



October 2005

New Newsletter Editor Needed

After many years of editing the BSW newsletter it is time for me to pass the job on to others. I am beginning some challenging organizing work for social change with the founding of a national women's alliance, so I decided this is a good juncture to find a replacement. I will be completing my tenure by the end of the year. Starting in January I will happily coach the new editor and help with the transition. After two or three editions I will step out and leave it to the new person.

Editing the newsletter is a fun and interesting job and probably averages about four hours a month. Usually the editor identifies the topics and there are a few people in BSW who help by doing the interviews or writing on relevant subjects. Also the Internet is a good source of material.

Please give this some thought; perhaps you could serve BSW as the next editor. Call or send me an e-mail...I am happy to provide you with additional information.

Martha Rogers

Legal-Ease: Approaching a Lawyer

By **Janie Ross Coulter**
(Published January 2001 on the Internet:
www.suite101.com)

Here are some things to consider when choosing a lawyer to protect your songwriting endeavors, culled from a talk given by the quite savvy and personable New York entertainment lawyer Wallace Collins (and, therefore, largely from a lawyer's point of view). The talk was sponsored by The National Academy of Popular Music.

Each lawyer is different, including the fact that each lawyer has a different personality that may or may not mesh with yours. Shop around. If someone says they like their lawyer or have had a good experience with their lawyer (you know how unusual that is!), that's a good recommendation right there. Whether you talk on the phone or at a conference, networking meeting, or nightclub, meet with a few lawyers even before you really need one. Then, when the time comes, at least you have an idea of what several lawyers are like, and you can make a more informed choice. Make sure it's someone who not only has experience, but with whom you're comfortable talking. Know a little about the business yourself. Don't get so caught up in it that you don't have time to be creative, but read enough to have some idea about what's going on.

Don't be fooled by people in the limelight who portray the image that they don't care about such things. As Collins says, any artist who is doing well and makes it look easy is doing a lot of rehearsing! In addition, their businesspeople are doing a lot of negotiating. It may seem cool to pretend you don't care about the business, but it's not particularly wise, and most of the bigger, more successful artists did not exactly stumble into it. As much effort goes into the business side as goes into the creative side of songwriting. It's all part of making it happen. So, educating yourself -- at least to basic terms, etc. -- helps you communicate with your lawyer and your manager. As Collins quipped, if you're going to have heart surgery, you might want to buy a book to read up on it, but that doesn't mean you're going to perform it on yourself! At least, though, you'll understand what they're talking about when they tell you how it's going.

In terms of what lawyers charge, every lawyer has his or her hourly rate or percentage or set fees for various deals and projects. It may be negotiable -- that is between you and your lawyer. Some lawyers require a retainer -- meaning an advanced fee -- while others operate pay-as-you-go. The hourly rate can range greatly -- from \$125 up to \$325 and more -- so check around in your area. Fee arrangements may also depend on whether you're dealing with a contract, which would more likely be pay-as-you-go, as opposed to a lawsuit involving court appearances, etc. Court-driven cases are less in the lawyers' control and more likely to require a retainer in order for the lawyer to be on call for court appearances and the like.

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INTERESTING WEB SITES

A fabulous site for free songwriting lessons from Berklee College of Music; check it out:
www.berkleeshares.com/songwriting__arranging.

To locate songwriting books: www.bestwebbuys.com/Songwriting-books.html

Mark Your Calendar

Upcoming BSW Meetings: October 11th and November 15th

(Meeting details and directions are on page four)

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This brings up another point that you should remember: lawyer-client confidentiality. The only equivalent levels of confidentiality are husband and wife or doctor and patient. Lawyers cannot be subpoenaed to tell what clients talk to them about, unless it involves a criminal act. It is a fiduciary relationship, meaning that the lawyer is obligated to work in your best interests. Don't be afraid to ask any questions you have upfront (financial or otherwise), or later on as they occur to you. Although lawyers may sometimes make you feel like you're working for them and you do what they say, the reality is that they're working for you. You do the hiring and firing.

Rule of thumb: if anyone asks you to sign anything except an autograph, consult a lawyer. Remember, "right now" still means "tomorrow morning." There's no excuse for you not to be able to talk to somebody before signing and feeling comfortable.

The best situation is when the client (you) is in no hurry, because the strongest negotiating position is to be able to say, "I don't need this deal." The most dangerous situation is when you are desperate for the deal. According to Collins, the problem is later, when you do the deal against the lawyer's advice because the lawyer doesn't like various aspects of the deal but has to agree to it to get the deal done. A few months down the road, you may say, "This isn't a very good deal. You shouldn't have let me do that." Remember, in truth, the lawyer can only advise. It is the client who makes the final decision by signing. The client who is blinded by someone's interest in him or her may not hear the lawyer say, "don't do it." It's a delicate balance, especially when the deal does not seem to be advantageous from a legal point of view, but appears to the client to be the only deal in town. This is when the lawyer-client relationship matters: you need to know who you are (in terms of where you stand on an offer), and you have to be comfortable with your lawyer. If the lawyer says back off the deal, it helps to have a certain amount of trust. As Collins said, "do you want me to do it fast, or do you want me to do it right?" It's partly trust, but it's also partly your own confidence in your abilities -- i.e. if you're good enough to interest this person, then you're good enough to interest somebody else who will give you a fair deal. If you've chosen your lawyer wisely, then most times if your lawyer says "my advice to you is don't do this deal, because the things they're willing to give us aren't enough to make it worthwhile," you should have enough confidence in yourself and your lawyer to go with that.

An interesting point you might think of in terms of feeling "ripped off" in a deal: You may feel ripped off, but nobody really ripped you off. It's a business deal, and everyone is out to make the best business deal they can. So if (1) they know a lot more than you know and (2) they have a good lawyer and you don't use a lawyer and (3) they end up "ripping you off," it's no different than if (1) you're making a real estate deal with Donald Trump and (2) you choose to let him make all the decisions and let his lawyers do all the paperwork, because (3) you know that he knows a lot more about real estate. That would be like going to a record company and saying, "Well look, you know a lot more about all this than I do -- just give me whatever you think is right." Then later, you think you got ripped off. Hello. In truth, you just made a bad business deal, because you weren't savvy about it.

If you've chosen well and you're thinking straight, a lawyer can come in to help prevent that. Any objections?

Exploring the AABA Form in Songwriting

Adapted From: "Songwriting For Dummies"
(On the Internet at: www.dummies.com)

The form known as AABA was the form of choice in the first half of the 20th century. It's still used today in songwriting, but has fallen off in popularity. However, it's good to know this form because you never know when it'll be the perfect fit for the song you are writing.

Examining the AABA form

In the AABA form, the A sections are the verse sections, and the B section is a bridge. In other forms, B represents whatever section comes second in the song. The title is usually placed either in the first or the last line of each verse and is in the same place each time it comes around.

The bridge is a section that provides a contrast to the verse sections by using different chords, a different melody, and sometimes a shift in the focus in the lyrics. It provides an interlude between verses, which can be very effective if it's done well.

In the classic AABA song, the A sections are usually 8 bars in length and constitute the main melody of the song. Each of the three A sections has a different set of words, although the last verse section can be a repeat of the first, as is the case in the song "Monday, Monday" performed by The Mamas and The Papas (written by John Phillips). In fact, all three verses can be the same, as in John Lennon and Paul McCartney's "Do You Want to Know a Secret?" But these are exceptions to the rule and you won't find many songs that repeat verses like that. Songwriters usually compose three separate sets of lyrics for the verse sections of the AABA form.

The conclusion of this article will appear in the November newsletter.

BSW Newsletter

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