

CO-PUBLISHER AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between _____ (1st Publisher, hereinafter referred to as “First Party” and _____ (2nd Publisher, hereinafter referred to as “Second Party”).

WHEREAS First Party and Second Party agree to co-publish a musical composition(s) or collection(s) entitled “ _____ ” (the “Composition”), which was written by _____.

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. The parties agree to publish the Composition as co-publishers, each to retain a fifty percent (50%) ownership in copyright and each to receive one-half of the publishing receipts for the Composition.
2. Payment of publishing receipts to the parties shall be the net amounts remaining after payment of writer royalties, copyright and usage registration costs, costs of printing, and any and all other reasonable expenses incurred with respect to publishing the Composition. Extraordinary expenses, including advertising, publicity and promotional expenses, shall not be incurred by either party without the written consent of the other party.
3. Public Performance Rights in and to the Composition will be assigned to and licensed by _____ (ASCAP, BMI, or SESAC). _____ is hereby authorized to pay the licensing fees directly to each of the parties, each as to a 50% share of such fees.
4. The Composition will be copyrighted jointly in the names of Party 1 and Party 2 and the Composition’s joint ownership shall be for the life of the copyright and of any renewal of the copyright, and of any renewal terms anywhere throughout the world. Sheet music, folios, record labels, orchestrations and all other printed material concerning the Composition shall bear the names of both publishers.
5. The parties agree that Party 2 shall, on behalf of both parties, issue all licenses for mechanical reproduction and synchronization uses of the Composition throughout the world, and for sub-publication rights to the Composition throughout the world.
6. It is further agreed that Party 2 shall be accountable to Party 1 and the composer(s), and Party 2 shall make all statements and payments to Party 1 and the composer(s) within 30 days after June 30 and December 31 in each calendar year.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

Witness

Party 1

Witness

Party 2