

The Creative Shield: The Artist's Guide to Copyrights, Trademarks & Brand Monetization

Sample Case Details

- Song Title: "Starlight Serenade"
 - Songwriters:
 - Isabella Moore (Lead Songwriter - 60%) | Address: 123 Melody Avenue, Nashville, TN 37203
 - Daniel Reed (Co-Songwriter - 25%) | Address: 456 Harmony Street, Los Angeles, CA 90001
 - Liam Bennett (Co-Songwriter - 15%) | Address: 789 Rhythm Road, Austin, TX 73301
 - Publisher: Crescendo Music Publishing, Inc. | Address: 101 Music Lane, New York, NY 10019
 - Recording Artist: The Celestials
 - Purpose of Agreement:
 - To establish the royalty distribution among the songwriters and the publisher.
 - To define rights for licensing, performance, and synchronization.
 - To outline the collection and payment processes for streaming, sales, and public performances.
 - Effective Date: December 1, 2023
 - Governing Law: State of California
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This Music Royalty Agreement ("Agreement") is made and entered into as of December 1, 2023, by and between Isabella Moore, residing at 123 Melody Avenue, Nashville, TN 37203 ("Lead Songwriter"); Daniel Reed, residing at 456 Harmony Street, Los Angeles, CA 90001 ("Co-Songwriter"); Liam Bennett, residing at 789 Rhythm Road, Austin, TX 73301 ("Co-Songwriter"); and Crescendo Music Publishing, Inc., a corporation organized and existing under the laws of the State of New York, with its principal place of business at 101 Music Lane, New York, NY 10019 ("Publisher").

The parties agree that the musical composition entitled "Starlight Serenade" shall be owned and administered under the terms and conditions set forth herein. Isabella Moore shall own a 60% share, Daniel Reed shall own a 25% share, and Liam Bennett shall own a 15% share in the copyright of the composition. The Publisher shall retain exclusive rights to administer the composition and collect all publishing-related revenues.

The royalty distribution shall be as follows: Mechanical royalties arising from sales, downloads, and streaming shall be distributed according to ownership shares. Performance royalties shall be collected by designated Performance Rights Organizations (PROs) and distributed with 50% allocated to the Songwriters based on their ownership percentages and 50% retained by the Publisher. For synchronization licenses granted for use in film, television, and advertising, 70% of the net revenue shall be distributed among the Songwriters according to their ownership shares, and 30% shall be retained by the Publisher. In the case of streaming royalties, the Songwriters shall receive 60%, while the Publisher retains 40%.

Payments of royalties shall be made on a quarterly basis, within 30 days of the end of each quarter. If the amount payable to any party is less than \$100, it shall be carried forward to the next quarter. Payments shall be made via electronic transfer to the bank accounts designated by each party.

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The Songwriters hereby grant the Publisher the exclusive right to license, distribute, and otherwise exploit the composition worldwide. The Songwriters retain the right to publicly perform the composition and receive royalties as outlined in this Agreement. The term of this Agreement shall be five (5) years from the Effective Date and shall automatically renew for successive one-year terms unless terminated by any party with 60 days' written notice.

This Agreement shall be governed by and construed under the laws of the State of California. In the event of any dispute, the parties agree to submit to the exclusive jurisdiction of the courts located in Los Angeles County, California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written: Lead Songwriter:

Isabella Moore

Date: _____ Co-Songwriter:

Daniel Reed

Date: _____ Co-Songwriter:

Liam Bennett

Date: _____ Publisher:

Authorized Signatory, Crescendo Music
Publishing, Inc. Date: __

Disclaimer:

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