

PUBLISHER - ROYALTY SHARING CONTRACT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
in the City of: \_\_\_\_\_ in the State of: \_\_\_\_\_ by and between  
the undersigned First Party and the undersigned Second Party.

FIRST PARTY AND SECOND PARTY AGREE as follows concerning a musical composition entitled:

\_\_\_\_\_ ,  
written by: \_\_\_\_\_

For good and valuable consideration by each of the parties hereto given to the other, receipt of which is hereby acknowledged, and in consideration of the promises and covenants hereinafter contained, IT IS AGREED AS FOLLOWS:

1. FIRST PARTY shall deduct from net publishing receipts for the following expenses to the extent that said expenses were actually paid or incurred by FIRST PARTY: Songwriters royalties, Copyright Office registration fees, lead sheets, accounting, printing and any and all miscellaneous, normal reserves and expenses incurred in behalf of said composition; FIRST PARTY shall pay to SECOND PARTY 50% of: Net publishing receipts less the deductions. Extraordinary expenses (for example, advertising, publicity, promotional expenses) will not be incurred by either party - or if incurred, will not be compensated for - without the written consent of the other approving the expenditure and agreeing to share therein. In the event extraordinary expenses were agreed on, but the expense had not been equally borne, FIRST PARTY shall make the required adjustments at the time of paying SECOND PARTY.
2. The copyright shall be registered in the name of FIRST PARTY.
3. Sheet music, and all printed material concerning the composition shall bear the name(s) of the copyright registrant(s).
4. Record labels shall bear the names of both parties.
5. B.M.I. or ASCAP song clearance and record clearance cards shall bear the names of both parties. The performance rights society shall pay one-half to each party.
6. Only FIRST PARTY shall issue licenses and sub-publication rights.
7. FIRST PARTY shall make royalty statements and payments to the composers.
8. FIRST PARTY shall render statements and make payments to SECOND PARTY semi-annually within 60 days after the last day of each January-June and July-December semi-annual period.
9. FIRST PARTY shall be free to make licensing and sub-publication agreements without consulting SECOND PARTY and upon whatever terms it wishes.

FIRST PARTY: \_\_\_\_\_ BY: \_\_\_\_\_ Office

ADDRESS: \_\_\_\_\_

Telephone \_\_\_\_\_

SECOND PARTY: \_\_\_\_\_ BY: \_\_\_\_\_ Office

ADDRESS: \_\_\_\_\_

Telephone \_\_\_\_\_