

SONGWRITERS COLLABORATION AGREEMENT

Dated as of _____, 201__

This songwriting collaboration agreement is entered into between SongwritingWith:Soldiers, Inc., Barton Oaks Plaza Bldg II, 901 S. Mopac Expressway – Suite 225, Austin, Texas 78746 ("SWS") a Texas Domestic Non-Profit Corporation and _____ ("You") as of the date set forth above.

SWS produces and hosts collaborative songwriting retreats for veterans, active-duty service members and their families throughout the United States. During the retreat, you will be paired with professional songwriters ("Coaches") for the purpose of creating one or more original songs (the "Songs"). In some instances, you and your Coach (or Coaches) may be paired with other soldiers in a songwriting group; in other cases it may be just you and your Coach (or Coaches).

You (or your group of participants when more than one soldier is involved) will be allocated a pro rata share ownership of each Song (inclusive of the songwriter's share and publisher's share), depending on the number of Coaches involved. For example:

- If you and one Coach create a song, you will own 50%, and the Coach will own 50%
- If you and two Coaches are involved, you will own 1/3, and each Coach will own a 1/3 share
- If you, one other soldier and one Coach are involved, you will own 25%, the other soldier will own 25%, and the Coach will own 50%

Your pro rata share of each Song shall be as reflected in Addendum(s) A hereto.

You hereby assign your publisher's share of each Song to SWS' wholly owned publisher, SongwritingWith:Soldiers Music ("SWSM"). In connection, SWSM will act as your publisher, and shall be the exclusive administrator of all rights in and to your share of each Song, throughout the universe, for the term of copyright. SWSM shall be entitled to exercise any and all rights with respect to the control and administration of your share of each Song, including, without limitation, the sole right to grant licenses, collect all income, and to use your name, likeness and biographical material in connection therewith, subject to the terms and conditions hereof. As part of its responsibilities, SWSM will register each Song with the American Society of Composers and Publishers ("ASCAP"), and will administer all other rights in the Song, paying you your songwriter's share of royalties in the event the Song is commercially released or licensed for any other commercial use (for instance as music in a TV program, a movie, etc.). Without limiting the generality of the forgoing, ASCAP shall be authorized and directed to pay the publisher's share of performance fees collected by it directly to SWSM.

In the event your Song generates income, SWSM will account to you for your songwriter's share of revenues, on a semi-annual basis, within 60 days of the end of the immediately preceding semi-annual period, for all income actually received by SWSM. Notwithstanding, SWSM shall have no obligation to account to you unless your account has accrued at least \$100 in earnings, after deduction of your pro rata share of any documented third party fees or costs. If earnings are less, they will remain in your account until \$100 has accrued, after which SWSM will account to you on the next accounting date.

You agree to execute such forms and other documents as may be reasonably required to effectuate the terms of this agreement.

SWS and/or SWSM (as applicable) shall have the right, at its election, to assign this agreement or any of its rights hereunder, in whole or in part, or to delegate any of its obligations hereunder, in whole or in part, to any person, firm or corporation.

This agreement sets forth the entire understanding between you and SWS relating to its subject matter. No modification, amendment, waiver, termination or discharge of this agreement or of any of its terms shall be binding upon either you or SWS unless confirmed by a document signed by you and by a duly authorized officer of SWS.

You acknowledge that neither SWS, SWSM, nor their employees, staff or attorneys have given you any legal advice or counsel regarding the terms of this agreement.

SongwritingWith:Soldiers is a Domestic Non Profit Corporation (501c3 non-profit) located in Austin, Texas and organized under the laws of the State of Texas. Both parties consent and stipulate that this agreement shall be governed by the laws of Texas. The exclusive jurisdiction and proper venue for disputes arising hereunder shall be the appropriate state or federal court sitting in Travis County, Texas, and you hereby agree to submit to the jurisdiction of those courts in the event of any such dispute.

AGREED AND ACCEPTED:

YOU: Printed name: _____
(Full legal name)
Signature: _____
Date of Birth: _____
Social Security Number: _____
Street / PO Box Address: _____
City/State/Zip _____
Phone Number: _____
Email address: _____
Parent or Guardian name: _____
Parent/Guardian signature: _____

SONGWRITINGWITH:SOLDIERS:

Printed name: _____ Signature: _____

ADDENDUM A

COLLABORATION AGREEMENT

Dated as of _____, 201__

1. We, the undersigned co-writers of the musical composition entitled “_____” (the “Composition”) hereby confirm that we wrote the percentage share of the Composition as appears by our respective names as listed below, and each respective publisher share shall be the same as each songwriter's share.

Names	Percentage	Song Title _____
1. _____	_____ %	
2. _____	_____ %	
3. _____	_____ %	
4. _____	_____ %	

2. As between the parties hereto, each party (or his respective publishing designee(s)) shall have the right to administer his respective interest in the Composition.

AGREED AND ACCEPTED:

Signature: _____ Printed name _____

Parent/Guardian Signature: _____

Parent/Guardian Printed name: _____

If you wrote more than one song, please list the title and co-writers on the back of this page.