

PUBLISHING CONTRACT

AGREEMENT made this ____ day of _____, 20____ between _____ (hereinafter designated as "Publisher") and _____ (hereinafter individually, jointly, and/or (severally designated as "Writer(s)").

In consideration of the Agreement herein contained and out of the sum of ONE DOLLAR and other good and valuable considerations in hand paid by Publisher to the Writer(s), receipt of which is hereby acknowledged, the parties agree as follows:

1. The Writer(s) hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, a certain heretofore unpublished original musical composition, written and/or composed by the above named Writer(s), now entitled:

including the title, words, and music, and all copyrights thereof, including but not limited to the copyright registration thereof No. _____, and all rights, claims and demands in any way relating thereto, and the Exclusive right to secure copyright therein throughout the world, and to have and to hold the said copyrights and all rights of whatsoever nature now and hereafter for and during the full terms of all of said copyrights. In consideration of the agreement of pay royalties herein contained and other good and valuable consideration in hand paid by Publisher to the Writer(s), receipt of which is hereby acknowledged, the Writer(s) hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, all renewals and extensions of the copyrights of said composition to which the Writer(s) may be entitled hereafter and all registrations thereof, and all rights of any and all nature now and hereafter hereunder existing, for the full terms of all renewals and extensions of copyrights.

2. The Writer(s) hereby warrant and represent that said composition is his/her (their) sole, exclusive and original work, of which the title, music and lyric was written and composed by him/her (them), that said composition is new and original and does not infringe any other copyrighted works, the he/she (they) has the full right and power to enter into this Agreement, that said composition has not heretofore been published, that said composition is innocent and does not contain any matter which, if published or otherwise used, will be proprietary right at common law or any statutory copyright or penal law, and that he/she (they) will hold harmless and defend the Publisher against any suit, claim, demand, or recovery by reason of any violation of any of the representations, warranties of covenants right or copyright or any injurious matter in the said composition, actual or claimed and the Publisher is hereby granted the right, in event of any such claim or claims, to make such defense as may be advised by counsel and the costs and counsel fees therefore together with any damages sustained and amounts of any such settlements shall be charged to and paid for by the Writer(s).

3. In consideration of this Agreement, the Publisher agrees to pay the Writer(s) jointly, during the original and renewal terms of the copyright throughout the world as follows:

- (a) In respect of regular piano copies sold and paid for at wholesale in the United States and Canada, royalties of **FIVE (5) CENTS** per copy.
- (b) A royalty of **FIVE (5) CENTS** per copy of dance orchestrations sold and paid for in the United States and Canada.
- (c) A royalty of **FIFTY (50%) PERCENT** of all net earned sums received by the Publisher in respect to regular piano copies and/or orchestrations sold and paid for in any foreign country by a foreign publisher.
- (d) The sum of **ONE DOLLAR** as and when the composition is published in any folio or composite work or lyric magazine by the Publisher of licensees of the Publisher. Such publications may be made at the discretion of the Publisher.
- (e) As to "professional material" not sold or resold, no royalty shall be payable.
- (f) An amount equal to **FIFTY (50%)** percent of all net earned proceeds received and retained by the Publisher arising out of:
 - (i) the manufacture and sale of phonograph records and other parts of instruments serving to mechanically reproduce the composition
 - (ii) the synchronization of the composition with motion pictures, and
 - (iii) the recording of the composition on electrical transcriptions; provided however that if the Publisher administers the licenses for the aforementioned uses through an agent, trustee of another administrator who is not in the exclusive employ of the Publisher (i.e. Harry Fox as Trustee), the Publisher, in determining its receipts shall be entitled to deduct from gross licenses fees paid by the licensees a sum equal to the charges paid by the Publisher to said agent, trustee, or administrator, and said deduction in no event to exceed Ten (10%) percent of the license fees.
- (g) Except as herein expressly provided, no other royalties shall be paid in respect of the composition.

4. The Publisher agrees to render to the Writer(s), jointly, on or about February 15th and August 15th of each year, during which income is received by the Publisher in respect of said musical composition, covering the six months ending December 31st and June 30th of each such year respectively, royalty statements accompanied by remittances for all sums shown to be due thereunder. Any such statements shall be binding upon the Writer(s) after it has been rendered to the Writer(s) unless Writer(s) have objected to it in writing during the period of One (1) year after the date of each royalty statement by registered mail return receipt requested.

5. It is understood and agreed by and between all of the parties hereto that all royalties payable hereunder to the writer(s) jointly shall be divided and paid among them respectively as follows:

NAME	SHARE	% PERCENT

6. Anything to the contrary notwithstanding, nothing in this Agreement contained shall obligate the Publisher to print copies of said composition or shall prevent the Publisher from authorizing publishers, agents, and representatives in countries inside and outside of the United States from exercising exclusive publication and all other rights in said foreign countries in said compensation of the on the customary royalty basis, it being understood that the percentage of the Writer(s) on monies received from foreign sources shall be computed on the Publishers net receipts; and nothing in this Agreement shall prevent the Publisher from authorizing publishers in the United States from exercising exclusive publication rights and other rights in the United States in said composition, provided the Publisher shall pay Writer(s) the royalties herein stipulated.

7. The Writer(s) hereby consent to such changes, adaptations, dramatizations, editing and arrangements of said composition, and the setting of words to the music and of music to the words, and the change of title as Publisher deems desirable. The Writer(s) hereby waive any and all claims which they have or may have against the Publisher and/or its associated, affiliated and subsidiary corporations by reason of the fact that the title of said composition may be the same or similar to that of any musical composition or compositions hereto or hereafter acquired by the Publisher and/or its associated, affiliated and subsidiary corporations.

8. The Writer(s) individually and jointly consent to the use of their respective names, likenesses and biographical material and the title of said musical composition in connection with the titles and contents of folios of Musical compositions containing said composition with other musical compositions and in connection with publicity and advertising concerning the Publisher, its successors, assigns or licensees. Writer(s) agree that the use of said names, likenesses, biographical and the title may commence prior to publication and may continue so long as the Publisher shall own and/or exercise rights in said composition.

9. Written demands and notices other than that royalty statements provided herein shall be sent by registered mail.

10. Any legal action brought by Publisher against any alleged infringer of said composition shall be initiated and prosecuted at the Publishers sole expense, and of any recovery made by it as a result thereof, after deduction for the expense of litigation, a sum equal to Fifty (50%) shall be paid to the Writer(s).

(a) If a claim is presented against the Publisher in respect of said composition, and because thereof the Publisher is jeopardized, it shall thereupon serve written notice upon the Writer(s), containing the full details of such claim known to the Publisher and thereafter until the claim has been adjudicated or settled shall hold any monies coming due the Writer(s) in escrow pending the outcome of such claim or claims. The Publisher shall have the right to settle or otherwise dispose of such claims in any manner as it, in it's sole discretion, may determine. In the event of any recovery against the Publisher, either by way of judgement or settlement, all of the costs, charges, imbursements, attorney fees and the amount of the judgement or settlement. may be deducted by the Publisher from any and all royalties or other payments therefore and thereafter payable to the Writer(s) by the Publisher or by its associated, affiliated or subsidiary corporation.

(b) From and after the service of summons in a suit for infringement filed against the Publisher with respect to said composition any and all payments thereafter coming due the Writer(s) shall be held by the Publisher in trust until the suit has been adjudicated or settled, then be disbursed accordingly, unless Writer(s) shall elect to file an acceptable bond in the sum of payments in which event sums due shall be paid Writer(s);

11. "Writer(s)" as used herein shall be deemed to include all authors and composers signing this agreement.

12. The Writer(s) each for him or herself, hereby irrevocably constitute and appoint the Publisher or any of its officers, directors, or general manager, his (their) attorney and representative, in the names(s) of the Writer(s), or any of them, or in the name of the Publisher, his successors and assigns, to make, sign, execute, acknowledge and deliver any and all instruments which may be desirable or necessary in order to vest in the Publisher, its successors and assigns, any of the rights herein referred to.

13. The Publisher shall have the right to sell, assign, transfer, license or otherwise dispose of any and all its rights in whole or part under this Agreement to any person, firm, or corporation, but said disposition shall not effect the right of Writer(s) to the royalties herein set forth.

14. This agreement shall be construed only under the laws of the State of _____. If any part of this agreement shall be held invalid or unenforceable, it shall not affect the validity of the balance of this Agreement.

15. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successor's interest, legal representatives and assigns, and represents the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have hereunder set their names the day and year first above written.

Date: _____

BY: _____ By: _____
WRITER **PUBLISHER**