

## **Lyric House Songwriter Session Agreement**

Effective Date: \_\_\_\_\_

This is an agreement between Lyric House LLC (and its respective divisions) ("Publisher") and songwriter \_\_\_\_\_ ("Writer"). For good and valuable consideration, the parties agree as follows:

1. Publisher through its music business activities, industry contacts and channels has the ability to pair up songwriters ("Session") to collaborate on the creation of new compositions ("Works"). Publisher intends to use best efforts to pitch the resulting Works for synch licensing or other forms of commercial exploitation.
2. If Writer accepts the opportunity to participate in a Session (or future Sessions) set up by Publisher, then the following shall apply to his/her contribution share/rights in the resulting Works (words and/or music) and, if applicable, the related sound recordings of the Works recorded at the Session, whether demos or master quality mixes ("Masters"):
  - a. Writer hereby sells, assigns and transfers to Publisher for a consecutive period of five (5) years ("Term") 100% ownership interest/administration of the "publishing" rights in the Works (but Writer shall retain his/her "writer share" rights and authorship of the Works). The rights granted to Publisher include, but are not limited to, the sole right to exploit the Works in any and all media worldwide without restriction, negotiate all licenses, collect all related income (except PRO songwriter share of performance), and obtain copyrights and PRO registrations thereon in the name of Publisher. The Term shall automatically extend for consecutive one (1) year period(s) unless earlier terminated by either party upon at least ninety (90) days written notice before the end of the period then in effect. Upon termination, for the avoidance of doubt, no expiration or termination of this Agreement shall restrict Publisher's right to see through and license the placement(s) that arise post term from any and all previous pitch efforts done by Publisher that occurred during the term. These type of pitch efforts include but are not limited to: pitches that were sent to clients creative briefs, shared with clients in meetings and showcases about the songs / artist, and pitches that were sent to clients for the purpose of usage in any of their projects. This also includes songs that were written to Publisher's client briefs and projects. Overall, If the Publisher is responsible for pitching the Composition(s) or Masters in any way, shape or form to any of their clients, then Publisher has the right to see the placement through. Publisher has the right to execute the license, collect fees and receive revenue on behalf of the Composition or Master from the placements that came from their previous efforts for a period of 2 years post-Term. Moreover, Publisher has the right to see through any placements from license requests / contracts entered into prior to termination or substantially negotiated during the Term. (Additionally, if the contract relates to an advertisement procured by Publisher hereunder, the post-Term collection period shall continue for the life of such advertisement campaign which uses such Work, including any renewals and extensions).
  - b. Publisher shall also become the sole administrator of the related Masters for the same period and exploitation/collection rights as set forth in #2a (but the creators shall retain copyright ownership of their respective share of the Masters).
  - c. Writer shall promptly deliver to the Publisher the Works and Masters (and all related materials) created at a Session in standard formats.

d. All the collaborators on the Session shall sign a standard "split sheet" and deliver to Publisher a fully executed copy.

3. Publisher shall have the right to use the name, likeness and bio of the Writer in promoting and licensing the Works/Masters.

4. In consideration of the Writer's performance of all the terms and conditions hereof, the Publisher shall pay to the Writer in respect of exploitation of the Works and Masters, the following:

a. A pro-rata share of 50% of all net sums actually received by the Publisher in respect of any and all exploitation. Net sums shall be defined as all gross revenues collected by Publisher from third parties, less any necessary and verifiable expenses expended by Publisher in relation to creation and promotion of the Works/Masters. Notwithstanding the foregoing, Publisher shall only be entitled to retain 15% of the "publisher's share" of back-end "performance royalties" (i.e., BMI/ASCAP/SESAC or the foreign equivalent) generated from the Works.

b. If there is income due Writer in excess of \$100 on or before each September 30th, and March 31st, Publisher shall pay to the Writer royalties due along with a statement (to Writer's address as set forth below or via electronically). Writer shall have the customary right to audit Publisher's related books and records within 2 years from the remittance of any statement.

5. Writer represents and warrants that his/her contribution share to any Work/Master hereunder, is his/her sole, exclusive and original creation and that no one other than the Writer has any right or interest of any nature therein, and that he/she has not entered into any publishing or recording agreement with any person, firm or corporation that has claimed or will claim any right or interest therein, and that no such contributions infringes upon any other composition, copyright or literary property in any manner, and that none of such contributions have ever been published/released, and that he/she has full right and authority to make this agreement. Writer shall fully indemnify Publisher for any breach of (or damages resulting from) the foregoing warranty.

6. Publisher shall have the right to assign all or part of the rights transferred to it hereunder by Writer.

7. This agreement shall be governed by the laws and forum of the State of CA. In the event of a dispute the non-prevailing party shall pay the reasonable attorneys fees and costs of the prevailing party. Writer acknowledges that he/she had an opportunity to have independent representation review this agreement prior its execution. This agreement can be executed in counterparts, and scan, fax or digital signatures are valid.

Agreed and accepted:

Writer Full Name: \_\_\_\_\_

Writer Signature: \_\_\_\_\_

Address: \_\_\_\_\_

PRO Affiliation: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone #: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Publisher Signature:

By: \_\_\_\_\_ Its: \_\_\_\_\_