

## What Exactly Is a Staff Writer?

Generally, what any aspiring songwriter wants is to become a staff writer for a music publisher. That's because most publishers will give their highest priority to pitching a staff writer's material, and with good reason.

Let me explain it this way:

Let's pretend that you are going to pitch your songs to a successful publisher who employs staff writers. Let's also assume that one of those staff writers is Sandy Knox ("Why Haven't I Heard From You" / "She Thinks His Name Was John" / "Does He Love You" - all Reba cuts). We'll call the publisher Al (I don't know who Sandy's real publisher is).

Al pays Sandy a "salary" that is really an advance against royalties. Roughly 80% of Sandy's income from those songs came from performance royalties - the royalties from radio play and concerts. Sandy, we'll pretend, is a BMI writer, so BMI paid the writer royalties directly to Sandy and the publisher royalties directly to Al. Since Sandy is a staff writer, the copyrights on all of Sandy's compositions belong to Al's publishing company from the moment the ink comes out of her pen for whatever term is specified in their contract.

Now, Al would of course like to recoup the advances paid to Sandy. However, the only money of Sandy's that he can get his hands on are the mechanical royalties - the royalties from record sales - paid to him directly by the record company. These royalties constitute approximately 20% of the overall royalties being paid on those hits. So Al will deduct Sandy's advances from her share of the mechanicals before he hands over the balance.

Meanwhile, of course, Sandy knows she is now a *big* writer. So she renegotiated her contract with Al so that she will get not only the entire writer's share but also half of the publisher's share. In addition, she is now receiving an advance "salary" of tens of thousands of dollars - money that Al can now recoup from only half a publisher's share of mechanicals. Now lots of artists are going to be interested in songs by Sandy since she's been so successful, so Al signed the contract with Sandy knowing that he stands a good chance of coming out ahead - *if*, of course, he pitches and places Sandy's songs.

Incidentally, don't get the impression that Sandy's publisher is working "uphill" to earn a profit. Remember that while Al can only recoup Sandy's salary from mechanicals, he is nevertheless receiving half the publishing share of the performance royalties, too. But also keep in mind that Al, not Sandy, is the one paying for the actual building and maintenance for the publishing company, the phone lines, the clerical assistance, etc.

Next week, Al has an appointment with Reba and her producer. He knows that he'll probably be able to pitch only five songs during that appointment, and Al has, say, eight staff writers including Sandy, all of whom believe they have written Reba's next hit. Al has paid advances in varying amounts to all of his staff writers. Sandy has three new songs that sound pretty good for Reba, and Reba of course is eager to hear what new things Sandy has been writing. But two of Al's other writers have "Reba" songs that are actually *better* than Sandy's songs. So, with those two songs and Sandy's three, Al's ready to pitch to Reba.

Then here comes you, the aspiring songwriter. You'd be ecstatic if Al gave you a single-song contract for your song, which you believe is "perfect" for Reba. If Al decides to take your song and *really* pitch it, he is going to have to withdraw one of the five songs he's already planning to take and substitute yours instead.

Why would Al even choose to do that? Well, Al's bottom line goal is a Reba cut, and Reba and/or her producer and/or her A&R (Artists & Repertoire) representative and/or some record company executive may not like any of the five songs that Al already has. So, *if* you have written a *much better* song than any of the five he already has, Al may use yours.

What does that mean? It means that in order for you to get a contract on a song that will be seriously pitched, you can't just write a good song, or even a great song; you *must out-write* the best professional songwriters in Nashville. I like to use "Why Haven't I Heard from You" as a standard; if you were to write a song every bit as good as that one, your success in Nashville is probably assured.

Now the odds I've just described don't mean Al won't give you a contract. If he likes what you've done and thinks you have promise, he might give you a single-song contract just to create a formal relationship between the two of you so that you will keep coming back and he will be able to keep track of your progress and improvement - maybe even mentor you to develop the way he wants you to develop. He might even pitch your song to Reba - but not necessarily at that personal pitching session. Instead, he may drop your song in the mail to Reba's A&R rep, where it will probably end up in a barrel (literally) beside

the A&R rep's desk. But what you will hear from Al is that the song was pitched to Reba and Al's waiting to hear back.

There isn't really anything wrong with Al's method, either. You're getting exactly what you need and the "pitch" is valid (with Al's name on the tape, the A&R rep just might listen - and who knows, lightning might strike). In fact, Al may even actually play your song at a personal pitch session later on for a brand new artist whom no one has ever heard of. He can do so because his own writers might get upset if he ends up getting a "hold" on one of their best songs with such an artist, since the odds are stacked against new artists making it to the charts.

When a publisher believes that you already have a strong catalog and you're going to get stronger, and when he or she either has a slot open on the staff or if you're not asking for anything that the publisher can't afford to give, then the publisher may offer you a staff deal. Or if you write something as good as "Why Haven't I Heard from You" the publisher may offer you a no-money or low-money staff deal just so no one else snaps you up. If you like the publisher, then you'll be happy.

Hey, it's a business!

*March, 1997 - Jim Melko*