THE MARKET

Everything begins with the songwriter. Before anyone else in the music business can make a sound—or a dollar—the songwriter must conjure up a unique creative work. No songwriters, no music industry—it’s that simple. Songs are the fuel that powers the global music business machine, and frequent fill-ups are essential. The great standards of the past, songs that have stood the test of time, are always there to be mined, but a steady stream of new works is also crucial. Over the decades the relentless rise of new forms of media, from radio to films to video games to the Internet to satellite radio to streaming, has expanded the audience for music, even if the payoff for songwriters has been uneven. Great songs, and the writers who create them, will always be the foundation of the music industry.

That, of course, is the good news. The bad news is that only a fraction of aspiring songwriters will ever find commercial acceptance for their material, and fewer still will be able to build sustainable songwriting careers. This is partly a matter of ability (some talent, after all, is required) and partly of desire—an unwillingness to work at songwriting as a serious business enterprise. But it is also a matter of math: Music publishers are inundated with submissions, their mailrooms and email servers littered with thousands of unsolicited songs each week. Eager young songwriters descend on the recording centers like locusts. Probably 10% of the people flowing through the bus stations in Nashville and Hollywood are carrying a suitcase full of demos, while countless iPods and hard drives in New York and Miami are stuffed with original songs, raps, or beats, all competing for the limited attention of executives who are in a position to turn dreams into reality. Add in the networking angle—preferential treatment for the lead singer’s cousin, the band manager’s neighbor, or the label VP’s friend of a friend, all with songs “perfect for Big Label Act’s new album”—and the difficulty getting a hearing increases exponentially.

That doesn’t mean that there isn’t a hearty appetite among labels and publishers for new songs from newcomers or that there aren’t do-it-yourself (DIY) options for promoting your music (see “The DIY Toolkit,” Chapter 26), but it does mean that finding a way to stand out amid the clutter to connect—to actually catch the eye and the ear of the people who can move one’s work from a song on paper to a streamer’s top playlist—is a game of long odds. The payoff can be enormous, however, for everyone concerned. To achieve it, a writer must know the craft and the business, both the art and the commerce, of songwriting.
Is it possible to define a “good” song? Yes, if you know what to look for. Can anyone predict professional acceptance? Sometimes, if you know how. Does anyone know which songs will become lasting hits? Not on this earth. In a perfect world, a good song and a hit song would be one and the same. Good songs would become hits, and hits would be good songs. That’s not always the case (just ask any songwriter), so it is perhaps easier to look at the two concepts separately.

A hit song is one that gets significant radio airplay, streaming, and downloads. Those metrics are quantifiable. By contrast, a good song is harder to define, but, at a minimum, it must be well crafted musically and, if it’s not an instrumental, lyrically as well.

How far can we go in predicting how any song will fare in the marketplace? Until The Beatles came along and turned the world on its ear, musicians and merchants had a working understanding of what a “popular” song was. They knew what made a C&W (country and western) song or an R&B (rhythm-and-blues) song. A certain set of songwriting criteria—this type of lyric, that type of beat—could be counted on to resonate with a certain segment of the music-buying audience when matched up with the right artist. Today, these tidy classifications don’t serve nearly as well, because many songs incorporate various styles and straddle multiple genres. Tastes are not easily predictable, and trends can be born fast (and die faster). One thing, at least, has stayed constant through the centuries: From 11th-century chansons to this week’s playlists, the all-time favorite is the love song. So that’s a good bet for success, right? But even within the love song genre, it’s difficult to classify songs or to predict what might be successful. Hits come from everywhere. This unpredictability both frustrates and encourages writers. Sometimes you know you’ve nailed it, and sometimes you just get lucky.

There are some patterns to be found, however. Some lessons to be learned from the past, as well as some newer approaches described in Chapter 15, can help predict what might work in the future. Although it is difficult to identify specific ingredients that might bring a song artistic or commercial success, we can critically examine great songs and see what they have in common. What makes a Franz Schubert, a Richard Rodgers, or a Duke Ellington stand out above the rest? Is there a common denominator to be discovered in the works of Joni Mitchell, Randy Newman, Billy Joel, and Diane Warren? Can we identify the elements in their songs that make us love them?

Consider these general criteria and you’ll begin to see that all good songs tend to exhibit the following characteristics:

1. The song is memorable; it sticks in the mind. This is often accomplished by use of a hook, a catchy phrase or refrain that repeats several times during the song.
2. The song has immediate appeal.
3. The lyrics contain an overall theme and employ vivid phrases or imagery. For example, not “Your beauty makes me love you,” but perhaps, “Your touch makes me tremble.”
4. The song is well crafted and exhibits an arc: it has a discernible beginning, middle, and end.
Even if a song has these basic characteristics of a good song, it still has only the potential to become a hit song. Achieving that breakthrough will involve a number of other elements beyond the songwriter’s control. Traditionally, these included the following:

1. The song gets an appealing initial performance, hopefully by a well-known performer, that is captured in a recording session.
2. The record company gets behind the project and promotes strong airplay for the recording.
3. The song and the recording suit the taste of the current market.
4. The recording is distributed effectively.

THE CRAFT

OK, so now you have a general idea of what a good song is. How do you go about writing one? Not all songwriters are endowed with creative gifts, and there is little evidence that creativity can be taught. But the craft of songwriting can be learned through formal study and/or private instruction. All colleges accredited by the National Association of Schools of Music (NASM) offer at least 2 academic years of theory study—harmony, ear training, music reading, orchestration, and counterpoint. Some colleges offer composition classes that teach popular songwriting as well as classical fare. These are good options to explore. What about the various how-to books addressed to songwriters? Many contain useful information. Some are lightweight, get-rich-quick publications. And what about private instruction? Excellent, if you can find good teachers and can afford it.

Perhaps nothing could be more useful to a songwriter, amateur or pro, than to select 100 of the leading standards and then study them phrase by phrase, line by line, and chord by chord. To guide you in this kind of analysis, you might study Alec Wilder’s excellent book *American Popular Song: The Great Innovators, 1900–1950*. Wilder, himself a first-rate songwriter, theorist, and contemporary music historian, studied not just 100 songs but several thousand. Borrow Wilder’s technique: If you can examine the internal workings of 100 great melodies and 100 great lyrics, you will have at least begun a serious study of the songwriting craft. If you lean more in the pop or rock-and-roll direction, do a similar analysis of the masterpieces of Lennon and McCartney, or Bob Dylan. For country, choose Willie Nelson or Merle Haggard; for soul or R&B, Smokey Robinson or Holland-Dozier-Holland. In addition to your own analysis, *Hit Songs Deconstructed* can be a valuable online resource for studying specific songs and understanding why they connect with a wide audience (hitsongsdeconstructed.com). Talk to songwriters and read interviews with writing legends in books, magazines, and online songwriter forums, and you will likely get the same message from them: serious songwriters never stop studying their craft.

Songwriters, particularly those just starting out, will also do well to open themselves up to all the advice and feedback they can get on their early writing efforts, which might not exactly be world class right off the bat (they may, for
instance, include lyrical clichés such as “right off the bat”). Here again, listen
and learn. Don’t become discouraged and don’t take any one opinion as gospel—
remember that The Beatles were turned down by every label in America before
finally getting a deal—but keep an eye out for patterns: Are there particular
points of criticism that keep coming up? Are your lyrics confusing to people,
your hooks not snagging attention? Address those shortcomings via rewrites and
new songs.

Collaboration

Some of the most creative artists in the history of popular music have man-
aged to write both brilliant words and hummable music. If you can do this
as well as Irving Berlin, Cole Porter, Bob Dylan, and Paul Simon, the world
awaits. But if your strong point is melody, find yourself a lyricist. If you are
good at lyrics and lack musical talent, don’t try to fake it as a composer. If
you write only words or only music, join the club that includes Rodgers and
Hammerstein, George and Ira Gershwin, Lennon and McCartney, and so
many others. In most cases, two complementary talents can be greater than
the sum of their parts.

There are no formulas for locating a collaborator. Try hanging out with
other writers and performers. Get the word out around town that you are look-
ing. Contact the regional offices of performing rights organizations (ASCAP,
BMI, or SESAC). Check local clubs for songwriting nights. Some good writing
teams got started through placement of classified ads in trade papers or on social
networking sites. Whatever you do, don’t pay someone to be your collaborator.
Don’t respond to ads soliciting song poems. Don’t give money to any so-called
publisher to publish your songs or add music or add words. Legitimate publishers
never charge writers a dime. They pay you.

When coauthors are ready to approach publishers, they should have
worked out a clear understanding, preferably in writing, of the terms of
their relationship. The agreement should provide answers to these ques-
tions: Is all income generated by the collaboration to be shared equally?
May one writer make changes in the material unilaterally? Under what con-
ditions may one writer withdraw the words or music from the collaborative
work if the work remains unpublished or otherwise unsuccessful? Under
what circumstances will the collaborative relationship terminate? May the
writers concurrently write alone or with a different collaborator? If a
potential collaborator refuses to discuss these issues or does not show an
interest in compromising, consider this an early warning sign of impending
partnership problems.

A special kind of working relationship exists between a composer who doesn’t
read or write music and a chosen arranger. Some naturally gifted songwriters get
by with their intuitive talent for inventing appealing, commercially viable melo-
dies. They usually sing their tunes into a recorder, then hire an arranger to clean
up the rhythm, fix the phrasing, add the harmony, and transcribe the results
onto leadsheets. (Be very clear on the copyright issues in these cases; such a
relationship may be viewed as a cowriting arrangement, and some are indeed set
up this way.) Such a composer should, however, endeavor to gain command of
the songwriting craft, thus legitimizing the claim to be a professional composer.
Computer notation software also is available that can help writers who haven’t learned that skill.

Copyright Registration

Whether it is a solo or joint effort, a finished song raises a question for its creator(s): Should it be registered with the U.S. Copyright Office? Some writers file an application only when a song is ready to be used on an album or in another public forum, when such registration becomes necessary for the collection of royalties. Many other writers exercise caution and register all their songs upon completion. The only downside to this is the fee. Details of the latest fees and forms are on the Copyright Office’s website (www.copyright.gov).

THE BUSINESS OF WRITING

An ability to write good songs is only part of what it takes to make it as a professional songwriter. Anyone who aspires to a songwriting career must treat the job as a business, which of course it is. The details of the business will vary depending on the type of writer one is (e.g., a singer/songwriter vs. a pure songwriter) and the type of publishing arrangement one has (e.g., staff writer vs. single-song contractor vs. publishing company owner). The one constant is that a writer can expect to spend as much time and energy promoting his or her product as was devoted to creating it. Writing and promoting, promoting and writing: This is the professional songwriter’s life. A writer will be successful only if those songs he or she creates are exploited—published, licensed, recorded, aired, and performed. A commitment to ensuring that this happens—and that the resulting royalty revenue keep flowing in—is what separates a songwriting hobby from a songwriting career.

From Tin Pan Alley to the Brill Building . . .

In the early days of the record industry, when music was released on black vinyl records, songwriting was very much a job in the more traditional 9-to-5 sense. In fact, songwriters were in great demand as workers well before records existed, hired by publishing companies to create popular songs for sale as sheet music. These were the heady days of Tin Pan Alley, a nickname given to a section of West 28th Street in New York City where many music publishers worked from the late 1800s into the early 1950s and in whose offices many of the greatest standards were created by composers and lyricists.

By the 1950s the music business was changing, and the concurrent rise of radio’s popularity and expanding record sales put the focus on writing hit songs to feed to recording artists, largely targeted at the fast-growing teenage market. The roles remained highly compartmentalized, however: Songwriters wrote; artists performed. The legendary Brill Building, on Broadway in Manhattan, became the epicenter of this vital new songwriting scene—a virtual hit factory where prolific and talented songwriters all but punched a clock. Output from teams such as Goffin and King,
Barry and Greenwich, and Mann and Weil was staggering, and their songs remain classics of that era.

The mid-1960s saw another change in the songwriter’s role, as Bob Dylan and The Beatles led a new generation of artists from folk troubadours to soul singers to rock bands, who increasingly wrote their own material. The solid wall between the songwriter and the performer was breached. As the 1960s ended, Carole King, one of the most brilliant of the Brill Building composers, led the way by embracing the new singer/songwriter concept, reveling in the freedom to write more personal material.

... To the Home Studio

Today, of course, the singer/songwriter is an industry mainstay, and few songwriters toil away in offices, cranking out tunes on demand (the commercial jingle business excepted). The job description of a songwriter is now a highly flexible one, encompassing diverse working styles, business affiliations, and creative approaches. In addition to writing songs for the record industry, songwriters can be found plying their trade for the film industry, TV shows, video games, websites, and advertising agencies.

Where a writer actually writes is a matter of personal preference. The key is to find an environment that works for you—whether that is completely away from distractions in a quiet home studio, perhaps, or surrounded by fellow scribes in a convivial workshop setting.

Pace, too, is an individual decision. Most successful songwriters write all the time. They write not dozens but hundreds of songs. Many professionals like to work out a schedule, perhaps setting aside every morning for creative work. They isolate themselves for several hours, not permitting anything or anybody to distract them. Others are more productive working in spurts. They might stay away from their studio for days or weeks. Then they get inspired or have to meet a deadline and work around the clock.

When not writing, the creator is working at promoting what has been written. Some professionals divide their workweek nearly equally between writing and selling. Professional songwriters not only help their publishers and recording companies push their material but are also on the street and in the studios, as well as around the watering holes where the pros gather. They spread the good word. If they don’t, who will know what they have written lately? And how will the writer learn what people are looking for?

The Performer’s Dual Role

One whose business comprises performing as well as songwriting will have a somewhat different job focus. Many writers begin as performers, particularly in the fields of rock, folk, and country music. In the rock field, especially, almost every successful group includes instrumentalists and singers who also write for the act. Although this would seem to limit opportunities for writers, many
aspiring writers have made initial inroads by cowriting with members of bands already under label contract.

Not all singer/songwriters draw the line between the two disciplines in exactly the same place. Some see their performing careers in nightclubs and on independent label releases primarily as a valuable showcase for their songs—and as an additional revenue source. Others are performers first and foremost and write solely with their own label deals and recordings in mind. Still others move seamlessly between the two sides, actively writing hits for others even as they score with their own releases. Where you draw the line will affect how you spend your time and how you juggle your writing and performing workloads.

INCOME SOURCES

The type of writer one is—whether a sole songwriter, a cowriter, or an artist/songwriter—will naturally have an impact on the bottom line. Table 4.1 gives a concise summary of the various revenue streams that flow to writers, and Figure 4.1 shows how writers’ and publishers’ incomes are related.

<table>
<thead>
<tr>
<th>Type of Music Use</th>
<th>Who Pays the Writer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadcast performances (TV—commercial and noncommercial)</td>
<td>Writer’s performing rights organization</td>
</tr>
<tr>
<td>Nonbroadcast performance (clubs, hotels, stadiums, business music, in-flight music, gyms, dance studios, etc.)</td>
<td>Writer’s performing rights organization</td>
</tr>
<tr>
<td>Mechanical royalties for physical formats</td>
<td>Recording company pays publisher, which shares 50–50 with writer</td>
</tr>
<tr>
<td>Sheet music sales</td>
<td>Publisher pays pennies per song or percentage on “paper” sales</td>
</tr>
<tr>
<td>Synchronization of music to film or tape (movies, videos)</td>
<td>Publisher shares 50% of fees received with writer</td>
</tr>
<tr>
<td>Special permission, licenses (merchandising deals)</td>
<td>Users pay publisher, who shares with writer</td>
</tr>
<tr>
<td>Jukeboxes</td>
<td>Performing rights organization pays publisher, who shares 50–50 with writer</td>
</tr>
<tr>
<td>Dramatic (or grand) rights</td>
<td>Publisher shares with writer (unless writer or agent retains dramatic rights)</td>
</tr>
</tbody>
</table>
| Digital
Interactive streaming, downloads, ringtones, satellite radio, and webcasts | Varies. Licensees pay writer’s performing rights organization, or licensees pay publisher directly, which shares with writer |

Note: All these uses are for nondramatic music, except dramatic (or grand) rights.
Income From a Recording

One of the main sources of income for a writer is mechanical royalties, which is keyed to the distribution of recorded music. Another source of income is performance royalties. These and other terms relating to a writer’s licensing royalties are explained further in the chapters that follow, but it’s helpful here to keep in mind that a writer always gets 50% of the mechanical royalties ("the writer’s share"); the other 50%, "the publisher’s share," may sometimes be shared with the writer, depending on the writer’s publishing arrangement and the contract in effect.

Mechanical royalty calculations can be numbingly complex in the digital age, and we’ll dig into some of that complexity in later chapters. But to set the stage, let’s start with the simple example of a successful CD release. Here is a preview of what a songwriter might earn from just mechanicals on a hit record. Assume the following: (a) The recorded song is on an album that goes gold, selling 500,000 copies; (b) the writer in question is the composer of two songs on the album, each under 5 minutes in length; and (c) the statutory mechanical royalty rate (it changes from time to time) is 9.10 cents per song for songs 5 minutes or less or 1.75 cents per minute or fraction thereof over 5 minutes.

500,000 albums sold × 9.10 cents per song × two songs = $91,000.
50–50 split between publisher and writer = $45,500 each.

If this same writer wrote all 10 songs on an album that went gold (500,000 copies sold), the math dictates that the writer would earn $227,500 from that hit
album. Don’t start seeing big dollar signs, however. First of all, few albums sell that well. Even when they do, writers, and singer/songwriters in particular, routinely negotiate a rate lower than the statutory figure with their labels, which also often contractually cap the total mechanicals that will be paid on any one album (more on this later). Such categories of releases as budget lines and compilations may also carry reduced rates. The bottom line, then, is more like this: To generate a steady living wage, the writer must write and write and then write some more—and must find ways to get the material published and recorded on as regular a basis as possible.

**Performance Royalties and New Revenue Streams**

The other main source of income for songwriters is performance royalties, which are generated by the performance of a writer’s works, whether live or through recordings. This royalty is collected by the writer’s affiliated performance rights organization (typically ASCAP or BMI), which issues blanket licenses to broadcasters and others for the performance of music from its catalog and then remits monies collected to the writer based on his or her songs’ relative use in the marketplace. Big money these days comes from performances of phonorecords on digital transmission services such as Spotify. In addition, a writer may collect income from a variety of other music uses, ranging from the old standard of sheet music and folio sales to ringtones.

**PUBLISHING OPTIONS**

Before a writer can begin collecting any income, he or she must first get some songs published. A writer with a portfolio of marketable material has a number of options to consider. These are among the most common publishing arrangements:

1. *The writer can search out an established publisher and sign a contract with that firm.* Here, the writer participates only in writer’s income. An unknown writer may begin with a single-song contract.

2. *The writer can negotiate a contract with a publisher in which the writer gets a piece of the publisher’s share of the income.* This kind of deal is often called copublishing or splitting the publishing—the two parties usually share equally in the publisher’s income. This option is obviously more appealing to the writer, and thus it generally takes a strong writer track record or a performer/writer’s clout—such as having an existing album deal with a label—to negotiate this arrangement.

3. *The writer can set up a publishing company.* This option is often appealing to singer/songwriters who will record their own material. The writer will then own the copyrights and may make an agreement with an established publisher to administer his or her copyrights, for a fee.

4. If the writer is also a recording artist, the personal manager under contract (or an attorney) might set up a publishing company owned by the writer and administered by the manager for a commission.
5. The writer might enter into a partnership or set up a corporation with others to operate a publishing company. If the writer in a corporate structure is a full-time professional writer, the corporation might pay the writer as a regular employee. Whether the writer also receives a salary override on writer’s royalties is determined by the provisions of the employment contract.

6. The writer might be offered a staff job by a publisher.

Staff Writers

A small and decreasing number of publishers will sometimes place promising writers on staff and demand their exclusive services on a full-time basis. Most staff writers receive a weekly salary; it may be just a token payment or a living wage. Whatever its size, the payment is treated as an advance on the writer’s future royalty earnings. Remember, the bigger the advance, the more may have to be paid back or done without when the royalties start coming in—it’s not free money.

Another kind of staff writer is also on salary, often full time, for exclusive services. But the big difference here is that the writer is engaged to perform work made for hire for the publisher—meaning that the songs remain the exclusive property of the employer, and the writer can never claim copyright. The writer still receives the standard writer royalty from all sources of income but can’t benefit from the copyright reversion provisions in the Copyright Act. If any work-for-hire songs become standards, this forfeiture of the right to recapture could represent a substantial financial loss for the writer and the writer’s heirs.

Still another staff position at some publishing companies is that of a song doctor. These writers rearrange and fix songs that the publisher owns an interest in to make the work more palatable to a certain audience. For example, the song doctor would rearrange a song to sound modern country in order to present it to a Nashville producer. The song doctor also makes small adjustments in the work to improve its overall condition. These positions are often salaried.

Early in a career, a writer might be so hungry that accepting a work-made-for-hire job is the only option. But it would be wise to seek a more attractive long-term alternative as soon as possible.

It’s important to note that the above-described positions are becoming rarer and rarer in today’s marketplace. But there are still a few midsize publishers that engage writers in these kinds of roles.

Label-Affiliated Deals

As shown, multitalented songwriters can boost their marketability and their income by presenting themselves not just as writers but also as performing artists. The monetary upside is easy to see: singer-songwriters can earn both writer’s royalties and artist’s royalties. In addition, performing artists who write their own songs may be viewed as more attractive prospects by publishers, because they eliminate one of the efforts publishers must make with a pure songwriter—persuading a recording artist to use one of the writer’s songs. An artist with an album deal already lined up is a particularly hot property.

Because of this potential for big earnings, everybody in the business wants a piece of that pie. A small label will pressure, sometimes coerce, a prospective
writer-performer to assign some or all the publishing rights to the label’s publishing arm. If the writer declines to share at least administration rights, the firm may pass on that writer—decline to sign a recording contract. Similar pressure on the singer–songwriter comes from many independent production companies. Typical dialogue: “Hey kid, we’re gonna make you a big star, but it’ll be expensive. We must have your publishing rights to help us recoup our recording costs and promotion expenses.” The aspiring singer–songwriter has been cautioned to “hang on to your publishing” but may have to choose between signing it away to a production company and not getting signed as a recording artist.

There is a royalty downside to being a performer who writes one’s own songs. As we’ll explain further, record companies routinely include a controlled composition clause in their artists’ agreements. This states that the recording company will pay only a percentage (typically, 75%) of the current mechanical royalty rate to the composer and publisher for any song written or coauthored by that artist/composer. In addition, a contractual cap on total mechanicals payable on an album (such as 10 times 75% of the statutory rate) may require the artist to further lower his or her rate—for instance, if the album contains more than that number of cuts; alternatively, the performer who uses both controlled and outside writers’ songs may ask outside writers to reduce their rates in return for being included on the album.

In recent years, some publishers in Nashville have also been successful in contractually drawing from a songwriter’s performance royalty, as well as from mechanical royalties, to recoup advance money. This point can be negotiable if the writer is willing to take less in the way of an advance.

EVALUATING PUBLISHERS

A writer who does not sign with the publishing arm of a record label or a production company, or who is not a recording artist, needs to pursue another business model, either by setting up a publishing company or by signing with an independent publisher.

How does a thoughtful writer evaluate a prospective publisher? Very carefully. Sharks and wolves abound where big dollars are available. Let’s assume the writer is unknown. If there has been a struggle to gain the interest of a publisher, the writer may be tempted to sign on any terms with just about any firm that shows interest. An unpublished writer should think twice before rushing to sign the first contract offered.

The following questions can help inexperienced composers judge a prospective publisher:

1. What is the publisher’s reputation for integrity? Is your information objective, trustworthy, and current?

2. What does the publisher commit to do to promote your music?

3. What is the firm’s long-term track record? What are the recent successes?

4. Is the company making money? Does the company have enough working capital to carry it over lean periods?
5. Who in the company cares about you and your material? Is there at least one individual in the firm who likes your songs enough personally to exert real effort on your behalf?

6. What are the firm’s resources? Do the professional manager and field promoters have valuable contacts with record producers and music supervisors? Does the company agree to produce high-quality demos of your songs?

7. If your songs hit, does the company know how to set up licensing arrangements abroad to maximize foreign income? Does the company have experience in negotiating the whole range of digital and print uses?

An unknown writer on the verge of signing a first contract with a publisher may be afraid to pose such pointed questions for fear of blowing the deal. But the writer risks being taken advantage of if the questions aren’t asked and answered.

Whatever publishing arrangement the writer ultimately pulls together, the decision should be based on which person or firm can best exploit the music over the long term. These days, a high percentage of so-called publishers function primarily as banks, collecting and disbursing money with little commitment to the writer or the music. That role may be acceptable if the financial terms are favorable and the songwriter is able to do much of the heavy lifting on promotion and placement. But a beginning songwriter often lacks the experience or tool kit to handle such self-promotion.

THE SONGWriters GUILD OF AMERICA

One of the veteran organizations representing the songwriting community is the Songwriters Guild of America (SGA). The organization bearing this name was originally formed in 1931 as the Songwriters Protective Association. For many years, it was called the American Guild of Authors and Composers (AGAC); it changed to its current name in the 1980s.

The organization provides a variety of useful services to its members: (a) offers a standard writers’ publishing contract; (b) collects royalties; (c) reviews members’ publishing contracts, free of charge; (d) audits publishers; (e) maintains a copyright renewal service; (f) administers writer-publishers’ catalogs (CAP, the Catalog Administration Plan); (g) provides a collaboration service; (h) maintains the Songwriters Guild Foundation; (i) operates an estates administration service; (j) provides financial evaluation of songs and catalogs to members and nonmembers; and (k) lobbies in Washington, D.C., on behalf of songwriters.
The Songwriters Guild of America Contract

The guild urges its members to attempt to negotiate acceptance of its Popular Songwriters Contract. As one would assume, it is heavily weighted in favor of the writer. Many publishers refuse to sign it. But writers can use it at least as a negotiating document. These provisions should be studied in tandem with the draft contract provisions in Chapter 5.

The SGA and its contract language argue for the following provisions:

1. The writer warrants that the composition is the writer’s “sole, exclusive, and original work” and that the writer has the right and power to make the contract and that “there exists no adverse claim to or in the composition.”

2. If the publisher agrees to pay an advance, it will be provided in the agreement, and the advance will be recoupable from the writer’s royalties.

3. Royalties on printed editions are not less than 10% of the wholesale selling price on the first 200,000 copies sold in the United States and Canada, not less than 12% on sales in excess of 200,000, and not less than 15% on sales in excess of 500,000.

4. The publisher pays the writer 50% of the publisher’s receipts from all sources outside the United States and Canada.

5. The writer shares 50–50 with the publisher on income derived from all other sources—for example, mechanical royalties, synchronization rights, transcriptions, and block licenses. The publisher may discount any payments made to a collecting agent, such as the Harry Fox Agency, Inc.

6. The publisher must obtain the writer’s consent before granting use of the composition in a movie, broadcast commercial, or dramatico-musical presentation or for any other new use.

7. The writer’s royalties must be held in trust by the publisher and not used for any other purpose.

8. If the publisher fails to get a commercial recording of the composition within a specific number of months, the contract normally terminates. But the publisher may pay an additional specified sum to extend its window to secure a commercial recording.

9. The publisher must print and offer for sale regular piano copies or provide such copies or leadsheets to the writer.

10. The publisher must pay the writer 50% of foreign advances received by the publisher on a single song or a group of songs by the same writer.

11. Unless terminated earlier under other provisions, the term (length) of the contract may be for any number of years but not more than “35 years from the date of first release of a commercial sound recording of the composition.”
12. When the contract terminates, the publisher revests in the writer all rights in the composition.

13. The publisher supplies a royalty statement at least every 6 months. The writer may demand an audit of the publisher’s books upon supplying appropriate notice.

14. All disputes between the parties are to be submitted to arbitration under the rules of the American Arbitration Association, and the parties agree “to abide by and perform any award rendered in such arbitration.”

15. The publisher may not assign (transfer or sell to another publisher) the contract without the writer’s consent (except on the sale of a full catalog).

16. The writer and publisher must agree on future use—the exploitation of a composition in a manner not yet contemplated and therefore not specifically covered by the contract.

**CONTRACT REASSIGNMENT OR DEFAULT**

The writer and publisher may negotiate at length to shape a contract. The relationship may turn out to be mutually profitable, even congenial. But it is the nature of the business that writers and publishers frequently want to terminate contracts. This does not mean the songs under contract must then die for lack of promotion. Rather, the copyrights may be reassigned.

Reassignments are common and can be to the advantage of the writer even if the songs are included in a bona fide sale of the first publisher’s catalog, in the event of a merger or if the assignment is to a subsidiary or affiliated company. In each of these circumstances, the writer should demand from the first publisher a written instrument that states that the assignee–publisher assumes all obligations of the original (first) publisher.

Songwriters must continually police their contracts to make sure all the terms are being carried out. Default is a common occurrence. Default does not always involve unfairness, dishonesty, or fraud. More likely, a publisher defaults for one of the following reasons: inability to get the song recorded, the royalty statements are incorrect or incomplete, the publisher can’t come up with royalty payments when they are due, or the publisher becomes overburdened working on other properties. If the writer believes the publisher is guilty of default and if the publisher has been given the chance to cure the default if such cure was stipulated in the contract, whatever the reasons, there are several options. The first is to go to arbitration, if that option is provided for in the contract. Next is to break the contract unilaterally. Courts take a dim view of unilateral action of this kind, for it is the court that must determine if a contract breach is material and whether the publisher has flagrantly disregarded appeals from the writer for remedy. Third, a lawsuit can be filed asking to be released from the contract. Fourth, a letter of termination can be sent to the publisher, stating that the publisher is in default and that henceforth the rights to any songs that have not yet been delivered to the publisher (known as future rights) will go to another publisher.
By now, you are probably both excited and terrified at the prospect of embarking on a career as a professional songwriter. (Don’t worry—the contracts arena gets less intimidating over time.) You’re likely also ready to begin. Breaking into the field is not as mysterious as generally believed. Many unknown writers are discovered every year, but few make it on luck alone. When we dig into the so-called overnight success stories we learn that most of these individuals used certain promotion techniques. We can’t articulate a breaking-in formula. But we can describe what works for many new writers (see Table 4.2).

To increase your chances of success, you should undertake four levels of self-promotion: (a) establish a local reputation and local contacts, (b) contact publishers by mail or email, (c) meet with publishers directly, and (d) network, network, network—both online and face to face.

But first you will need to arm yourself with a demo.

Demonstration Recordings

If you are a writer looking to connect with a publisher, or simply to get feedback from local artists and professionals on your work, you will need to be able to present a demonstration recording (demo) showcasing your songs. This will be your calling card, perhaps your one chance to make a strong impression. Choose your best five songs and spend what you can to present them in their best possible light. (Some publishers can hear a diamond in the rough, but it’s best not

<table>
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<th>Table 4.2 Seven Steps to Success</th>
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<td>1. The first step is the most critical. Before spending time and money seeking a professional career, first find out if the talent is there. Your songs may go over great with family and friends. These reactions can be heartwarming—and misleading. What you as an amateur need at this point is an objective appraisal of your creative talents.</td>
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<td>2. Make certain you know your craft. A writer needn’t be a creative genius but can learn to be a craftsman.</td>
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<td>3. Arm yourself with professional leadsheets, lyric sheets, and demonstration recordings.</td>
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<td>4. Focus your promotion efforts on the specific market your songs fit.</td>
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<td>5. Promote your songs in your own locale before risking a trip to the big city. But do plan to make forays into music city hubs once you have a strong portfolio of songs you are ready to showcase before industry professionals.</td>
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<td>6. Employ the promotion techniques outlined in these pages; learn the business, and nurture music industry contacts wherever you can find them. Network.</td>
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<td>7. Be relentless. Most of your competition will become discouraged and give up. Don’t take it personally if someone doesn’t return your calls or emails. Try again, and then try some more. The persistent writer can beat the competition by hanging in there.</td>
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The first requirement? The vocals must be clearly heard above the music. If you are a talented singer, you can take the vocal yourself; if you doubt your ability and can afford to hire a professional—hungry singers abound—by all means do. The minimum accompaniment is piano or guitar. The maximum appropriate accompaniment would include a rhythm section and one or two frontline players. The singing should be straightforward; with a songwriter's demo, the listener wants to judge the song. Of course, if you are also a recording artist seeking a label deal, your demo should convey a representative performance.

A demo can be produced in a home studio if one has access to good-quality recording equipment and knows how to use it. Professional demo producers are also available at recording studios in many cities, at reasonable rates. They provide a professional singer accompanied by piano or guitar. Rates rise for more backup musicians, but producers offer special rates for more than one song. (See Chapter 12 for more information on recording studios and production.)

Make your demo available in a format acceptable to the specific publisher. Each demo delivered in a physical format should be clearly labeled, on the box as well as on the recording itself, with an accompanying log of songs: their sequence numbers, song titles, and full names of composers. Tape one copy of the log outside the case and fold another copy inside. Be sure your own name, email, address, and phone number are included on every piece of material you submit; often, these items get separated.

Demos may include two notices of copyright: the letter P in a circle (©), to protect the phonorecord, and the letter C in a circle (©), to protect the music contained in the recording. The demo should also contain language saying it is for demonstration purposes only and is not to be distributed, sold, or otherwise disseminated and that it should be returned or destroyed if the recipient doesn’t wish to make professional use of it. Such notices offer some protection from unauthorized use. Demos are frequently lost due to inadequate identification (e.g., complete return address) and careless handling. Send copies, of course, not the masters.

Demos will likely also be recorded again when the writer is further along in the publishing process. A publisher, for instance, may want to produce a demo to showcase the new work of a writer under contract to persuade an artist or producer to record the songs. These demos can be much more polished and expensive than an aspiring writer's efforts. The upside is that a publisher will often pay at least part of the demo’s costs or at least provide the money for it as an advance on the writer's future royalties.

**Local Promotion**

Demo in hand, you are now ready to take your first steps toward a professional songwriting career, and for this task there is no place like home. Prove yourself locally. The amateur needs a place to make mistakes, to experiment with different kinds of promotional efforts before moving into the harsher spotlight of a music industry hub.

Look within your own circle of family and friends for a connection to the music business, no matter how small. If you don’t have one, start with professional performers in your area. Go to their gigs, visit their rehearsals. Hang out,
get acquainted. If your songs suit their style, you may persuade them to try your material. At this stage, it doesn’t matter whether these professionals are well known. Making their acquaintance now may provide a contact that will bear fruit later.

Contact your local radio stations and try to persuade program directors, disc jockeys, and music librarians to listen to your demos. Because radio, like music publishing, has become increasingly corporatized, with programming decisions made in far-off cities, they almost certainly will be unable to use your songs, but their evaluations could be valuable.

Now might also be the time to promote yourself on the Internet. It’s easy to post your music on social networking sites. You can also set up your own website, complete with blogs and sample songs. This is a helpful tool to which you can refer interested parties. Remember to include your website address on all correspondence and on your business cards. If you are a singer/songwriter, you can also use these sites to sell copies of your CDs, offer downloads, and advertise upcoming club dates.

Keep an eye out for acts coming through town on tour. Traveling performers often pick up useful material on the road. With some performers, it is more effective to try to get your songs to people around the artist, such as the performer’s musical director (MD), arranger, or manager, any of whom could be an influential song picker.

Some smaller cities are headquarters for publishing companies. Do not rule out small publishers—they may do more for you than the majors. If you evaluate them according to the guidelines listed in this chapter and if they measure up, go with them if you do not have a more attractive option at the time.

Contact local advertising agencies and commercial production companies. Communities with populations of 100,000 and up will generally have such firms. They are in constant need of melodies and musical ideas for broadcast commercials.

If you begin to receive favorable local reaction to your writing, you just might be ready for the next step in promoting your songs.

Email Promotion

Aspiring songwriters have sometimes been successful in landing their first publishers through an initial email contact. This is a special technique, however, and efforts of this kind often fail because they are not handled effectively. Here’s how to proceed:

1. Study the record charts and find out the names of publishers who are currently active in handling the type of music you write.
2. Contact the publishers to verify the name and email address of the appropriate contact person.
3. Send an email requesting permission to send in some of your songs. The email should be short, well written, and to the point. Briefly state what reception your songs have already experienced with professional performers. If permission is received, follow the publisher’s submission guidelines exactly (mail physical CD, email link to your music, upload to a file-sharing website like Dropbox, etc.) to send in only your three
to five best songs. Your submission should contain a demo of each song and separate files for lyric sheets for each song, with your contact details. Inclusion of professionally prepared leadsheets is optional with some publishers, but play it safe and include them too. Wait 3 weeks. If you receive no reply, call or email the publisher to confirm that your material has been received. If your songs have been received but have not gained acceptance, continue the process with other publishers until you receive a favorable reaction.

Very few publishers today will open unsolicited mail; not only are they wary of being accused of stealing material, but a greater concern is that the vast majority of unsolicited songs and demos are mediocre or worse. Publishers can’t take time to dig through the piles of songs received every week in the hope that one in a hundred might be worth serious consideration. But when a writer has been professional enough to obtain permission from the publisher to submit material, whatever is sent in is viewed differently.

**Direct Contact With Publishers**

Even though some lucky amateur songwriters manage to create publisher interest through email contacts, most songs get published following a direct, personal contact with the publisher.

Because popular music publishers have offices in the leading recording centers, the amateur writer who wants to go professional and doesn’t live in New York, Nashville, or Los Angeles will need to spend time in one or more hub cities. Occasionally, publishers will see unknown songwriters, but it is unwise for the newcomer to walk directly from the bus station to the publisher’s office. First, request an appointment by sending an email or calling the office and talking to the receptionist (always be polite to this gatekeeper). If you can drop a name of someone in the industry who has referred you, your chances will improve dramatically.

If you are fortunate enough to have been granted a meeting with a publisher, be sure to write a thank-you note afterward. Keep up that valuable contact even if you may not have new material. Then, when you are ready to submit more songs—whether in person or by mail—you will have an in.

**Network, Network, and Then Network Some More**

If it hasn’t become apparent by now, it’s worth stating bluntly here: Industry connections and contacts, those all-important ins, are the key to getting your songs noticed and, ultimately, recorded. Many publishers will take meetings based only on referrals by industry pros, for instance, and record producers heading into the studio with an artist will usually turn first to songwriters they know or who have been recommended to them.

The music industry is built on networking and relationships, and songwriting is no exception. The good news is that networking can be easy and fun. It simply means getting out there, getting involved, getting seen, and getting heard. A good place to start is by contacting your regional ASCAP or BMI membership representative, who may be open to reviewing and assessing your songs;
if he or she likes them, the representative can provide that all-important referral to a music publisher or label contact. ASCAP and BMI also host workshops for young writers, as do many other songwriter, publisher, and music business organizations. Use online resources to find out what’s happening, and attend as many events as you can; even if you are not (yet) invited to perform yourself—you can make invaluable introductions.

Contests offer another avenue to get your name and your songs in front of industry professionals; even if you don’t win, you may make an impression and a connection. The performing rights organizations sponsor some of the major ones, but others abound. Read music publications, search websites, and talk to other industry professionals for information, but exercise caution in making sure any such contests are legitimate and not moneymaking schemes keyed to entry fees or demo production charges.

Finally, of course, you can take the ultimate networking plunge and choose to immerse yourself in a songwriting hub city such as New York, Los Angeles, or Nashville. Particularly in Nashville, you will find yourself rubbing shoulders constantly with music industry insiders and wannabes—everywhere from coffee shops to clubs. If you can afford it, such a move can prove invaluable in many ways, including finding new collaborators. Even if not, a serious songwriter will try to schedule regular visits to any (or all) of these cities to attend workshops, forums, and meetings.

NOTE
1. Some attorneys have suggested not using the © symbol on a demo for fear its presence would create the legal presumption that the recording is published, thus leaving the composer vulnerable to an unwanted compulsory mechanical license.

CHAPTER TAKEAWAYS

- Songwriting is the essential ingredient of the music industry, but the crush of competition makes success challenging.
- Successful songs tend to exhibit similar characteristics, notably a hook—a repeated catchy phrase or refrain.
- A songwriter can expect to spend as much time promoting songs as writing them.
- Main sources of songwriting income include mechanicals, performance royalties, and synchronization fees.
- There are many ways to publish a song, ranging from signing as a singer-songwriter with the publishing affiliate of a label to establishing a publisher sole proprietorship.
- Carefully prepare a demo recording to woo publishers to offer a songwriting contract.
- Networking in the music industry is essential, particularly in the profession of songwriting.
KEY TERMS

controlled composition clause (p. 69)
cure (p. 72)
default (p. 72)
demo (p. 73)
hook (p. 60)
leadsheet (p. 62)
mechanical royalties (p. 66)
performance royalties (p. 66)
revenue streams (p. 65)
song doctor (p. 68)
Tin Pan Alley (p. 63)

DISCUSSION QUESTIONS

1. What defines a good song? How does this differ from a hit song?
2. Why would you bother to have a written agreement with a songwriting collaborator if you’ve never published a song?
3. Explain the difference between networking and promotion.
4. How should a songwriter react to a publisher’s proposal to deliver a work for hire?
5. What are some reasons a songwriter may want to get out of a contract? Discuss different ways to go about ending a contract.
6. Discuss specific ways a songwriter can promote his or her work. Which of these ways would be easier for you?
“Music is everybody’s possession. It’s only publishers who think that people own it.”
—John Lennon