

ROYALTY AGREEMENT CONTRACT

IN CONSIDERATION of the sum of One Dollar in hand paid to \_\_\_\_\_

hereinafter referred to as the "Composer," by \_\_\_\_\_

hereinafter referred to as the "Publisher," the receipt of which is hereby acknowledged, and the mutual covenants herein contained, the COMPOSER hereby sells, assigns, transfers and sets over unto the PUBLISHER for its own use and benefit, the certain song or musical composition, including the title, words and music thereof, at present entitled: \_\_\_\_\_

(which title may at any time be changed at the option of the PUBLISHER) together with all his right, title and interest, both legal and equitable, in and to the same, it being understood and agreed that the said song or musical composition and the copyright thereof and each and every right therein whether now known or hereafter to become known, are and shall be the sole and exclusive property of the PUBLISHER, its to have and to hold absolutely and forever.

In further consideration for, and in full payment of the afore said sale, the PUBLISHER agrees, in the event of the publication by it of the said song or musical composition, to pay to the COMPOSER a royalty of \_\_\_\_\_ cents per copy upon each and every regular printed pianoforte copy, and \_\_\_\_\_ cents per copy on every orchestration in every form, of the said song or musical composition sold by the PUBLISHER in the United States and Canada. The PUBLISHER further agrees to pay to the COMPOSER a sum equal to \_\_\_\_\_% of all net royalties actually received by it for the mechanical reproduction of the said song or musical composition on player piano rolls, phonograph records, discs, or any other form of mechanical reproduction, including electrical transcriptions, in the United States and Canada, except that in the event that the said song or musical composition shall be used for mechanical reproduction in conjunction with another song or songs the COMPOSER shall only receive that proportion of the said percentage which the said song or musical composition shall bear to the entire medley or combination of songs.

When publication of the aforesaid musical composition is made outside of the United States and Canada, it is agreed that the PUBLISHER shall pay to the COMPOSER \_\_\_\_\_% of all net sums that the PUBLISHER shall receive from countries outside of the United States and Canada, all subject to deduction for foreign income taxes.

The PUBLISHER agrees to pay to the COMPOSER the sum of \$\_\_\_\_\_ when the said song is published in any folio or composite work in the United States and Canada, and \$\_\_\_\_\_ when the song is published in such form in any country outside of the United States and Canada, regardless of the number of copies published, provided however that the said song shall in no case be published in such form until three months after publication thereof in regular pianoforte form.

It is agreed that any sums at any time advanced by or which may be due or become due to the PUBLISHER shall and may be deducted from any moneys to which the COMPOSER may be or become entitled under the terms of this agreement.

The COMPOSER expressly agrees that he will not transfer or assign this agreement nor any interest therein, nor any sums that may be or become due hereunder, without the written consent of the PUBLISHER, which shall be clearly endorsed hereon.

It is agreed that the PUBLISHER shall not be obligated to pay nor shall the COMPOSER be entitled to receive royalties on the following: Complimentary copies; copies sold but not paid for; copies sold and returned to the PUBLISHER; copies sold or given away as new issues or for advertising purposes; professional copies; copies included in books or published in newspapers, magazines or other periodicals, medley or other arrangements of, or containing said work or any part thereof, or words reprinted without musical accompaniment.

It is further agreed that if within any six months royalty period not more than fifty regular copies of the aforesaid song or musical composition shall be sold, the PUBLISHER shall have the right to sell any and all copies on hand at any price obtainable, and free from the payment of all royalty, which royalty the COMPOSER hereby expressly waives.

The PUBLISHER may, at any time, authorize or permit the use in any manner, by any person, firm or corporation, of the lyrics or words of said song or musical composition and the COMPOSER shall not be entitled to receive nor will he make any claim for royalty or other payments therefor.

It is expressly agreed that the worldwide motion picture synchronization rights of the aforesaid song or musical composition are and shall be the sole and exclusive property of the PUBLISHER or its designated licensees, subject to the same royalty or percentage as for parts of instruments serving to reproduce the said composition mechanically. "Synchronization rights" as herein used, means the right to mechanically and/or electrically record and to reproduce, perform, use, represent and exhibit the aforesaid song or musical composition or any part thereof as part of or in connection with motion pictures with sound accompaniment.

The PUBLISHER agrees that it will render statements and pay to the COMPOSER within a reasonable time after February 15th and August 15th of each year, all royalties earned by the COMPOSER, and due and owing at the end of such semi-annual periods.

The COMPOSER hereby warrants and represents that the aforesaid song or musical composition and each and every part thereof is his sole, exclusive and original work, and that no part of the said work, or the whole thereof, infringes upon any other work whatsoever, and that he is the sole writer and composer thereof and owner of all the rights therein, and each and every of said rights, and that he has not sold, assigned, set over, hypothecated, or mortgaged, or otherwise disposed of the said song or musical composition or any right, title or interest in or to the same, or any part thereof; that he has not made or entered into any agreement with any person, firm or corporation, affecting the said song or musical composition, or any right, title or interest therein, or in the copyright thereof, and that no person, firm or corporation, other than the COMPOSER has or has claimed any right, title or interest in or to said musical composition or any part or use thereof, or any copyright therein, and that the said composition has never been published, and that he has the full right, power and authority to make this assignment and agreement.

The COMPOSER agrees to forever warrant and defend the afore said sale and transfer, and each and every part thereof, and each and every right thereto and agrees to save and keep the PUBLISHER harmless, and fully indemnify the PUBLISHER from any and all claims, demands, actions at law or suits in equity, loss, damages, costs, attorney's fees, recoveries or penalties; hereby granting to the PUBLISHER express authority, at the sole expense of the COMPOSER, to employ attorneys to defend the right, title and interest of the PUBLISHER in and to the aforesaid composition, and to take any other steps necessary to protect these rights; and in this connection to settle, compromise or in any other manner dispose of any matter, claim, demand, action or proceeding, and to deduct from the royalties due, or to become due any and all loss or expense occasioned by any such claim, demand, action, matter or proceeding, or at its option to make demand therefor upon the COMPOSER; and the COMPOSER further authorizes the PUBLISHER, whenever in its opinion its right, title or interest to any of the COMPOSER'S compositions are disputed or there is a breach of any of the warranties or representations in this or any similar agreement, to withhold any and all royalties that may be due or become due pursuant to any or all such agreements until such question shall have been settled or such breach repaired.

The PUBLISHER agrees to publish in saleable form the said musical composition within one year from the date hereof. Should he fail so to do the COMPOSER shall have the right in writing to demand the return of said compositions, 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 any copyright secured by the PUBLISHER before publication, in and to the said composition, shall revert to and become the property of the COMPOSER and shall be reassigned to him.

The COMPOSER hereby authorizes and empowers the PUBLISHER to renew, pursuant to law, for and in the name of the COMPOSER, if living, the copyright of the aforesaid song or musical composition and to execute and deliver in the name of the COMPOSER a formal assignment to the PUBLISHER of such renewal copyright.

The COMPOSER hereby consents to the assignment of this contract and/or the aforesaid song or musical composition and/or the copyright thereof and/or any or all of the rights therein, by the PUBLISHER or by operation of law, to any person, firm or corporation whatsoever, subject, however, to the payment of the royalties herein specified.

The term "PUBLISHER" as used throughout this agreement shall be deemed to include the PUBLISHER and its successors and assigns.

This agreement is subject to the assignment, if any, now in force made by the COMPOSER to the American Society of Composers, Authors and Publishers, or BMI.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

By \_\_\_\_\_