

This is the collaboration agreement we use. We made it up ourselves and do not claim it is perfect. Often, we don't sign one of these, but the principles are discussed and understood.
Write On! P&P

COLLABORATORS' AGREEMENT/SONGWRITING

This agreement is entered into for the purpose of jointly writing a song entitled “ _____ ”

We, the undersigned, agree to collaborate in writing the aforementioned song with the following understandings:

- 1) We agree that no expense shall be incurred in the preparation or presentation of this song without our unanimous consent.
- 2) We agree that if expenses are incurred, each of the writers shall be responsible for an equal percentage of the expense.
- 3) We agree that the song was written in equal shares of words and music by each of us and we agree to divide equally any and all songwriter's royalties we may receive from the sale or promotion of this song.
- 4) We agree that this collaboration has no effect on any collaborative efforts on other songs.

5) We agree that no changes may be made in the lyric and melody without the unanimous consent of the writers, except in the case of an imminent commercial recording where time does not allow for consultation among the writers.

6) We agree to keep each other advised of any change of address or phone number, so that we can contact each other to transact any business necessary for this song. If communication sent by registered mail to a last known address is returned undeliverable, the rest of the parties can act without the knowledge or consent of the missing party/ies. Any moneys that come due to the missing party will be held in an escrow account in their name. Seven years after a party is missing, his or her moneys will be equally divided among those who are still in contact.

7) We agree that if a dispute should arise over this agreement, we will submit it to arbitration by a lawyer of unanimous choice or by the American Arbitration Association.

8) We agree in the event of the death of one or any of the parties to this Agreement, all rights and percentages of the deceased of the composition stipulated in this Agreement shall pass to the heirs as designated in the will of the deceased. In the absence of a will, all rights of the deceased shall pass to the nearest next of kin of the deceased.

NOTE: For the signature page, we ask for the Social Security number (tricky in this age of identity theft, but it may be the only way to find that person if you get a cut on the song 10 or 12 years from now—or 35 years from now when you want to recapture the song from the publisher). We ask for the year of birth to fill out the copyright registration form. Emails change, but if someone has a web site, that URL will probably stay the same.

Name (PRINT)

SS#

Address

Year born

Phone/Fax:

Email/website:

SIGNATURE: _____ DATE: _____

Name (PRINT)

SS#

Address

Year born

Phone/Fax:

Email/website:

SIGNATURE: _____ DATE: _____

Here are some helpful hints to make your collaborations positive experiences:

“The trick to having good ideas is to have a lot of them and throw out the bad.” - Linus Pauling

Getting the Flow Going:

In the early stages of creating

IGNORE ALL BARRIERS AND SELF-IMPOSED LIMITATIONS

MAKE NO EVALUATIONS—NO NOES!

All ideas are good (for now)

Stay positive

Have fun!

Rules of the Game:

Everyone is respected equally

Everyone shares equally in expenses, income, and responsibility

If you agreed to it, you wrote it!

We work until everyone is satisfied it's the best we can do

GOOD WORDS to use when making suggestions—or what to say (besides “NO”) when your collaborator offers a line you don’t particularly like:

Or

What if

And

How about

Suppose

Yes, and

Also

Why not

Another idea

Let's try

Also, silence is a good response! Much better than a “no.” Keep the ideas flowing and when the “yes” comes, there will be no doubt about it.