

## ROYALTY AGREEMENT CONTRACT

**AGREEMENT** made and entered into the day and year indicated on the last page hereof by and between the undersigned lyricist(s) and/or composer(s) and/or arranger(s) (hereinafter referred to jointly and/or severally as "Writer"), and the undersigned publisher (hereinafter referred to as "Publisher").

### W I T N E S E T H

**WHEREAS**, Writer has written and/or composed and/or arranged the composition(s) set forth on Schedule A annexed hereto and made part hereof (each is hereinafter referred to as "the composition").

**NOW**, therefore, in consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_) DOLLAR and other good and valuable consideration, in hand paid to each of the undersigned at or before the ensembling and delivery of these presents, receipt whereof is hereby mutually acknowledged, it is hereby agreed:

1. Writer represents and warrants that he is the sole lyricist and/or composer and/or arranger of the composition; that said composition and/or arrangement is his own original work and creation (except such part thereof as is taken from public domain) and is not a copy of any other copyrighted work; that he has not sold, assigned, leased licensed or in any manner disposed of or encumbered the rights herein granted to Publisher; and that he has the right to enter into this Agreement. Writer agrees to indemnify and hold Publisher harmless from all loss, liability, damages and expenses by reason of breach of said representations and warranties.

2. Writer hereby sells, assigns, transfers and sets over unto Publisher the composition and each and every arrangement, adaptation and version thereof, together with the universe-wide copyright thereof, and the right to secure copyright therein throughout the entire universe, and all rights of whatsoever nature, both legal and equitable therein, thereto and thereunder, including but not limited to the sole and exclusive universe-wide publication, mechanical instrument, electrical transcription, video cassette and recording, commercial rights, and the right of public performance for profit by any and all means, and through any and all media, and the right to arrange and adapt and all other rights now known or hereafter to become known.

3. In consideration for and in full payment of the aforesaid sale, Publisher hereby agrees to pay to Writer the royalties set forth on the royalty schedule hereto and made part hereof with respect to the composition.

4. The term "Writer" used herein is deemed to mean all of the undersigned persons and any and all royalties herein provided to be paid to the Writer shall be paid jointly to the said persons if there be more than one, and shall be divided equally among them unless otherwise indicated on Schedule A. The term "Publisher" used herein is deemed to mean only the signatory Publisher excluding all affiliates and subpublishers.

5. Writer shall deliver a lyric sheet and cassette of each composition to the Publisher promptly after the execution and delivery of this Agreement.

6. Writer grants Publisher the right to use his name, photograph, likeness, facsimile signature and biographical material in , on and in connection with publications, recordings and advertisements of, containing or relating to the composition.

7. Publisher may destroy excess inventory of composition.

8. Writer hereby assigns to Publisher the United States renewal copyright and all extensions and longer or different terms of copyright which may be provided by law in and to the composition and pursuant to law in the name of Writer and to execute and deliver to Publisher such formal written assignment thereof, as may be required by Publisher, subject to the terms of this Agreement.

9. Writer hereby consents to the assignment of this agreement and/or the composition and/or the copyright thereof, or any and all of the rights therein by Publisher, subject, however to the terms hereof of the royalties herein specified.

10. This Agreement is binding upon the parties hereto and their respective personal representatives, successors and assigns.

**IN WITNESS WHEREOF**, Writer has hereto set his hand and seal and Publisher has caused these presents to be signed by its duly authorized officer, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Publisher**

\_\_\_\_\_  
**Writer**

**SCHEDULE A**

Title of Composition(s)

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Share of Royalties:

**WRITER'S PERCENTAGE** \_\_\_\_\_

**PUBLISHER'S PERCENTAGE** \_\_\_\_\_

## **SCHEDULE B**

### **ROYALTIES**

- (a) Publisher shall not be required to pay royalties on professional and complimentary copies and records or copies and records which are distributed for exploitation purposes.
- (b) All net sums actually received from the licensing of mechanical instrument, electrical transcription, motion picture and television synchronization rights and all other rights (including the use thereof in song lyric folios or magazines) are split 50/50 between Writer and Publisher. Publisher receives 100% of Publishing share; Writer(s) receive 100% of Writer's share, known or hereafter to become known in the United States and Canada, except that Writer shall not be entitled to receive or share in any sum or sums which the Publisher may receive from any performance right society throughout the world which pays a share of performance fees directly to authors and composers.
- (c) If the respective performance right society shall cease to operate, Publisher shall administer the performance rights in the composition and shall pay Writer the percentage thereof indicated in (b) above.
- (d) If and when publication or use of the composition is made outside the United States and Canada, Publisher shall pay to Writer FIFTY (50%) PERCENT of all net sums actually received by Publisher from the sales and uses (except for performance fees referred to in (b) above, all subject to deduction for foreign income and other taxes required to be withheld.

## SCHEDULE C

The performing rights society of choice is BMI. BMI uses a system similar to that of other performing rights organizations throughout the world and considers payments to writers and publishers as a single unit equal to 200%. Where there is the usual division of performance royalties between Writer(s) and Publisher(s), the total Writer's share will be 100%, (1/2 of the available 200%) and the total publisher's share will be the remaining 100%.

Please note the following rules with respect to the division of the 200% royalty:

1. The publisher(s)' share may not exceed half of the 200% royalty.
2. If the agreement between the publisher(s) and Writer(s) provides for the Writer to receive more than half of the 200%, the work should be cleared indicating the percentages allocable to all writers and all publishers so that the total is not more than 200%.
3. Where no rights (or only partial rights) have been assigned to a publisher, the writer(s) will receive the entire 200% (or the balance of the entire 200%) in the same ratio as their respective writer shares.

If BMI is subsequently notified that the rights have been assigned to a publisher, BMI will credit the publisher with the appropriate share for performances commencing with the quarter in which such notice is received. No retroactive adjustments will be made by BMI.

**THE RATES DESCRIBED ARE BASE RATES AND CONSTITUTE A 200% SHARE. BECAUSE BMI OPERATES ON A NON-PROFIT BASIS, WE DISTRIBUTE ALL AVAILABLE INCOME AND MAY, FROM TIME TO TIME, VOLUNTARILY PAY INCREASED ROYALTIES TO OUR WRITERS AND PUBLISHERS AND TO MEMBERS OF FOREIGN SOCIETIES WHOSE WORKS WE LICENSE.** When computing royalties earned by single performance, these base rates are multiplied in the case of a network performance by the number of stations carrying the broadcast. A performance on a local station is multiplied by statistical multiplier based on the ratio of stations logged to stations licensed in each station classification.