept such payments in foreign currency, and to deposit in Composer's name in a foreign bank or other depository selected by Composer, at Composer's expense, such portion thereof as would have been payable to Composer hereunder if such funds had been received by Publisher in the United States. If Publisher's subpublisher is able to accomplish such deposit, Publisher shall thereafter promptly notify Composer thereof, which notification shall fulfill Publisher's payment obligations hereunder respecting such sums.

(d) Publisher shall not be required to pay any royalties on professional or complimentary printed copies of records or on printed copies of records which are distributed gratuitously to performing artists, orchestra leaders and disc jockeys or for advertising, promotional or exploitation purposes, except to the extent that Publisher shall be paid therefore. Furthermore, no royalties shall be payable to Composer on consigned copies unless paid for, and not until such time as an accounting therefore can properly be made.

(e) The term "Net Sums" shall mean the gross sums derived from the Compositions (i.e., Composer's contribution only) reduced by administration fees charged by unrelated third party publishing administrators, if any, collection fees

actually charged by any collection agent society, subpublisher or organization or reasonable legal fees, court costs, accounting fees or other direct costs incurred by Publisher in the collection of such sums and further reduced by direct, reasonable, out-of-pocket administrative and exploitation expenses of Publisher (excluding general overhead) with respect to the Compositions, including, without limitation, travel costs (to the extent not otherwise recouped from Composer's royalties hereunder), registration fees, advertising expenses approved by Composer and promotion expenses approved by Composer directly related to the Compositions, demo costs directly related to the Compositions (to the extent not otherwise recouped from Composer's royalties hereunder), the cost of transcribing for lead sheets, and reasonable attorneys' fees, if any, actually paid by Publisher for any agreements (other than this Agreement) affecting solely the Compositions.

(f) Publisher shall have the right to withhold from the royalties payable to Composer hereunder Composer's prorata share of such amount, if any, as shall be required under the provisions of any applicable Federal, State and other tax laws and regulations and Composer agrees to execute such forms and other documents as may be required in connection therewith.

(g) Composer shall not be entitled to share in any advance payment, guaranteed payments or minimum royalty payments which Publisher shall receive in connection with any subpublishing agreement, collection agreement, licensing agreement or other agreement covering the Composition or any of them, unless the advance, guarantee or minimum royalty is paid specifically for Compositions.

(h) Except as herein expressly provided, no other royalties or monies shall be paid to Composer.

(i) In the event Composer receives any monies (other than the so-called "writer's" share of public performance royalties) derived from the use or licensing of the Compositions, Composer shall promptly forward such monies to Publisher to be administered under the terms and conditions of this Agreement.

6. ACCOUNTING: Publisher agrees that it will render to Composer within ninety (90) days after the close of each regular semi-annual accounting period of Publisher in which royalties are accrued hereunder, a statement showing all sales and royalties and the sources thereof earned by Composer during such accounting period, and will pay at the same time all sums shown to be due to Composer less the amounts of any advances which had been previously paid to Composer by Publisher hereunder and any other sums owed to Publisher by Composer hereunder provided that, Publisher shall be obligated to pay royalties hereunder only with respect to sums actually received by Publisher or credited to Publisher's account against a prior advance. All royalty statements and other accounts rendered to Composer hereunder will be binding upon Composer unless specific objection in writing, stating the basis thereof, is received by Publisher within two (2) years from the date rendered, in which event such statement shall be binding in all respects except for those specifically stated in such written objections. Composer shall be barred from instituting or maintaining any action, audit or proceeding of any kind or nature with respect to any statements rendered hereunder

unless such is commenced within one (1) year after delivery of such written objection by Composer to Publisher. Composer and any attorney or certified public accountant designated by Composer shall have the right to examine and inspect Publisher's books and records with respect to the Compositions at Publisher's principal office upon reasonable prior notice during normal business hours and at Composer's sole expense. Any audit shall be limited to the then most four (4) current accounting periods and no statement, including the books and records pertaining thereto, shall be reviewed and/or audited more than once.

7. WARRANTIES AND REPRESENTATIONS: Composer represents and warrants:

(a) The Compositions are or will be new and original and will not infringe upon or unfairly compete with any other works, compositions, arrangements or material, and will not violate, invade, infringe upon or interfere with any rights of any third party.

(b) Composer has the full right, power and authority to make this Agreement, perform its terms and conditions, grant the rights herein granted to Publisher, furnish Composer's services and render performances hereunder, and to vest in Publisher all the rights as provided in this Agreement free and clear of all claims, rights and obligations whatsoever.

(c) The exercise of Publisher's rights in and to each of the Compositions, including the copyrights therein, will not violate or conflict with or unfairly compete with the rights of any third party, and there does not now and will not hereafter exist any meritorious claim by a third party in or to any of the Compositions and no third party has or will have any conflicting rights in and to any of the Compositions.

(d) Composer has heretofore executed or will execute an agreement with BMI or ASCAP. Composer shall not be entitled to collect any portion of total public performance royalties with respect to the Compositions designated by such performing rights organization as the publisher's share of such total public performance royalties. Composer agrees to give written notification to Publisher of any execution, termination, modification or extension of said agreement within ten (10) days of any such event.

8. INSTIGATION OF LEGAL PROCEEDINGS: Publisher shall have the exclusive right to take such action as it deems necessary, either in Composer's and Composer's publishing designee's names or in Publisher's own name or in all such names, against any third party to protect all rights and interests acquired by Publisher hereunder. Composer shall cooperate fully with Publisher in any controversy which may arise or litigation which may be brought against a third party concerning Publisher's rights and interests acquired hereunder. Publisher shall have the right, in its discretion, to employ attorneys and to institute or defend against any claim, action or proceeding, whether for infringement of copyright or otherwise, and to take any other necessary steps to protect the right, title and interest of Publisher in and to each Composition and, in connection therewith, to settle, compromise or in any other manner dispose of any such claim, action or proceeding (subject to Composer's prior approval, such approval not to be unreasonably withheld) and to satisfy or collect on any judgment which may be rendered. If Publisher shall recover on a judgment or as a result of a settlement in connection with any claim, action or proceeding for copyright infringement initiated by

Publisher with respect to a Composition, all of Publisher's expenses (excluding general overhead) in connection therewith, including, without limitation, reasonable attorneys' fees and other costs, shall first be deducted, and fifty percent (50%) of the net proceeds shall be credited to Composer's account.

9. INDEMNITY: Composer hereby indemnifies, saves and holds Publisher, its licensees, successors and assigns, harmless from any and all liability, claims, demands, loss and damage (including reasonable attorneys' fees and court costs) arising out of or connected with any breach or default by Composer hereunder, or any claim or action by a third party which is inconsistent with any of the warranties, representations or agreements made by Composer in this Agreement, and which results in a final judgment in a court of competent jurisdiction or settlement entered into with Composer's prior written consent, which such consent shall not be unreasonably withheld. Composer shall reimburse Publisher, on demand, for any loss, cost, expense, or damage to which said indemnity applies or at Publisher's election, Publisher may withhold such sums from royalties or any other payments otherwise due Composer hereunder or under any other agreement between Composer and Publisher or an affiliated or related company. Publisher shall give Composer prompt written notice of any claim or action covered by said indemnity, and Composer shall have the right at Composer's expense, to participate in the defense of any such claim or action with counsel of Composer's choice. Pending the disposition of any such claim or action, Publisher shall have the right to withhold payment of such portion of any monies which may be payable by Publisher to Composer under this Agreement or under any other agreement between Composer and Publisher or an affiliated or related company, as shall be reasonably related to the amount of the claim or action and estimated reasonable attorneys' fees and costs in connection therewith; provided that, Publisher shall release to Composer any sums being withheld as a result of a claim upon Composer delivering to Publisher an indemnity or surety bond in a form reasonably satisfactory to Publisher, which shall cover the amount of the claim and estimated reasonable attorneys' fees and costs. Notwithstanding the foregoing, if Composer shall withhold approval of any third party settlement or compromise which Publisher is willing to make upon advice of counsel and in its best business judgment. Composer shall thereupon deliver to Publisher an indemnity or surety bond, in a form reasonably satisfactory to Publisher, which shall cover the amount of the claim and estimated reasonable attorneys' fees and costs, and if Composer shall fail to deliver such bond within ten (10) days, Composer shall be deemed to have approved of said settlement or compromise.

10. SUSPENSION: Publisher may, at Publisher's election, by notice to Composer, terminate the term of this Agreement or suspend Publisher's obligations hereunder and the then current term of this Agreement in the event in Publisher's good faith, business judgment Composer is failing to devote the necessary time, attention, skill and energy to Composer's endeavors as a songwriter and composer, Composer is failing to render Composer's services diligently and to the best of Composer's ability, or Composer becomes physically or mentally incapacitated for a period of at least sixty (60) consecutive days, such suspension to be for the full duration of any such contingency.

11. CURE PROVISION: As a condition precedent to any assertion by Publisher, including, without limitation, with respect to paragraph 11 above, or Composer that the other is in

default in performing any obligation contained herein, the party alleging the default must advise the other in writing of the specific facts upon which it is claimed that the other is in default and of the specific obligation which it is claimed has been breached and said other party shall be allowed a period of thirty (30) days after receipt of such written notice within which to cure such default. The parties agree that no breach of any obligation shall be deemed to incurable during such thirty (30) day period. Notwithstanding the foregoing, Publisher may obtain immediate injunctive or other equitable relief to address or prevent any breach by Composer hereunder.

12. DEMONSTRATION RECORDINGS: The costs associated with all demonstration recordings of the Compositions to the extent approved by Publisher shall be paid by Publisher, and fifty percent (50%) of such costs shall be chargeable against and recoupable from Composer's royalties or other sums otherwise payable hereunder or under any other agreement between Composer and Publisher or an affiliated or related company. Composer shall not incur any expenses associated with such demonstration recordings without Publisher's consent. To the extent the costs associated with a demonstration recording of a Composition exceed the amount approved by Publisher due to the acts or omissions of Composer or with Composer's participation, and Publisher pays such excess (which Publisher has no obligation to do) one hundred percent (100%) of such excess paid by Publisher shall be chargeable against and recoupable from Composer's royalties or other payments hereunder. All demonstration recordings of the Compositions, including without limitation, the copyright therein, shall be owned by Publisher. Notwithstanding anything to the contrary contained herein, Publisher shall not commercially exploit any demos without Composer's prior consent, such consent not to be unreasonably withheld, in which event any monies derived therefrom shall be deemed Net Sums hereunder.

13. ASSIGNMENT: In view of the personal nature of the services to be rendered by Composer hereunder, neither this Agreement nor any of Composer's rights or obligations hereunder shall be assigned or delegated by Composer. Any assignment or delegation, or purported assignment or delegation by Composer shall be null and void and of no legal force or effect. Publisher shall have the right to assign this Agreement, or any of its rights hereunder, in whole or in part, and to delegate its obligations only upon the express provision that Publisher's assignee agrees to be bound by all of the obligations undertaken by Publisher hereunder, unless Publisher remains liable for such obligations.

14. NOTICES: All notices given hereunder by either party to the other, excluding accounting statements, shall be transmitted in writing by United States registered mail or certified mail, return receipt requested, to the parties' addresses set forth above or to such other address as a party shall designate by notice to the other. All notices and accountings shall be deemed given upon the date of deposit thereof in the United States Mail, except notices of change of address shall be effective only after actual receipt thereof.

15. MISCELLANEOUS:

(a) In the event either Publisher or Composer receives funds in error which should have been sent to the other party, the party so receiving such funds in error shall

immediately, within ten (10) days after discovery of such error or upon request from either party, whichever is sooner, pay over such funds to the proper party.

(b) The termination of Composer's exclusive services hereunder shall not in any way affect the respective rights and obligations of Composer and Publisher with respect to the Compositions.

(c) In the event of a dispute between the parties hereto arising out of a breach, or alleged breach of this Agreement, which dispute results in litigation, the losing party shall pay in addition to any other relief awarded the other party's costs of litigation, including but not limited to reasonable attorneys' fees.

(d) Except as otherwise specifically set forth herein to the contrary, whenever Composer has a right of approval or consent hereunder, such approval or consent shall not be unreasonably withheld, and shall be deemed given if Publisher has not received notice from Composer, that Composer does not approve or consent, within five (5) business days after Publisher has given notice to Composer requesting such approval or consent.

(e) Composer expressly waives any "moral rights" in and to the Compositions, which may now or hereafter exist under any law, other governmental regulation or judicial decision throughout the world.

16. ENTIRE AGREEMENT:

(a) This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof, and any and all prior or contemporaneous negotiations, understandings, agreements, representations, warranties, inducements or the like being superseded by or merged into this Agreement. No modification, amendment, waiver, termination or discharge of this Agreement or any of the terms or provisions hereof shall be binding unless reduced to a written instrument signed by Composer and a duly authorized representative of Publisher. No waiver by either party, unless otherwise specified in this Agreement, of any term or provision hereof or of any default hereunder shall affect the parties respective rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether similar or dissimilar. Nothing contained herein shall be deemed to violate any applicable provisions of any applicable statute, law or ordinance, but in the event that a court, or other legally constituted body, of competent jurisdiction shall determine that there is a conflict between any provision hereof and any statute, law or ordinance, the latter shall prevail, and the applicable provision or provisions hereof shall be deemed modified and curtailed only to the extent necessary to eliminate such conflict, and as so modified, this Agreement shall continue in full force and effect.

(b) This Agreement shall be binding on Composer's legal heirs and representatives to the extent necessary to effectuate the terms hereof.

17. CONTROLLING LAW: This Agreement shall be deemed to have been made in the State of Tennessee, the venue for any action or proceeding brought by either party hereto against the other shall be in the County of Davidson in said State, and the validity,

construction and legal effect of this Agreement shall be governed by the laws of the State of Tennessee applicable to agreements entered into and wholly performed therein.

18. LEGAL REPRESENTATION: Composer hereby acknowledges that Publisher has encouraged Composer to be represented by legal counsel chosen by Composer with respect to the negotiation, legal effect and meaning of this Agreement Composer acknowledges that Composer has either been so represented or has knowingly and voluntarily chosen not to do so, and has been given adequate opportunity to be so represented.

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

Publisher:

By: _____
An Authorized Signatory

Composer:

SSN:

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Before me, a Notary Public of the State and County aforesaid, personally appeared, NAME, the within named Composer(s), with whom I am personally acquainted, and who acknowledged that he executed the foregoing Exclusive Songwriting Agreement for the purposes therein contained.

WITNESS my hand and official seal at _____, on this ____ day of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

EXHIBIT 1
ASSIGNMENT OF COPYRIGHT

FOR AND IN CONSIDERATION of the sum of one (\$1.00) dollar and other good and valuable consideration, receipt of which is hereby acknowledged, and the mutual covenants, promises and undertakings set forth in the EXCLUSIVE SONGWRITER AGREEMENT ("Agreement") between the parties, the undersigned composer does hereby irrevocably sell, assign, transfer, convey and set over to _____ MUSIC, its successors and assigns, one hundred percent (100%) of undersigned's right, title and interest in and to the following composition(s):

Composition Title(s)	Writer(s)	Writer(s) Shares
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The within assignment, transfer and conveyance includes, without limitation, the lyrics, music and title of said composition(s), and all works derived therefrom, the United States and worldwide copyright therein, and any renewals or extensions thereof, and any and all other rights that the undersigned now has or to which the undersigned may become entitled under existing or subsequently enacted federal, state, or foreign laws, including, without limitation, the following rights: to reproduce the compositions (s) in copies of phonorecords, to prepare derivatives works based upon the compositions(s), and to perform and display the compositions(s) publicly. The within grant further includes any and all causes of action for infringement of the compositions(s), past, present and future, and all the proceeds from the foregoing accrued and unpaid and hereinafter accruing. Notwithstanding the foregoing, this Assignment of Copyright is subject to the terms and conditions contained in the Agreement.

IN WITNESS WHEREOF, this assignment of copyright is executed effective as of the ____ day of _____, 20____.

Signed: _____
Name: _____
Social Security Number: _____

ACKNOWLEDGEMENT

State of _____
County of _____

Personally appeared before me, a Notary Public in and for the State and County aforementioned, _____, with whom I am personally acquainted, and who acknowledged that he/she executed the foregoing Assignment of Copyright for the purpose therein contained.

Witness my hand and official seal at _____, _____ on this day _____ of _____, _____.

Notary Public
My Commission Expires: _____

MECHANICAL LICENSE

Date:

From:

To:

DESCRIPTION OF MUSICAL WORK

Composition:

Author(s)/Composers:

Administrative Percentage/Publishers:

DESCRIPTION OF RECORDING

Artist/Group:

Product Title:

Release Date:

Playing Time:

Label:

Territory:

ISRC Code:

Product Code

<u>Media</u>	<u>Royalty Rate</u>	<u>Basis</u>
CD	0.091	statutory

THIS LICENSE DOES NOT INCLUDE DIGITAL PHONORECORD DELIVERY RIGHTS. PUBLISHER
REQUIRES 2 COPIES OF PRODUCT FOR COPYRIGHT REGISTRATION.

We acknowledge receipt of a copy hereof: _____

By: _____

Authorized Signatory

By: _____

Authorized Signatory

MECHANICAL LICENSE TERMS AND CONDITIONS

1. In return for the grant of the non-exclusive license hereinafter contained, you hereby agree to comply with all applicable provisions of the Copyright Laws of the United States (17 U.S.C. Section 101 et. seq.) except that you agree to account and pay the applicable statutory rate for each phonorecord made and distributed pursuant to this license quarter-annually, within forty-five (45) days after the end of each quarter-annual period. This license may not be assigned by Licensee.
2. In the event that the compulsory license royalty rate is adjusted pursuant to the Copyright Law, the royalty rate provided herein shall be automatically adjusted in the same ratio as the adjustment of the statutory license rate, and said adjusted royalty shall be paid with respect to each phonorecord made or distributed pursuant to this license on or after the effective date of the new compulsory license rate.
3. You do hereby further agree that should you fail to comply with your obligations as set forth in 17 U.S.C. Section 101 et. seq., except as expressly modified herein, or in any manner violate the terms of this agreement or deviate from the scope of the rights herein contained, Licensor shall have all rights and remedies provided the proprietor of a copyright against unauthorized use set forth in 17 U.S.C. Section 101 et. seq.
4. In the event you fail to account and pay royalties as herein provided, Licensor may give written notice to you that, unless the default is remedied within thirty (30) days from the date of the notice, this license will be automatically terminated. Such termination shall render either the making or the distribution, or both, of all phonorecords for which royalties have not been paid, actionable as acts of infringement under, and fully subject to the remedies provided by the Copyright Act.
5. With respect to phonorecords, the right of use granted hereunder is limited to the manufacture and distribution of the phonorecord(s) herein specifically described solely in the United States, its territories and possessions, and shall not be subject to set-off or recoupment with regard to any other license or use. Unless otherwise provided herein, you agree to pay to Licensor for each phonorecord manufactured and distributed under the authority of this license, the statutory rate in effect at the time of distribution.
6. You hereby agree that Licensor shall have the right to conduct audits of your books and records as same relate to the use of the composition herein identified, provided that Licensor provides you with reasonable notice of its intent to audit not less than thirty (30) business days prior to such audits, and said right of audit of your books and records, which you warrant will be made available, may be exercised not more than once during any calendar year and not more than once per statement with respect to royalty statements rendered in accordance with paragraph 1 above, within three years of Licensor's receipt of said statements.
7. Licensor warrants and represents that it is the rightful owner or assignee of the owner of the rights herein conveyed. Licensee warrants and represents that it is the rightful owner or lawful assignee of the master recordings to be made and distributed pursuant to this license.
8. A waiver by Licensor of any term or condition of this license, in any instance, shall not be deemed or construed as a waiver of such condition for the future or of any subsequent breach thereof. All remedies, rights and obligations contained in this license shall be cumulative, and none of them shall be in limitation of any other remedy, right, or obligation of Licensor or Licensee.

MUSIC INDUSTRY WEBSITES

ASCAP.com

BMI.com

SESAC.com

NMPA.com

Harryfox.com

SoundExchange.com

RIAA.com

CCLI.com

Grammy.com