

Agreement Canceling Collaboration

THIS AGREEMENT dated this _____ day of _____, 20____, concerns the unexploited work (the "work"), known as _____, and previously the subject of a certain collaboration agreement dated _____, by and between the following parties as joint authors:

[(ALTERNATIVE)

_____ (Composer of the music: "composer")
_____ (Author of the lyrics: "lyricist")
_____ (Author of the book: "book writer")]

All of whom are of legal age and sound mind, as of this date, time, and place.

1. In consideration of the mutual covenants herein subscribed, it is hereby mutually agreed and understood by and between the above joint authors, on behalf of themselves, their heirs, assigns, trustees, and/or executors, that the aforesaid collaboration agreement is hereby cancelled and terminated, as of this date, time, and place.

[Alternative paragraph 2 for a musical collaboration]

[2. The parties specifically agree that merger of their respective contributions of music, book, and lyrics has not taken place. Title to the respective elements will vest and hereinafter be owned solely by the following:

[Music _____
Lyrics _____
Book _____]

[Alternative paragraph 2 for a nonmusical collaboration]

[2. The parties specifically agree that merger of any of the creative elements contributed by each of them respectively has not taken place. These contributions are described more particularly in Exhibit "A" which is attached hereto and made a part hereof.]

3. Each owner of the respective elements is hereby free to use, exploit, publish, record, or produce said element in any way he sees fit, now and forever, in any medium, whether now known or hereinafter discovered. Each owner may enter into an agreement of collaboration with another person (s), not a party to the original collaboration agreement, to use all or any part of his respective element in another work. None of the owners will be liable to the others for any such use, and none of the owners will claim or have a right to claim any rights, title, interest, earnings, or other benefits in elements belonging to another owner.

4. To date, the parties have incurred certain costs in conjunction with the aforesaid collaboration agreement. Said costs are, approximately, as follows:

[Music _____
Lyrics _____

Book _____]

[The owner of each said element will be solely responsible for the costs of her element only.] None of the parties will be responsible as to the costs of elements not created by [him] [her].

5. None of the parties will have the right—or give the appearance of having any right—to market, publish, exploit or otherwise deal with elements not owned by [him] [her].

6. The work is based, in whole or in part, upon an underlying _____(novel, screenplay, etc.), entitled _____, the copyright to which is owned by _____. Prior to beginning the creation of the work, a license to adapt said underlying _____ was entered into by separate agreement with the copyright holder, by the undersigned_____.

Fees totaling _____ were paid to the copyright holder by _____. The undersigned _____wishes to pursue adaptation of the underlying _____ with other persons, whose identities may not be known at this time.

(a.) All of the joint authors hereby consent, now and forever, to the undersigned _____'s continued use of the underlying_____.

(b.)The joint authors hereby assign and transfer to the undersigned_____any and all rights to said underlying _____, which they may have acquired by the aforesaid written license with the copyright holder of the underlying _____and/or by reason of partial or full performance under the collaboration agreement.

7. This agreement will be governed by the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereby affix their signatures hereto.

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Attorney, producer, and playwright Charles Grippo is the author of *Business and Legal Forms for Theater* and *The Stage Producer's Business and Legal Guide*.