

contracts & agreements.

G U I L D
L I B R A R Y

2023

MUSIC-WONYE

Music Collaboration Agreement

This Music Collaboration Agreement ("Agreement") is entered into on [Date] between:

- [ARTIST'S NAME]** (HEREINAFTER REFERRED TO AS THE "ARTIST"), RESIDING AT [ADDRESS], AND
- [COLLABORATING ARTIST'S NAME]** (HEREINAFTER REFERRED TO AS THE "COLLABORATOR"), RESIDING AT [ADDRESS].

WHEREAS, ARTIST AND COLLABORATOR (COLLECTIVELY REFERRED TO AS THE "PARTIES") WISH TO COLLABORATE ON A MUSICAL PROJECT, INCLUDING THE CREATION AND RECORDING OF MUSIC (THE "PROJECT").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. PROJECT DESCRIPTION:

THE PARTIES WILL COLLABORATE ON THE CREATION OF [DESCRIPTION OF PROJECT]. THIS MAY INCLUDE BUT IS NOT LIMITED TO SONGWRITING, COMPOSITION, RECORDING, AND ANY RELATED ACTIVITIES NECESSARY FOR THE COMPLETION OF THE PROJECT.

2. OWNERSHIP AND RIGHTS:

A. THE PARTIES AGREE THAT ANY AND ALL INTELLECTUAL PROPERTY RIGHTS ARISING FROM THE PROJECT, INCLUDING BUT NOT LIMITED TO COPYRIGHTS, SHALL BE OWNED JOINTLY BY BOTH PARTIES, WITH EQUAL SHARES, UNLESS OTHERWISE AGREED UPON IN WRITING. B. BOTH PARTIES HAVE THE RIGHT TO USE AND LICENSE THE PROJECT'S CONTENT, PROVIDED THAT THE OTHER PARTY'S CONSENT IS OBTAINED IN WRITING.

3. CREDITS:

THE PARTIES AGREE TO GIVE PROPER CREDITS FOR THEIR CONTRIBUTIONS TO THE PROJECT, INCLUDING BUT NOT LIMITED TO SONGWRITING, COMPOSITION, AND PERFORMANCE, IN ALL RELEASES, PUBLICATIONS, AND PROMOTIONS RELATED TO THE PROJECT.

4. DISTRIBUTION AND REVENUE SHARING:

A. THE PARTIES AGREE TO DISCUSS AND AGREE UPON A REVENUE-SHARING PLAN FOR ANY INCOME GENERATED FROM THE PROJECT, WHICH MAY INCLUDE STREAMING, DOWNLOADS, LIVE PERFORMANCES, MERCHANDISE SALES, OR OTHER SOURCES. B. ALL REVENUE-SHARING ARRANGEMENTS SHALL BE DOCUMENTED IN A SEPARATE AGREEMENT.

5. EXPENSES:

THE PARTIES SHALL EQUALLY SHARE ANY NECESSARY EXPENSES INCURRED DURING THE CREATION AND PROMOTION OF THE PROJECT UNLESS OTHERWISE AGREED UPON IN WRITING.

6. TERMINATION:

EITHER PARTY MAY TERMINATE THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE OTHER PARTY. IN THE EVENT OF TERMINATION, THE PARTIES SHALL DISCUSS THE DIVISION OF ANY WORKS IN PROGRESS AND RIGHTS TO THE PROJECT.

7. CONFIDENTIALITY:

THE PARTIES AGREE TO KEEP CONFIDENTIAL ANY NON-PUBLIC INFORMATION RELATED TO THE PROJECT.

8. GOVERNING LAW:

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF [STATE/COUNTRY].

9. ENTIRE AGREEMENT:

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, OR REPRESENTATIONS.

10. AMENDMENT:

THIS AGREEMENT MAY ONLY BE AMENDED IN WRITING AND SIGNED BY BOTH PARTIES.

11. COUNTERPARTS:

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MUSIC COLLABORATION AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

[ARTIST'S NAME] (ARTIST)

SIGNATURE: _____

[COLLABORATING ARTIST'S NAME] (COLLABORATOR)

SIGNATURE: _____

DATE: _____

[PLEASE NOTE THAT THIS ONLY SERVES AS A GUIDE AND THAT YOU MUST CONSULT LEGAL EXPERTS WHEN DRAFTING CONTRACTS]