

COLLABORATOR'S AGREEMENT

This agreement is entered into on _____, for the purpose of jointly writing a song now entitled:

We the undersigned, agree to collaborate in writing the aforementioned song with the following understanding, to which we agree:

1. We agree that no expenses 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 a percentage of the expense. That percentage shall be in the same proportion of net profits to which each writer is entitled.
3. We agree to divide any and all net profit we may receive from the sale or promotion of this song in the following percent proportions:

_____ (writer)	_____ (%share)

4. We agree that if, at any time before this song is placed with a publisher, producer or similar song promoter, any writer is dissatisfied with the collaboration on this song for whatever reason, he/she may withdraw his/her collaborative contribution freely, provided that he/she shall have no claim to or rights in any subsequent collaboration on this song.
5. We agree that this collaboration has no effect on any collaborative effort other than on this song.
6. All the writers further agree that all writers (and their representatives) are granted full power of attorney to assign any and all rights, grant any licenses, or any other unforeseen legal matter related to this collaboration in the event that one or more of the collaborators are unavailable to give approval for any period longer than _____ days.
7. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

Signatures

Addresses

_____	_____
_____	_____
_____	_____
_____	_____

Disclaimer

By using this service you understand that this contract and any forms on this site are examples, and should not be used for anything other than serving as a reference guide for the format of such forms or as guidelines for your own needs. That said, these forms are all being used in the real world, but we are not lawyers and always suggest you seek your own counsel to make sure all your needs are met.

Instructions/Explanations

Contract Date - This may be back dated if you started the song before today and don't have an agreement already. In fact, it is almost always back-dated since at least part of a song is written before the title, lyrics, or music is complete.

Song Title - This is the title the day this form is filled out. The title may change so you can either fill out a new version or simply add a supplemental page noting the change, signed by all parties.

Clause 1 states that no money can be spent without unanimous approval. This is important if you spend money on a studio or players. Items like postage are covered by this as well, but in the real world would just be absorbed by one or more of the writers informally.

Clause 2 states that if any authorized expenses are incurred, the writers are responsible in the same proportion as listed in Clause 3.

Clause 3 states who the authors are and what percentage of the songs credit they are given. Each writer by default is given an equal percentage of the song credits. You may want to change these percentages if one or more writers did more or less contributing. For instance, the lyrics may have been written by two writers, but the music was only written by one writer (who also was one of the lyricists). You may decide that the writer who contributed music and lyrics gets 67% of the credits and the lyricist gets the other 33%. There is no right number, and you should explicitly enter a percentage to avoid any future disagreement or misunderstanding.

Clause 4 allows any writer the ability to leave the partnership and take their contribution with them. It also states that the writer leaving has no future claim to the song. This agreement should be amended or recreated in the unlikely event that a writer leaves, or another collaborator is added.

Clause 5 states that this agreement is only for this song. That is implicit in most peoples minds, but being written down clarifies any possible issues related to the scope of this agreement.

Clause 6 helps prevent the problem of not being able to locate one or more of the collaborators when an opportunity to place a song arises. One of the more common problems with songwriting is the time it takes to get a song published or placed. Many times a writer moves or loses touch and this can prevent you from placing the song. A reasonable time frame is 30 days, you may want to add more time, but you risk losing the placement if the delay is long.

Clause 7 deals with disputes. No one likes to think that their partnership will have a dispute, and fortunately most don't. In the event there is a dispute, the easiest way to handle it is with binding arbitration. This is usually the cheapest and fastest way to resolve any issues. This contract uses the International Chamber of Commerce Rules of Arbitration which is accepted internationally.