

PUBLISHING AGREEMENT

This Agreement is entered into on this _____ day of _____, 20__ by and between _____ (hereinafter referred to as "Publisher") and _____ (hereinafter referred to as "Author(s)").

1. INITIAL CONSIDERATION. In consideration of the Agreement herein contained and out of the sum of _____ Dollars (\$ _____) paid by Publisher to the Author(s), receipt of which is hereby acknowledged in exchange for the covenants herein contained.
2. MUSICAL COMPOSITION. The Musical Composition hereinafter is known under the title of _____ (hereinafter referred to as "Composition") and is registered under the U.S. Copyright Registration No. _____. All lyrics, music, and other copyrights are the rightful and exclusive property of the Author(s).
3. TRANSFER. For consideration paid by Publisher to Author and for all royalty agreements hereinafter considered, Author hereby transfers all rights, interests, copyrights to Publisher now and forever.
4. WARRANTY. The Author(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, that 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 Author(s).
5. ROYALTY PAYMENTS. In consideration of this Agreement, the Publisher agrees to pay the Author(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 _____ as and when the composition is published in any folio or composite work or lyric magazine by the Publisher or 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 or 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 license 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.

6. PAYMENT SCHEDULE. Publisher agrees to tender payment to Author for such royalty receipts within 30 days of receipt of such royalty proceeds by Publisher. Publisher shall include royalty statements for all sums received or due. If Author objects to such statements, Author must object in writing to Publisher within one (1) year of receipt of said royalty payments.

7. CONSENT. The Author(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 Author(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. LIKENESS. The Author(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. Author(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. INFRINGMENT. In the event it is found a third party is infringing upon the rights of both Publisher and Author(s), respectively, all legal action shall be brought by Publisher at the expense of Publisher. If, as a result of such actions, Publisher recovers any awards or profits, shall pay to Author a sum equal to their prorata share less any legal fees.

10. LOSS. In the event of claims and judgments in respect to Composition, Publisher shall:

(a) notify Author(s) in writing of such claims

(b) have the sole discretion to settle such claims

(c) hold in escrow those monies due to Author(s) until the outcome of such claims in known.

(d) use such escrowed monies and future monies to then satisfy all claims.

11. ASSIGNABILITY, TRANSFER, OR SALE. 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 Author(s) to the royalties herein set forth.

12. MISCELLANEOUS.

a) BINDING EFFECT.

This Agreement shall be binding upon the successors and assigns of the parties.

b) ARBITRATION.

If at any time any controversy should arise between the Publisher and the Author(s) regarding anything pertaining to this Agreement which the parties hereto do not promptly adjust and determine, then the written orders of the Author(s) shall be followed and said controversy may be decided by binding arbitration at the sole discretion of Author(s). If binding Arbitration is elected by Author(s), it shall be pursuant to the rules of the Judicial Arbitration and Mediation Service (JAMS). The award of the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in

any in any court having jurisdiction thereof. Venue will be in _____ (county), _____ (state). Author(s) further consents to the arbitrator who is appointed in said proceeding.

c) JURISDICTION/APPLICABLE LAW.

Publisher and Author(s) hereby submit to the jurisdiction of the courts of _____ (state) for the enforcement of this Agreement or any arbitration award or decision arising herefrom. This Agreement shall be enforced or construed according to the laws of the State of _____.

d) ATTORNEY'S FEES.

In the event that a party is forced to obtain an attorney to enforce the terms of this Agreement, the party prevailing in such action of enforcement shall be entitled to the recovery of attorney's fees incurred in such action.

e) COVENANT OF GOOD FAITH AND FAIR DEALING.

Publisher and Author(s) agree to perform their obligations under this Agreement, in all respects, in good faith.

f) INDEPENDENT CONTRACTOR.

In the performance of his/her obligations of this Agreement, Author(s) shall be deemed an independent contractor.

g) INCORPORATION OF RECITALS.

The recitals contained at the beginning of this Agreement are incorporated herein by this reference

h) TIME IS OF THE ESSENCE.

Author(s) and Publisher agree that time is of the essence for all dates and times herein mentioned.

13. NOTICES.

Any notices or delivery required herein shall be deemed completed when hand-delivered, delivered by agent, or placed in the U.S. Mail, postage prepaid, to the parties at the addresses listed herein.

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

By _____

Publisher

By: _____

Author

By: _____

Author