

STANDARD POPULAR SONGWRITERS CONTRACT

AGREEMENT made this _____ day of _____, 20_____, Between

WITNESSETH:

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hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, a certain heretofore unpublished original musical composition, written and/or composed by the above named Writer(s) now entitled: _____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 thereof, and the right to secure copyright therein throughout the entire world, and to have and to hold the said copyright and all rights of whatsoever nature thereunder existing, subject to the terms of this agreement.

2. In all respects this contract shall be subject to any existing agreements between all of the parties hereto and the American Society of Composers, Authors and Publishers and Broadcast Music, Inc.

3. The Writer(s) hereby warrants that the said composition is his sole, exclusive and original work, and that he has full right and power to make the within agreement, and that there exists no adverse claim to or in the said composition, except as aforesaid in Clause 2 hereof and except such rights as are specifically set forth in Paragraph 17 hereof.

4. In consideration of this agreement, the Publisher agrees to pay the Writer(s) as follows:

(a) An advance of \$ _____ in hand paid, receipt of which is hereby acknowledged, which sum shall be deductible from any payments hereafter becoming due the Writer(s) under this agreement.

(b) In respect of regular piano copies sold and paid for at wholesale in the United States of America, royalties per copy as follows:

Wholesale price _____ cents (or more) royalty _____ cents per copy

Wholesale price _____ cents (or more) royalty _____ cents per copy

Wholesale price _____ cents (or less) royalty _____ cents per copy

(c) A royalty of _____% (in no case however less than 50% jointly) of all net sums received by the Publisher in respect of regular piano copies and/or orchestrations thereof sold and paid for in any foreign country.

(d) A royalty of _____ cents per copy of orchestrations thereof in any form sold and paid for in the United States of America.

(e) Said composition shall not be published in any folio or composite work until _____ after publication thereof in regular piano copies, and subsequent to said date, only upon such terms and conditions as may hereafter be agreed to in writing by the parties hereto.

(f) Folios and/or composite works as referred to in the next preceding paragraph shall be deemed to include any publication of ten or more compositions within the same volume and/or binding.

(g) In respect of copies sold and rights licensed or sold in the Dominion of Canada, the royalties to be paid to the Writer(s) shall be on the same royalty basis as herein provided for sales or licenses in the United States.

(h) As to "professional material"-not sold or resold, no royalty shall be payable.

(i) An amount equal to _____% (in no case, however, less than 50% jointly) of:

All receipts of the Publisher in respect of any licenses issued authorizing the manufacture of parts of instruments serving to mechanically reproduce the said composition, or to use the said composition in synchronization with sound motion pictures, or to reproduce it upon so-called electrical transcription for broadcasting purposes; and of any and all receipts of the Publisher from any other source or right now known or which may hereafter come into existence, all such sums to be divided amongst the Writer(s) of said composition as provided in Paragraph 5 hereof; provided, however that if the Publisher administers the said licenses, or any of them, through the agent, trustee or other administrator acting for a substantial part of the industry and not in the exclusive employ of the Publisher, the Publisher, in determining his receipts, shall be entitled to deduct from gross license fees paid by the licensees a sum equal to the charges paid by the said Publisher to said agent, trustee or administrator said deduction in no event however to exceed 10% of the license fee.

The percentage of the Writer(s) on monies received from foreign sources shall be computed on the Publishers net receipts.

The Writer(s) shall not be entitled to any share of the monies distributed to the Publisher by the American Society of Composers Authors and Publishers or any other performing rights society throughout the world which makes a distribution to writers either directly or through the American Society of Composers, Authors and Publishers of an amount which, in the aggregate, is at least equal to the aggregate amount distributed to Publishers.

(j) Upon the use of the composition in synchronization with motion pictures under any bulk or block license heretofore made, the Writer(s) shall be entitled to receive an amount equal to _____% (in no case less than 50% jointly) of the license fee for each synchronization by the licensee, but in no event less than the following:

FOR WORLD-WIDE USE

For Entire Uses

In Shorts

_____ for each background

_____ for each background instrumental or background vocal use.

_____ for each visual instrumental use.

_____ for each visual vocal use.

For Partial Uses - One half of foregoing rates.

(k) The Publisher agrees that the use of the said composition will not be included in any bulk or block license and that it will not grant any bulk or block license to include the same, except: (1) That the Publisher may permit the use of the said composition in accordance with and subject to the provisions of Subdivision (j) hereof; (2) In connection with the making of records for electrical transcription for broadcasting purposes, the Publisher may grant licenses for specific medleys or selections; and (3) That the Publisher may appoint agents or representatives in countries outside of the United States and Canada to grant licenses for the use of said composition on the customary royalty fee basis.

A license or transcription in bulk or block shall be deemed to mean the licensing or two or more compositions where the currently prevailing license fees are not charged separately for each separate use or each composition.

(l) The Publisher shall not, without the written consent of the Writer(s) in each case, give or grant any right or license (a) to use the title of the musical composition, or (b) for the exclusive use of said composition in any form or for any purpose, or for any period of time, or for any territory, or (c) to give a dramatic representation of the said musical composition or to dramatize the plot or story thereof or (d) for a vocal visual rendition of said composition in synchronization with a motion picture. If however the Publisher shall give to the Writer(s) written notice, by registered mail or telegram, specifying the right or license to be given or granted, the name of the licensee and the terms and conditions thereof including the price or other compensation to be received therefor, then, unless the Writer(s) (or anyone or more of them, or anyone acting on their behalf) shall, within seventy-two hours (exclusive of Saturdays, Sundays, and holidays) after the delivery of such notice, object thereto, the Publisher may grant such right or license in accordance with the said notice without first obtaining the consent of the Writer(s). Such notice shall be deemed sufficient if sent to _____

at _____

(or at the address last furnished to the Publisher in writing by the Writer(s) or any of them). The tender of delivery of such notice at such address by the post office carrier or the telegraph company messenger shall be deemed a delivery hereunder.

(m) Any portion of the receipts which may become due to the Writer(s) from license fees (in excess of offsets), whether received directly from the licensee or from the agent, administrator and trustee, shall, if not paid immediately on the receipt thereof by the Publisher, belong to the Writer(s) and shall be held in trust for such Writer(s) until payment is made; the ownership of said trust fund by the Writer(s) shall not be questioned whether the monies are physically segregated or not.

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

Name _____

6 The Publisher shall render the Writer (s), as above, on or before each _____ covering the 3 months ending _____; each _____ covering the 3 months ending _____; each _____ covering the 3 months ending _____; hereafter, so long as he shall continue publication or the licensing of any rights in the said composition, royalty statements accompanied by remittance of the amount due, provided, however, that if it shall have heretofore been the custom of the Publisher to render royalty statements accompanied by remittance semi-annually, such custom may be continued.

7. The Publisher agrees to publish in saleable form the said musical composition within _____

from the date hereof. Should he fail so to do the Writer(s) shall have the right in writing to demand the return of said composition, whereupon the Publisher must within one (1) month after receipt of such notice either publish the said composition, in which event this agreement remains in full force and effect, or upon failure so to publish, all rights of any and every nature, and the right to secure copyright and/or any copyright secured by the Publisher before publication, in and to the said composition, shall revert to and become the property of the Writer(s) and shall be reassigned to him.

8. If foreign publication rights in the said composition are separately conveyed, otherwise than as a part of the Publisher's current and/or future catalog, any advance received in respect thereof shall be divided in accordance with Section 4, sub-division (i) hereof and credited to the account(s) of the respective Writer(s).

9. The Writer(s) or his representative may appoint a certified public accountant who shall at any time during usual business hours have access to all records of the Publisher relating to the said composition for the purpose of verifying royalty statements rendered or which are delinquent under the terms hereto.

10 (a) The Publisher shall, upon written demand of the Writer(s) or his (their) representative, cause the agent, trustee or administrator referred to above, to furnish to the Writer(s) or his (their) representative, statements showing in detail all licenses granted, uses had and payments made in connection with said composition, which licenses or permits were granted, or payments were received, by or through said agent, trustee or administrator, and to permit the Writer(s) or his (their) representative to inspect at the place of business of such agent, trustee or administrator all books, records and documents of the agent, trustee or administrator relating thereto.

(b) The Publisher shall from time to time, upon written demand of the Writer(s) or his (their) representative, furnish to the Writer(s) or his (their) representative, statements showing in detail all licenses granted, uses had and payments made therefor in connection with said composition (other than licences, uses and payments for commercial phonograph records and music rolls) for which licenses or permits were granted or payments received by the Publisher without the intervention of said agent, trustee or administrator, and to permit the Writer(s) or his (their) representative to inspect at the place of business of the Publisher, all books, records and documents relating to said composition and all licenses granted, uses had and payments made therefor, such right of inspection to include, but not by way of limitation, the right to examine all original accountings and records relating to uses and payments by manufacturers of commercial phonograph records and music rolls. Nothing in this paragraph contained, furthermore, shall be deemed or construed to relieve the Publisher of its obligation to pay royalties on the use of said composition on commercial phonograph records and music rolls or the obligation to include a statement of such royalties in the periodical royalty statements to be rendered to the Writer(s) in accordance with Paragraph 6 of this agreement.

11. In the event that the Publisher shall fail or refuse, within sixty days after written demand, to furnish said statements, or cause the same to be furnished, or to make available or cause to be made available to the Writer(s) or his (their) representative all of such books, records or documents as aforesaid, or in the event that the Publisher shall fail to make payment of any royalties due within thirty days after written demand therefor, then the Writer(s) shall have the option, to be exercised upon ten days written notice, to terminate this agreement.

Upon such termination, all rights of the Publisher, of any and every nature, in and to said composition, shall cease and terminate and the said rights, including but not limited to the right to secure copyright and/or any copyright theretofore secured by the Publisher, shall revert to and become the property of the Writer(s) and shall be assigned to him (them). The Publisher agrees that it will execute any and all assignments or other documents which may be necessary or proper to vest the said rights in the Writer(s).

12. Written demands and notices provided for in Paragraph 10 and 11 hereof shall be sent to the Publisher by registered mail.

13. Any legal action brought by the Publisher against any alleged infringer of said composition shall be initiated and prosecuted at his sole expense, and of any recovery made by him as a result thereof, after deduction of the expense of the litigation, a sum equal to fifty per cent shall be divided as agreed among the Writer(s) of the said composition.

(a) If a claim is presented against the Publisher alleging that the said composition is an infringement upon some other, and because thereof the Publisher is jeopardized, he shall thereupon serve written notice upon the Writer(s), containing the full details of such claim and thereafter until the claim has been adjudicated or settled shall pay any monies coming due the Writer(s) here under in escrow to any bank or trust company to be held pending the outcome of such claim; provided however, if no suit be filed within twelve months, after written notice to the Writer(s) by the Publisher of the adverse claim, the said bank or trust company shall release and pay to the Writer(s) all sums held in escrow, plus any interest which may have been earned thereupon. Such payment shall be without prejudice to the rights of the Publisher in event of a subsequent adverse adjudication.

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

14. The parties hereto hereby agree to submit to arbitration under the rules of the American Arbitration Association, and pursuant to the New York Arbitration Law any differences arising in relation to the payment of royalties due or in default hereunder, and hereby agree individually and jointly to abide by and perform any award rendered by the arbitration and that a judgment of the Supreme Court of the State of New York may be entered upon such award.

15. This agreement is binding upon the parties hereto and their respective successors in interest.

16. Identical copies hereof are executed by the parties, the original copy of which shall remain in the possession of the Publisher, a duplicate in possession of each of the other signers.

17. The rights specifically expected, as provided in Paragraph 3 hereof, are as follows:

Witness: _____

Address: _____

Witness: _____

Address: _____

Witness: _____

Address: _____

By _____