

All about music publishing

Copyright International Songwriters' Association 2005, 2009

To make some money from your composition, you have to get your song onto the market, on record, as it is not going to make any money for you until it is some form of recording available to the public. Songwriters tend to approach a music publisher, as he is traditionally the person who publishes songs, gets a record label to put them on record, collects the royalties, and sends you a large fat cheque every so often.

There are some good publishers and some not so good publishers, and some downright bad publishers around. Very few songwriters today would sign a contract without having it first vetted by a good music business lawyer. In any event, many publishers now use stock or standard contracts, which are generally fair to both writer and publisher. For that reason, most complaints which the ISA receives deal not with the contract itself, but with the subsequent behaviour of the music publishing company offering that contract in the first place.

Wonderful promises are freely made in pre-contractual discussions, and generous contracts are often entered into, but in spite of this, the songwriter emerges years later, hurt and bewildered. So what is the songwriter to do? In most cases, the writer could have saved himself a lot of heartache by asking a number of basic questions - the sort of questions you might ask somebody who was offering to sell something on your behalf, collect the money, and send it on to you later on, after deducting their own cut - which after all is basically what publishing is all about.

Obviously, you would want to be handled by a successful publisher, but isn't it true to say that a successful publisher has plenty of good songs and songwriters already, and is not likely to be interested in yours? Some writers are convinced that it is easier to get contracts for less commercial material from less successful publishers. Our experience actually shows otherwise.

The less successful publisher has fewer contacts, and so fewer outlets for songs signed, plus less money for demos and promotion (not to mention advances!), and frequently, though not always, less experience. Accordingly, I think you are better off with publishers who have had at least one British or American Top 40 hit in the last twelve months.

Forget about publishers who tell you about their hit in Scotland or Massachusetts, unless of course your material is suitable only for regional markets, and remember, if your publisher has been unable to get a hit for himself in the last twelve months, why should his track record now suddenly improve just because you are giving him your songs? In any event, an unsuccessful music publisher is probably not as financially sound as you would like him to be and as the publisher will be receiving your royalties, and putting them in his bank account before (hopefully) sending them on to you, you must be fairly happy about his financial position.

In this respect, you should always ignore the obvious - things like large offices, flashy furniture, and the Porsche outside the door. It is funny but often when a writer is talking to us about a publisher, and we tell him that the firm in question has not had a hit in years, he will usually get very defensive, and tell us about the large offices, or

the expensive furniture he has seen, or how the publisher drives a Mercedes. Most songwriters seem never to have heard of contract leasing. So do not ignore the outward signs but concentrate on checkable facts.

If you are self-employed, or if you have a friend in your firm's accounts department, you can have a credit check run on the music publisher by one of the many trade protection societies. Alternatively, a word with your friendly neighbourhood bank manager will elicit the information required. Obviously, if you discover that the publisher is having trouble paying his own bills, you will certainly have to think twice about handing over your songs.

Although overdue telephone bills should be paid by somebody, you hardly wrote your songs so that the royalties could be used to bring a smile to the face of somebody at British Telecom. On the other hand, if a publisher is just starting out, he will be full of enthusiasm, and therefore more likely than most to push your work. But make sure that he does know something about the music publishing business.

Some years ago, I went with an ISA songwriter to visit a publisher new to the business. We played him some demos, and the publisher expressed some interest in the songs, although he was a bit worried about the vocals on the demo. Hastily we explained that the songs had been performed by the writer in the style of the country legend Tex Ritter, simply because our member was a long-time fan of that singer, and was an expert at imitating the well-known nasal twang. However, we explained, the songs would readily suit most country singers, in particular Randy Travis. But our publisher was having none of it... "No", he said, "The demos are fine. The songs are excellent and Tex Ritter's career needs to be resurrected anyway. I'll send them right on to him". Gently, we broke the news to our publishing expert that more than Tex Ritter's career would have to be resurrected, the veteran singer having been dead for a very long time. To be honest, he was genuinely sorry about the star's demise, but needless to say, he didn't get the songs.

That was just a minor, and somewhat humorous escapade, but over the years we have had to explain to publishers the precise meaning of clauses in contracts which they themselves were offering. We have had to give publishers the correct contact addresses for stars whom they themselves had offered to contact with the songs they were signing... and we have even had to attempt to sing songs from lead sheet manuscripts for music publishers who cheerfully admitted that they could not read one note of music - even though they published it! After a few meetings, you will have some ideas yourself about the efficiency and expertise of your chosen publisher.

If you are not impressed by what you see, but are still tempted to sign, remember that ignorant publishers will give you bad advice, fail to promote your songs effectively or at all, and in some cases, may not adequately protect your rights (or indeed even their own) in subsequent negotiations. Luckily, most ignorant publishers fail after the first year or two, but a few seem to lead a charmed life - so beware!

The one area I have not touched upon is dishonesty - yet most songwriters think in terms of getting ripped off by dishonest music publishers. How real is that fear? Most people are honest, and in spite of what many songwriters may think, so are most music publishers. In more than 25 years in this business, I can honestly say that I have

found comparatively few dishonest publishers around. Having said that, there do exist publishers who do not make the demos they promised when the song was first being assigned. There are publishers who fail to promote the song at all, having signed it, but never tell you this. There are publishers who consistently fail to reply to letters from writers they have signed. There are publishers who make false claims of earlier successes. There are publishers who arrange sub-publishing deals to their own advantage and to your detriment, but all of these people are not necessarily crooked - just a little bent. Of course, there are crooked publishers, but they are a tiny minority who should be, and someday probably will be in jail.

Before signing with any publisher, try and speak with somebody who has dealt with that publisher, and ask him about his own experiences. If you cannot locate a writer who has dealt with that publisher, try us. Over the last 20 years or more, we have heard from members who have had dealings with almost every music publishing company, and indeed almost every music publishing executive in existence, and we can usually give you some idea of what to expect. Having said that, it is my opinion that in 90% of all cases, such precautions are superfluous, as I do genuinely believe that 90% of all publishers are relatively honest. They are not necessarily relatively efficient or successful - but they are, by and large, usually honest.

So what exactly is a "shark publisher"? Basically, a shark is a self-styled publisher who does not publish. The most basic form of shark is the gent who preys on lyric writers. As you know, when you approach a music publisher, he is only interested in hearing a complete song - and not just words. If he likes your song, he pays you a small advance, and starts trying to turn your song into a hit. In other words, a genuine music publisher publishes complete songs of lyrics and music, and he pays you - not you him.

Now the shark works the other way around. He will express enthusiasm for anything you give him... words on their own, music on its own, song titles on their own, anything you like - as long as you are willing to pay him to write melodies, write lyrics, write entire songs, and publish the results. The main point is that it will cost you money, and that you will never see one penny of that money again. Of course, they are not always that obvious. Since the ISA started pinpointing these people some years ago, they have got cuter. Nowadays, some of them say that the publishing is free, but that the writer will have to pay for copyright, or else for accounting fees, or else for promotion, or whatever. All of this is rubbish, and if you remember that the real publisher pays you, but that you pay the shark publisher, you will not go far wrong.

So finally, you get a publisher who offers you a contract, and your first worry will be - what should I be looking for? Well, you yourself should not look for anything in a contract, because under no condition should you examine a contract on your own. A contract is a binding legal document, and once signed, it is very difficult to break it, so take care - and have it checked.

Publishers do not get annoyed if you ask for time to have the contract checked. Some publishers, in fact, insist that you take the contract away and take legal advice on it before signing it. In recent times, I've even seen contracts which actually have a clause written into them saying that you confirm that you have taken legal advice

before signing. Songwriters sometimes think that publishers will give them just one hour to read over and sign the contract, but that's rubbish. Songwriters who believe this often have no idea how long it's going to take for their song to get put on disc, but take it from me, it'll probably take months, so you're not doing any damage or any harm by holding onto the contract for one or two weeks.

If the songs are really good and the publisher is really interested, he will sign them no matter how long you take to examine the contract. There are no time limits in songwriting. You can get your contracts checked through a lawyer, but it's very important that you get a lawyer who knows something about the music business. Any lawyer can look at a contract, and any lawyer can tell you if the contract is watertight, and you can take it from me that most of them will be anyway. But what you need is a lawyer or a solicitor who knows what the normal percentages on offer in the business are.

You see, if you went to a criminal lawyer tomorrow morning and said you'd got a publishing contract offering you thirty percent, well, he would not know whether thirty percent was good, bad, or indifferent. All he'd be able to tell you is if the contract would be legally watertight... whether it would oblige you to stick with the publisher, and what else it might force you to do - that's about all he could tell you. If he expressed any opinions on the percentage, it might well relate to his knowledge of book publishing, where a normal deal is 10% to the writer, and accordingly, he might well feel that the 30% on offer to you appeared to be a great deal, whereas as every songwriter knows, the minimum percentage which a songwriter ought to take is 50%. You're better off to get a music business lawyer, a lawyer who's familiar with music business contracts, but not a lawyer recommended by the music publishing company. Sometimes the company will suggest that their lawyer will advise you free of charge. But what you save really, is only a matter of perhaps twenty five or fifty pounds on a songwriting contract, and it's always better to use your own lawyer.

Incidentally, my advice is to use your own people in all areas; use your own accountant, your own lawyer, and your own agent. Another tip I would give is to beware of any company that seems to be very critical of your advisers. That's a bad sign, because normally people in the same industry don't criticise each other openly, and if they start criticising one of your advisors, it may very well be that they are afraid of this particular person; perhaps this particular lawyer or accountant has caught them out before.

As I said already, you shouldn't really examine a contract on your own, because you're always better off getting a lawyer to do so. But if you have decided that you are going to examine it on your own, then my advice is to look for the following points. Somewhere in the contract there should be an advance payment, no matter how nominal, because that is the whole principle of the thing. The publisher is going to be paying you; you're not going to be paying him, and in return for this payment, which might be 5p or £5 or £500, you will be giving the publisher the rights to promote your songs for a fixed period of time, after which you get them back.

Which brings me neatly enough to the second thing that there ought to be in your contract - namely a **short reversionary clause** of some type or other. By a reversionary clause, I mean a clause which gives the song back to you after a certain

period of time has elapsed. Ideally, there should be two reversionary clauses in the contract. There should be a reversionary clause which will give you back the material if the publisher is unable to place it. That's obvious enough. In other words, if the publisher can't get a recording of your material, you will get it back within a specified time. This could be so many months or years, but certainly it should be no more than two years, whereby the publisher agrees that if he is unable to get the songs on record, the songs will revert to your ownership, and you will be free to try elsewhere with them, and (what's more important) keep the advance which was paid you.

The normal term for such a clause is two years. You can suggest to your publisher that he should make it one year, and he'll probably laugh at you, but a lot of professional songwriters wouldn't even give him one year; they'd give him perhaps a one-month option on the song before they took it elsewhere. Now the chances are that you are not a professional songwriter, but I've seen contracts drawn up even for newcomers where the reversionary clause came into effect after only six months.

Then there is a reversionary clause which comes into effect even if the song has been published and recorded. In other words, a reversionary clause which stipulates that the publisher should give you back the rights to your song after a certain number of years, even if he's been successful with it. Now you can argue the number of years with him; some writers will insist on ten years or fifteen, and all that is a matter for bargaining, but again the principle should be insisted upon, that the publisher will not own the material for life even if he has been successful with it, and in any event, will not ever get to keep it if he has failed to get a recording of the song onto the market.

How about the percentages? Well the worst possible contract a newcomer would get would show one percentage of 10% and a whole load of 50%. If you see any figures lower than 10 and 50, there's something seriously wrong. But these are minimal figures which I use as a guideline.

The lower figure (the 10%) usually applies to all sheet music sales, and the higher figure (the 50% or upwards) usually applies to everything else - in other words, all performance royalties, mechanical royalties, recording royalties or any other royalty which comes in.

The figure which I referred to as the 10% figure applies normally to sheet music sales. Now if you don't find any reference to sheet music royalties, and you query this, the publisher may well say that there's nothing in the contract about sheet music sales because nowadays nobody buys sheet music. This is spurious, and you should demand a percentage of all sheet music sales.

Now we all accept that whereas your song may become a success, it may not become another "Strangers in the Night", but even so, the sheet music sales on any best-seller can be very substantial, particularly on tuneful, melodic, middle-of-the-road type songs. Now your publisher is telling the truth if he says that sheet music doesn't sell as well as it used to, but what still sells quite well is the compilation album of sheet music. These still sell and at very high prices: indeed you often see these in shops at £10-£15 each. You know the sort of thing I am referring to - books like "The Elvis Presley Song Book". You must get paid on these lines, because such books can sell

two hundred and three hundred thousand copies each, and if they are selling at £15, and you're not getting your cut, that's a hell of a lot of money to be missing out on.

The 50% or higher royalty figure refers usually to all other income, from whatever source, including performance and mechanical royalties. Most songwriters know that if a record sells, they get paid for every copy sold over the counter. Such royalties are usually referred to as mechanicals. Many writers know as well that most of their money comes not from these royalties but from performance royalties - in other words, royalties paid each time your song is performed. Those royalties are very important, because they could mean that if your record never sold at all in any real quantity, it might still earn some money if it were played on radio or on television, or in a dance hall, or a disco, or indeed if it were sung on stage live by a group or whatever.

Payments in this area can range from perhaps just a pound or two if it's a local English station at 7 a.m. in the morning, to hundreds of pounds if your song is played on peak time television. And if you're ever lucky enough to have your song chosen as a signature tune for a popular television show, well then the sky's the limit. So make sure that this percentage is as high as you can get. I myself would never accept anything under 60% in this area, and I'd be trying for 70% or 75%.

Then there are the mechanicals. If a record is sold over the counter, so much of the money paid by the record buyer goes back to the record company. *The record company then pays the music publisher a percentage of the retail price of the record, and the publisher then pays you a percentage of this (at least 50% of it) or whatever figure has been agreed in the contract.* Again, I'd be thinking in terms of looking for 60% to 70% as a minimum, given that the legal minimum in this area is 50%.

Of course, there are also other sources of income which will be mentioned in the contract. For example, if your song is used in a film, or if it's used as an advertising jingle, then you will also receive a percentage of that income. Again, there is a 50% minimum, but I'd be thinking in terms of asking for 60% or 70%. Usually, the percentages throughout the contract are identical anyway. In other words, if the publisher has offered 60% for one of the sources of income, he will be offering 60% for them all.

There should be a section in the contract which states when payments will be made. This will have to be on a regular basis; the maximum period between payments should be no more than six months or so. Beware of a clause which is quite popular in the USA which simply state that payments will be made "as soon as possible", because what is soon for you may not be possible for them for years, and you might find yourself waiting for money while they put it in the bank and earn interest on it. Worse than that of course, they might go broke before they pay you, and then you'll get nothing. So make sure that there's a reasonable time limit laid down.

Finally, in your contract, there should also be a section stating that you may inspect their books at any stage, but make sure that it makes clear that either you or somebody appointed by you may look at the books, because it would probably be of little use you looking at the books on your own, unless of course you happen to be an accountant.

So you have the contract - **how much money can you hope to make?** For most of today's top songwriters, their climb to the top of the pop music ladder has been long and hard. Success rarely comes overnight, but when you've found your own magic formula for writing hits, the financial rewards can be very high indeed. Let's take a look at just how much you might earn as the writer of a hit song. We're going to trace the 'rags-to-riches' life-story of an imaginary new song.

Let's imagine you've just finished both the words and music for the latest opus called "Get Back to Yesterday, Jude". You send off a demo of the song to a music publisher. The publisher thinks that it has tremendous potential and offers you the standard type of contract - any money earned by the song will be split equally between you and the publisher. Eventually, your publisher gets that chart-topping 'superstar', Stevie Smoove, to record your song, as the 'A' side of his next single. Suddenly, your dreams are turning into reality.

As soon as the record is released, Stevie Smoove's loyal fans rush out to buy it. Within a few weeks, Get Back to Yesterday, Jude is already a minor UK hit - having squeezed into the Top 30, with record sales of around 30,000 copies. Record companies have to pay a royalty (known as the 'mechanical royalty') on each copy of a record sold. In this country, the mechanical royalty rate is a percentage of the normal price for which the record is sold in the shops, whether it's a single or an album. But, since your contract says that your publisher (who collects the mechanical royalties) will keep half, you will only earn about one-half what the publisher collects for each single sold. With 30,000 copies having been passed over shop counters already, your song has just earned you about £500. These income figures, and those quoted later, are based purely on earnings from mechanical royalties.

With "Get Back to Yesterday, Jude" now sitting comfortably in the Top 30, many more record shops are beginning to stock copies. All of the important radio stations have started playing it, too. And after Stevie Smoove performs the song on Top of the Pops, it really begins to leap up the charts. By the time the record reaches the Top Five, your earnings total has shot up to about £2,500 (based on the very poor 50-50 deal you insisted on signing). Your song is now receiving maximum exposure. Everyone is singing it, or whistling it. And when it finally reaches Number One, it stays there for several weeks, bringing your total earnings from mechanical royalties alone to about £4,500 so far.

Now things really begin to move. Stevie Smoove rush releases his new album, which includes "Get Back to Yesterday, Jude", of course. Budget record companies include the song in their chart compilation albums, and companies which market albums by heavy TV advertising decide to include your song on their albums, too. Despite large record sales, income from budget and 'TV albums' (about £1,200 for a good-sized hit) is relatively small. This is because budget albums sell at a very low price, and the TV-promoted albums always include a large number of songs (the six and a quarter per cent mechanical royalty is split equally between each track on an album).

By the time "Get Back To Yesterday, Jude" is eventually nudged from the number one position, it has already sold enough copies to have earned you, personally, about £10,000. But the song isn't dead yet. Its chart success attracts the attention of many

top British recording stars. They adapt the song to suit their own musical styles, record it, and include it on their albums. A song which is adapted in this way and is recorded again and again by different artists in various musical fields is called a 'standard'. "Mandy", "My Way" and "Feelings" are just a few examples of recent songs which have already become 'standards'. Once your song reaches this kind of status, it's guaranteed to be around for years. It'll be consistently 're-discovered' by recording artists, and the numerous albums on which it is featured may sell well over the years - without actually getting into the album charts!

With only minimum effort to exploit the song at this stage, it could still earn you around £5,000 a year for several years to come. Performance income from 'standards' is extremely high, too. Plus there's always the chance that the song will be a big hit all over again in a few years' time - just like many songs by the Beatles today. The UK success of "Get Back to Yesterday, Jude" is eventually repeated all over Europe. The mechanical royalty in most European countries is currently eight per cent. Since their record prices are also much higher than ours, you're likely to earn more for each record sold in Germany, for example, than in this country.

A very important point to remember is that outside Britain your publisher has to involve a second publisher to look after your song on his behalf, in the country in which the record is being sold. This second company, called the 'sub-publisher', may be an overseas branch of your British publisher, or it may be a separate company to which your song has been licensed for several years. Either way, the sub-publisher takes a percentage of the song's earnings from that country (usually at least 15 per cent), and returns the rest to your UK publisher. It's this net amount which is eventually split between you and your publisher back home.

"Get Back to Yesterday, Jude" reaches number one in nearly all of the major European countries - selling a cosy one million copies in the process. These sales earn about a further £15,000 to swell your bank account. So far, with a number one hit throughout Britain and Europe, you've earned about £25,000 purely from record sales. A good-sized hit in other parts of the world, such as Japan (which has recently emerged as the world's second largest record market), Australasia and South America, can earn you at least £10,000. With your song rapidly becoming a major international hit, your total earnings have reached about £35,000. Almost delirious you rush out and begin choosing the colour of your Rolls Royce!

Within a few weeks of Stevie Smoove flying to the United States for a coast-to-coast tour and appearing on several major US television shows, "Get Back to Yesterday, Jude" crashes into the US charts. It climbs right to the top, and remains in the US Top Ten for nearly a month. Since more records are sold in the US than in any other country in the world, sales of over one and a half million copies are easily notched up. Despite the US mechanical royalty rate being lower than in many other countries, the huge amount of records Stevie Smoove is able to sell in the States brings in another £15,000. So far, the total income from your world-wide smash is over £50,000. And "Get Back to Yesterday, Jude" shows signs of going on to become an international 'standard' - the total earnings of which are just impossible to estimate. Wisely . . . your doctor puts you under sedation!

And it is now time to add in the performance royalties. A successful song can also earn a lot of money from 'performance royalties' - the royalties payable every time your song is played on radio or television, or is sung in a theatre, etc. In the past, certain records have been 'turntable hits', with just about every DJ on every radio station in the country having played them. They've earned a lot of performance income, without actually selling many records or getting into the charts. On the other hand, some records have become hits through consistent "plugging" in discos and clubs - without being played once on the radio! The performance income from a good song which is played a lot on both radio and television, and is also popular in the discos and clubs, can sometimes be as much as the income from record sales. But, since performance royalties are difficult to estimate, we'll leave them for now. If you think all this sounds like a fairy tale, just look at the real life success story of Eurovision Song Contest winner, "Save Your Kisses For Me". It earned its writers an estimated £100,000 from record royalties alone. And remember, the income from performance royalties meant as much again!

Article Source: Extract from ISA Songwriters Course ("Selling Your Songs" edited by Jim Liddane, International Songwriters Association, www.songwriter.co.uk)

"Don't give up your copyright" is the cry often heard from musicians and songwriters. Yes, the music business is rife with tales of woe, about songwriters like Richard Berry who gave up his "Louie, Louie" copyright for \$750 (Berry eventually won a \$2 million court judgment over the song). But the reality is that just about every songwriter who signs with a major music publisher gives up the copyright. In return, the songwriter receives a hefty portion of the royalties over the life of the copyright. So don't be afraid to sign off on a copyright if you're dealing with a reputable music publisher and if a seasoned music business attorney has examined the deal.

How do I make some money out of my composition?

You have to get your song onto the market, on record, as it is not going to make any money for you until it is some form of recording available to the public. Songwriters tend to approach a music publisher, as he is traditionally the person who publishes songs, gets a record label to put them on record, collects the royalties, and sends you a large fat cheque every so often.

In the good old days, or so the Hollywood movies suggest, the writer just dropped into his friendly neighbourhood publisher, who wheeled out the piano, so that the hero could play his latest smash hit for the suitably amazed executive. Nowadays, you need a recording of your song, or demo recording as it is called. A demo is just that - a recording of your song for demonstration purposes. You can make a demo yourself with your own voice and nothing else, or you can hire the London Philharmonic Orchestra plus Abbey Road Studios.

Would you advise songwriters not to make their own demos?

If you have the equipment and the ability, then you should produce your own demos. Nowadays, home recording equipment is very advanced, and sounds are possible right now which would have required an orchestra only ten years ago. If you do not have the recording equipment, or the musical ability, then you can hire both. Most towns have recording studios, and musicians are easily (if not necessarily cheaply) come by. The important thing about making a demo yourself is that you are in control of the final product and you produce the best version which you believe possible - or at least a version that satisfies you. It will not be all that cheap, but if you rehearse carefully, and if the musicians know what they are doing, it may not work out too expensive.

You can also use one of the mail-order demo services. These will usually work out cheaper. The disadvantage is that you are not in control - it depends on the interpretation put on your song by some arranger you have never met. Most mail order demo services are able to charge comparatively little because they work with the same tight group of musicians and singers, but often this means that they only have one or two vocalists available, and if your song does not quite suit their style of singing, you may not be too happy with the results. My advice is to ask for a sample CD, make one demo, and if you are happy with that, stick to that particular firm.

It is hard to be definitive about the best method of producing a demo since a lot depends on circumstances, but you are better off making the demo yourself, unless of course you find a firm which is capable of doing a better job than you yourself can.

How good does a demo have to be to impress a music publisher?

If every publisher was also a musician, then I would say not to worry about the demo, because a musician would recognise a good song no matter how badly performed it was. However, a lot of publishers start life as lawyers, accountants, managers or whatever - anything except musicians, and despite what they tell you, a good demo **does** impress them. They do not have the necessary imagination in many cases to work out what your song might sound like if it had been properly recorded in the first place. Smaller publishers also like well-made demos, because they can use a good demo to promote the song to labels or performers without having to re-record the material, saving both money and time.

Sometimes you hear about demos which are good enough to use as masters.

Should I go that far?

It all depends on what type of song it is, and who it is destined for. Obviously, if you are hoping to have the song released by the latest heart-throb, there is no point in recording it to master standard. All you need is a good demo. On the other hand, if you have a local band or singer whose version of your song is really great, and if you can make a master-quality recording of the song using that act, then you can think in terms of not just selling the song to a publisher, but of selling the entire package of recording, song and act, to a major label.

Nowadays, most new product makes its way onto the market in this fashion. To a great extent, the days of the songwriter sending in a rough demo to the publisher, who then makes a better version, and sends it on to a label, who in turn persuades a star to record it, are gone. Nowadays, the package deal is more common...the writer writes a song, finds a band, records the band, and furnishes the label with a finished product.

In other words, songwriters nowadays are basically record producers?

Not all of them by any means - there are plenty of "pure songwriters" about, but of course, with more acts writing their own material, outlets for the pure songwriter are reduced, so more and more writers are thinking in terms of the entire product - from the song to the record - and not just the song itself.

In reality, a lot of this comes about by chance. A writer decides to make a demo in a local studio, and instead of paying musicians, seeks out a local band, and offers them a chance to work in a studio free of charge, recording his song as a demo. If the recording works out better than expected, then the writer thinks in terms of selling the entire package as a master - if not, then he thinks only in terms of selling the song, while the band use the tape to try and get themselves a deal. If either succeeds, then both may be lucky. The publisher who likes the song may also be able to place the act - while if a label likes the act, they may also take the song.

Of course, if a writer produces a master, he is dealing with a record label, and by-passing the music publisher?

Usually that is so, and of course the writer will then think of trying to keep the publishing himself, or keeping at least some of it. On the other hand, I know quite a few writers who produced a master, and instead of going to a label with it, went to a publisher, and used the publisher's expertise and skill to get them a record release on the master.

It seems strange that you should suggest sending a song to the publisher who has published a similar song. Surely he will be looking for something really different next time out?

Oddly enough, publishers tend to regard with enthusiasm songs similar in style to the type of material they have had hits with - I suppose it is a psychological thing - but there is also some hard business logic behind it. If a publisher has had a hit with a particular type of song, he knows the ropes on placing that type of number, and that is half the battle.

Sometimes, it so happens that he will try and place the song with the singer whose previous hit he published, so that the whole thing becomes a Catch 22 situation. The

publisher recalls a hit published by him - and now finds you have sent him a similar song. He contacts the act or record label concerned. They would like to stick to the hit publisher who gave them their previous hit - he would like to stick to the hit formula which gave him that hit - and all of a sudden, the singer's follow-up sounds suspiciously like his previous record and frequently ends up missing the charts, which was hardly the point of the exercise in the first place, but it does often happen.

Is it true to say that most publishers are basically the same and that it makes no real difference which publisher you deal with?

I would not agree there. There are some good publishers and some not so good publishers, and some downright bad publishers around. Now, very few songwriters today would sign a contract without having it first vetted by a good music business lawyer. In any event, many publishers now use stock or standard contracts, which are generally fair to both writer and publisher. For that reason, most complaints which we receive deal not with the contract itself, but with the subsequent behaviour of the music publishing company offering that contract in the first place.

How many songs do I send in at any one time?

Not more than two or three, putting the best one first. The publisher is at least going to listen to the first one, although I have known publishers who rejected demos without playing them, simply because they didn't like the look of the lyrics. Indeed, I heard of one publisher who allegedly used to throw out about 80% of the demos purely on their appearance! If they didn't look nice and neat, he threw them out. He always claimed that he had never rejected a hit song by using this method, but frankly I have my doubts!

I like to put the best song first because at least the publisher is going to listen to the first one. There is a theory that you should always keep the best until last, but in most cases, publishers will only listen to the first song anyway, and there is a strong possibility that unless the best one is first, he will never get to hear it. In any event, never put more than three songs on any demo. Publishers get demo with 27 songs on them, and this annoys them no end - it looks so amateurish.

What about the letter to the publisher?

Make sure that you enclose the lyrics, neatly typed out, and most definitely not handwritten. Then you should enclose a brief letter, preferably on a professional-looking letter heading, saying simply that you are enclosing some songs, and hope that he finds them of interest. There is not much point in saying anything else. Indeed, anything else will probably be somewhat of an anti-climax - unless you really have had some major hits he knows nothing about, and so my advice is -stick to the facts and let the songs speak for themselves.

By the way, American publishers often refuse unsolicited material, not just registered post material. Actually, European songwriters who complain about publishers not returning their demos inside a month amuse me. In America, many publishers refuse point blank to even open unsolicited material, and European writers have it comparatively easy. I think it will eventually happen here too, because some British publishers are getting tired of putting up with abuse from songwriters about missing demos or delays in returning demos, which technically speaking, the publisher didn't have to accept and never asked for.

What happens if the publisher likes my song?

If the publisher likes the song he may contact you and ask to meet you. The reason is because he is going to spend a lot of money on you and he will probably want to make sure that you are the sort of person who will be able to produce songs on a regular basis (a person who has the potential to become a prolific songwriter). He is also going to have to deal with you on a regular basis, you are going to have to trust him and he's also going to have to trust you, so that's another reason why he will probably request a person-to-person meeting.

Or he may just send you a contract in the post, and ask you to sign that on a one-off basis, and of course that will give you plenty of time to examine it and decide if you want to. On the other hand, he may like your songs and not send you a contract but simply ask for more songs. Many publishers do this because this is one way of checking if you are really in the business of writing songs or simply an amateur who has come up with one good idea, and will never come up with another.

Eventually I get the contract I want. What happens now once I have signed it?

Well, now the publisher tries to get the song recorded. There is no advantage in his keeping it in a desk and not bothering with it even though songwriters often complain that this is what is happening. It can happen, sometimes because between the date the publisher signs the song and the date he starts to work on it, there has been a change of circumstance, or his best contact is no longer with the label or whatever, but you must remember that when the publisher signs you, he is already spending money on you.

He may have only spent a few pounds in signing you up, but of course, you are now part of his overheads. You are part of his telephone bill, his legal fees, his rent. So every time he sits down in his plush chair, you are probably paying a portion of the leasing cost of it, or at least you would be if you were earning any money for him.

So from being one of his assets (which is the way he thought of you when he signed you), you have now become one of his liabilities, but you could yet become one of his assets, so he does try and promote your songs. Indeed, a lot of publishers won't sign you up at all unless they are already pretty sure they can sell the song. Accordingly, in spite of what writers often think, there aren't that many publishers nowadays who just put the song on the shelf and forget about it.

In reality therefore, it would seem that getting your song accepted by a publisher is only half the battle? He must now get it accepted by a record label or a recording artist?

Precisely. This is a completely different type of business from the business of songwriting, so there's not much point in going into it in detail. But basically, your publisher will be contacting record companies, record producers and singers, and this activity will hopefully lead within the next few months to you getting a letter in the post, saying that the song is about to be recorded by somebody or other. Now, remember, the publisher makes no money until then, and so, there is no point in ringing him up every week and pestering him to know who is recording it, because, I can assure you, if there's any good news at all, he'll be the first to know and you'll be a close second.

So the publisher finally secures a cover on my song. What now?

The publisher's first task, even before the song is out on the market, is to ensure that it is copyrighted properly around the world. Your own home copyright which we talked about earlier is sufficient for an unpublished song but naturally copyright for a published song is much more complicated, and the first thing the publisher must do is to make sure that the copyrights are protected in every small, out-of-the-way country in the world, as well as in all the large ones. Some of these countries will have different copyright laws, so the whole matter is relatively complex.

Having secured the copyright, is the publisher's involvement finished when the song finally comes out on record?

No, in fact when the song finally emerges on record, the publisher will continue promotion. Although the record label will now be promoting the record itself, a good publisher will also be involved in pushing the record as well, either by contributing to the promotion budget, or even by having his own pluggers going round the radio stations trying to push the song, and he will also be trying to get other people to do cover versions of it. He will still be approaching other record labels and producers, trying to get the song put on other artist's albums, included in compilations, used in films and in advertising jingles, etc. and if he's a good publisher, then five years from now he'll still be pushing that song.

So that is why years later, so many old songs make a comeback on the charts?

Yes, somewhere, some good publisher is still pushing! You know, songwriters often complain that the charts are too full of old songs and that it's unfair to songwriters. But of course it's not unfair to songwriters. Whether they're old songs or new songs, some songwriter is making money out of them, and I can assure you that the songwriter who has written the old song now back in the charts, is very pleased that his publisher is still managing to get a recording of it, because that's how the income mounts up -not just from the first hit, but from the subsequent versions of it.

A hit song is sort of like a pension for life then?

Exactly. A publisher told me once that his income ratio was one to one; in other words the first hit recording only brought in half the amount of what the song would make in later non-hit versions by other artists.

Article Source: Extract from ISA Songwriters Course ("Selling Your Songs" edited by Jim Liddane, International Songwriters Association, www.songwriter.co.uk)