

COMPOSER AGREEMENT - Blank

AGREEMENT (“Agreement”) made as of the ___21___ day of ___May___, 2017, between Warrior Songs, Inc., a Wisconsin not-for-profit corporation, PO Box 8805 Madison, WI 53708 (“Warrior Songs”) and _____ **Your Name Here** _____ (“Songwriter”).

RECITALS

A. Warrior Songs has created a program known as the “Warrior Songs Story to Song” Program, which facilitates collaboration between a military veteran and a profession songwriter (the “Program”). For the Program, Warrior Songs collects submissions of original works created by military veterans, such as stories, letters, poems, drawings, oral histories, lyrics, paintings, sculptures, or another type of work (“Submission”) and pairs the Submission with an experienced and professional songwriter who will create an original song based on, incorporating, or inspired by the Submission (the “Song”).

B. Songwriter wishes to participate in the Program, collaborate with a veteran, and compose a Song for the Program upon the terms and provisions set forth below.

In consideration of the compensation set forth below, the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Songwriter’s Participation: Songwriter agrees to compose an original Song to Warrior Songs for consideration for the Program. Songwriter understands that Warrior Songs will match a Submission with Songwriter who will compose an original Song based on, inspired by, or incorporating the Submission as the Songwriter in his/her sole discretion chooses.

2. Ownership: The author of the Submission (“Author”) and Songwriter shall be joint authors of the Song and of all rights in and to the Song, including without limitation the copyright, **Your Name Here** shall have 50% ownership (50% Music and 50% Lyrics) and **Veteran** shall have 50% ownership (50% Music and 50% Lyrics)

3. Compensation: Songwriter acknowledges and agrees that participation in the Program is adequate and complete consideration for Songwriter’s services and that Songwriter is not entitled to, and will not receive any, additional compensation for the Song or Songwriter’s contribution to the Program.

4. Grant of Rights:

(a) Songwriter hereby grants to Warrior Songs a gratis, non-exclusive mechanical license to reproduce the Song on sound recordings in connection with the Program, in all media whether now known or hereafter devised or discovered, in perpetuity throughout the universe, including in connection with advertising and promotion of the Program.

(b) Songwriter agrees that Songwriter will not release a recording of the Song until after 11/10/2019. Songwriter understands they must release their own recording.

5. Name, Likeness, and Biography: Songwriter hereby grants to Warrior Songs the non-exclusive right to use and to authorize other persons to use Songwriter's name (including any professional name), voice, likeness, image, and biographical material for the purposes of advertising, promotion, and trade in connection with the making and exploitation of the Submission and the Program.

6. No Obligation to Use the Song: Nothing contained in this Agreement shall be deemed to require Warrior Songs or its assigns to publish, reproduce, distribute, perform, or otherwise use the Song or any part thereof.

7. Representations and Warranties:

(a) Songwriter hereby represents and warrants that Songwriter is the author or owner of all rights to the Song; that the Song is original to Songwriter and does not infringe any other person's rights or property.

(b) Each party represents and warrants: (i) that each has the authority to enter into this Agreement; and (ii) that there are no contracts, agreements, encumbrances, or liens that prevent the performance of this Agreement.

8. Remedies: Songwriter's rights and remedies in the event of a breach or alleged breach of this Agreement by Warrior Songs shall be limited to Songwriter's right, if any, to recover damages in an action at law and in no event shall Songwriter be entitled by reason of any such breach or alleged breach to enjoin, restrain, or to seek to enjoin or restrain, the distribution or other exploitation of the Song. This Agreement shall not be deemed to give any right or remedy to any third party whatsoever unless such right or remedy is specifically granted by the parties hereto in writing to the third party. Songwriter shall execute or cause to be executed any further documents necessary to fully effectuate the intent and purposes of this Agreement.

9. Assignment: Warrior Songs shall have the right, at Warrior Songs' election, to assign any of its rights hereunder, in whole or in part, to any person, firm,

or corporation including, without limitation, to any distributor or sub-distributor of the Song. Songwriter shall not assign his rights hereunder without Warrior Songs' prior written consent, and any attempted assignment without such consent shall be void and shall transfer no rights to the purported assignee.

10. Choice of Law: This Agreement shall be governed and construed by the laws of the State of Wisconsin without regard to the conflict of law provisions therein.

11. Merger: This Agreement constitutes the entire agreement of the parties. It supersedes all prior agreements, written or oral. This Agreement may be modified only with the written consent of both parties.

12. Severance: If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect and enforceable.

13. Attorney's Fees: In the event of litigation or arbitration, the prevailing party shall be entitled to recover any and all reasonable attorney's fees and other costs incurred in the enforcement of the terms of this Agreement.

14. Indemnification: Songwriter shall indemnify, defend and hold Warrior Songs, its employees, officers, director, assigns, licensees and successors from and against any and all claims and damages arising, directly or indirectly, from the breach of any representation or warranty of Songwriter hereunder to the extent such claim or damage does not arise out of a breach by Warrior Songs hereunder. Warrior Songs shall indemnify, defend, and hold Songwriter harmless from and against any and all claims and damages arising from the production, distribution, exhibition, or exploitation of the Program, or any element thereof, to the extent such claim, or damage does not arise out of a breach by Songwriter hereunder.

15. Notices: All notices under this Agreement shall be in writing addressed to the addresses first set forth above, or at such other address as either party may designate from time to time by written notice to the other. All notices shall be served by facsimile and U.S. mail, electronic mail, recognized courier services such as Federal Express or DHL or personal delivery addressed as specified above. The date of receipt by facsimile, electronic mail or courier, as the case may be, shall be the date of service of notice.

16. Further Documents: Songwriter agrees to execute, acknowledge, and deliver to Warrior Songs and to procure the execution, acknowledgment, and delivery to Warrior Songs of any additional documents or instruments which Warrior Songs may reasonably require to effectuate fully and carry out the intent and purposes of this Agreement. If Songwriter shall fail to execute and deliver any such documents or other

instruments, within ten (10) calendar days after such documents are delivered to Songwriter, Warrior Songs shall be deemed to be, and Songwriter irrevocably appoints Warrior Songs, the true and lawful attorney-in-fact of Songwriter, to execute and deliver any and all such documents and other instruments in the name of Songwriter, which right is coupled with an interest.

17. Dispute Resolution: Any dispute arising out of this Agreement shall first be submitted to non-binding mediation with Lawyers for the Creative Arts' Patricia Filch 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.

ACCEPTED AND AGREED TO

Warrior Songs, Inc.

Songwriter

By: _____
Jason R. Moon, Executive Director

Your Name Here

Date: 05/21/2017

Date: 05/21/2017

DONATION AUTHORIZATION

I wish to donate any compensation from my 50% songwriter royalties I may receive from the sale of physical copies of the Song sold and/or distributed by Warrior Songs to Warrior Songs, Inc. I hereby assign any and all compensation for physical copies sold and/or distributed by Warrior Songs payable to me to Warrior Songs, Inc. I retain any compensation I may receive from my 50% songwriter royalties on the sale of digital copies and streaming of the Song to be administered by CD Baby publishing.

Your Name Here