

Short Form Music Publishing Agreement (Example Document)

Please note that this is an example document of a short form agreement made between a music publisher and a songwriter or composer. Often referred to as a 'Heads of Agreement', a short form agreement is a scaled down version of a long form agreement with the latter including a more extensive and comprehensive legal protection script to help minimise ambiguity in the agreement. A short form contract is often (but not always) issued by a music publisher to a songwriter or composer prior to the execution of long form agreement. A short form agreement aims to simplify the understanding of the terms that are offered by a music publisher to a songwriter or composer. There is therefore no place for signatures and dates at the end of this contract because it would be superseded by a long form agreement in the event of acceptance to the proposed arrangement.

This agreement is made on the _____ day of the month of _____ in the year _____.

This agreement is made between the music publisher:

Company name of the music publisher:

Address of the music publisher:

(From here on referred to as "the publisher")

And

The writer:

Full legal name of the writer:

Address of the writer:

(From here on referred to as "the writer")

Term

Initial period: 3 (three) years with an option to extend to a further 1 (one) year rolling contract unless the publisher is notified in writing by the writer with 90 (ninety) days advance notice.

Duration of Rights

There is a 10 (ten) year retention period of rights for compositions created during the 3 (three) year term. There will also be a further 2 (two) years for the collection period that follows on from the retention period.

Advances

An advance sum of £9,000.00 (nine thousand pounds in British sterling) to be paid by the publisher to the writer. The total sum is made in three installments over the 3 (three) year term with a payment of £3,000.00 (three thousand pounds in British sterling) made in each year of the 3 (three) year term.

Royalties

70% the writer/ 30% the publisher

70% (seventy percent) in the writer's favour which is applicable to performance royalties, mechanical royalties, sync royalties and covers.

15% (fifteen percent) on print royalties of sheet music (15% of retail price) will be paid to the writer.

Assignment of Rights

The writer assigns the exclusive rights to all copyrights created within the 3 (three) year term solely to the publisher to exploit, license, lease, lend, hire, distribute and mechanically reproduce without prior permission. The writer will be consulted with by the publisher in the event of any adaptations. The writer waives all moral rights.

Writer's Obligations

The writer agrees to the minimum delivery of 1 (one) song per calendar month to be delivered to the publisher in MP3 format together with lyrics and all collaborators and collaborators publishers details. The writer agrees to make all best endeavours to be compliant with the requests of the music publisher in relation to collaborative opportunities. The writer agrees to be proactive in creating their own commercial opportunities for their catalogue, outside of those created by the publisher.

Accounting

The publisher shall account to the writer half yearly in June and December of each calendar year of the duration of the rights period. The writer has the right to one annual audit at the writer's expense.

Publisher's Obligations

The publisher shall use best endeavours to maximise exploitation opportunities as possible for the assigned rights during the rights period. The publisher shall use best endeavours to collect royalties as promptly as possible and account as cleanly and transparently as they can. The publisher will ensure that all compositions created within the term are communicated to relevant sub-publishers, agents, licensees, and any other partners or associates. The publisher will ensure that all compositions created within the term are registered with the relevant collection societies and organisations.

Territory

This agreement covers the world with no restriction on any continent or country.

Termination

Both parties acknowledge the importance of flexibility in the dynamic nature of the music industry. If either party wishes to terminate the agreement, written notice must be provided to the other party 90 (ninety) days prior to the termination date. Upon termination, the rights granted to the publisher shall cease and revert to the writer. However, the duration of rights will exist for a further 2 (two) years. This reflects adequate remuneration of the time and efforts made by the publisher towards exploitation. Early termination of the term will reduce the advance which would be reduced in accordance with a mathematical calculation based off of the start and end date of the agreement. The termination agreement is designed to provide a fair and orderly conclusion which allows both parties to adapt to a change of circumstances whilst respecting the contributions of both parties made during the term of the agreement.

Jurisdiction

This agreement shall be governed solely by the courts of English Law.

Indemnity

The writer shall be responsible for the costs of legal cases regarding any alleged infringement of rights made by a third party in connection with the writer's creative ideas within their compositions.