

SONGWRITER SPLIT AGREEMENT

Agreement dated this 10 day of November , 2018, by Veteran and Songwriter(s) (the “Songwriters”).

RECITALS

A. The Songwriters have jointly written musical Composition(s) entitled Song Name (the “Compositions”);
and

B. The parties wish to memorialize their agreement regarding the shares and ownership of the Compositions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for good and valuable consideration, the sufficiency and receipt of which are hereby mutually acknowledged, the parties agree as follows:

1. Subject to the terms and provisions of this Agreement, the Songwriters are joint owners of the copyright of the Compositions as that term is defined under the Copyright Act, 17 U.S.C. §101 et. seq., of all rights conferred by copyright law and common law.

2. Songwriting credit of the Compositions shall be listed as follows:

 Music by Veteran and Songwriter

 Lyrics by Veteran and Songwriter

3. Net income generated and received from the Compositions shall be distributed as follows:

 percent (50%) to **Veteran** .

 percent (50 %) to **Songwriter** .

4. Net income means all income from any source generated and received from the Compositions minus expenses incurred in connection with the administration of the Compositions including without limitation, copyright registration fees, and attorney’s fees in connection with the protection and exploitation of the Compositions.

5. **Veteran & Songwriter** shall be the exclusive administrator of the Compositions and shall make all decisions regarding exploitation of the Compositions, including, without limitation, issuing licenses and approving arrangements, in connection with requests for the use of the Compositions. No Songwriter will sell, transfer, or otherwise assign the Copyright in the Compositions without consent from Veteran & Songwriter

6. _____CD Baby Publishing_____ will collect all income earned by the Compositions and distribute to each writer his/her share of the net income as set forth above, provided that each Songwriter will receive his/her so-called “writer’s share” of any public performance income earned by the Compositions directly from his/her performing rights society and _____ CD Baby Publishing._____ will pay each Songwriter his/her pro rata share of the so-called “publisher’s share” of any public performance income received by _____ CD Baby Publishing._____.

7. This Agreement sets forth the entire understanding of the parties and cannot be amended, terminated or rescinded except by an instrument signed by both parties.

8. If any part hereof shall be invalid or unenforceable it shall not affect the validity of the balance of this Agreement.

9. This Agreement shall be governed by and construed under the laws of the State of Illinois applicable to agreements made and wholly performed therein.

10. Any dispute arising out of this Agreement shall first be submitted to non-binding mediation with Lawyers for the Creative Arts’ Patricia Felch Arts Mediation Service in Chicago, Illinois, www.law-arts.com, or any other mutually agreed upon mediator. If a final resolution is not reached regarding all disputes, the unresolved disputes shall be submitted to binding arbitration before the American Arbitration Association in Chicago, Illinois, and shall be conducted in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

AGREED:

Veteran

Songwriter(s)