

Unit #6 – Handout #1 – SAMPLE COLLABORATION AGREEMENT

AGREEMENT
between Richard Music, Cindy Book and Alfred Lyric

as of September 1, 2008

The purpose of this memo is to confirm the understanding we have regarding the creation and subsequent marketing of a musical theatrical property currently entitled *Untitled*.

In essence, we are co-developing *Untitled* as a speculative theatre piece in the hopes of acquiring a development and/or production deal with a theatre or production company, and that no deal can be entered into without the specific written consent of either of us.

Pending approval from subsequent producers, credits will be as follows: “Book by Cindy Book” and “Music by Richard Music” and “Lyrics by Alfred Lyric.”

We anticipate entering a deal based upon the standard terms generally outlined in the Approved Production Contract, namely: 1/3 of writers’ royalties belong to the Composer, 1/3 of writers’ royalties belong to the Book Author, and 1/3 of the writers’ royalties belong to the Lyricist. In this case, then, Richard Music will be considered the Composer (1/3 Royalties); Cindy Book will be considered Book Author (1/3 Royalties) and Alfred Lyric will be considered Lyric Author (1/3 Royalties), regardless of the actual contribution of each author to the final version of music, book and lyrics in *Untitled*.

Royalties will include all income derived from the exploitation of the property, including, but not limited to box office receipts, music licensing/royalties, publishing, and television/film rights.

During the creation and production of the project, it is conceivable that one or more of us will be offered positions in creative or business capacities, but this Agreement has no jurisdiction over such employment. That is to say, other employment and/or credits, such as producing, orchestrating, recording, acting for this project or other related projects, will be negotiated separately and individually, and are not dependent upon mutual consent.

Beyond the limited terms mentioned in this memo, we are all assuming that whatever is usual and standard in the industry is approximately what we’ll eventually agree to and sign, and that in the meantime, we shall use our mutual respect for each other as an unwritten contract between us, and any disputes/negotiations we might encounter shall be worked out in good faith.

In the event we decide to disband our collaborative relationship on this property (and only in this event), the rights of each individual's contribution shall revert to the individual who created it: that is to say, Music shall belong to Richard Music, the Book shall belong to Cindy Book, and Lyrics shall belong to Alfred Lyric, and none of us shall have the rights to use the other contributors' materials without written permission.

AGREED:

Richard Music

Cindy Book

Alfred Lyric