

## SUB-PUBLISHING CONTRACT

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Owner"), and \_\_\_\_\_ (hereinafter called the "sub-publisher").

**WHEREAS**, the sub-publisher is desirous of obtaining certain rights in the musical composition (hereinafter called the "Composition"), now entitled:

### SONG TITLE

\_\_\_\_\_

a song by \_\_\_\_\_, for the term herein set forth, and for the territory of:

### EXTENT OF LICENSING TERRITORY

only, (herein called the "Territory").

**NOW THEREFORE**, in consideration of the sum of One Dollar and other good and valuable considerations, each to the other in hand paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. The Owner hereby grants to the Sub-Publisher, for the licensed territory only, and for a term equal to the balance of the term of the first United States published copyright of the Composition, all rights existing under the copyrights of the Song for the Territory, including, but not limited, the words and music thereof, the right to print, publish, and vend the Composition in the licensed Territory, and all performing rights, and synchronization rights and mechanical rights of the Composition in the licensed Territory and all claims and demands relating thereto; except only as limited in this Agreement.

2. The foregoing assignment is made subject to the following terms and conditions:

(a) The Owner reserves all rights in and to all copyrights of the Composition and all the rights of any and every nature thereunder existing, for all the countries of the world outside the licensed Territory.

(b) The Owner reserves the exclusive right to license world-wide uses of the title of the Composition as a title for Motion Pictures.

(c) The grant of performing rights is subject to the rights of \_\_\_\_\_. The Sub-Publisher shall cause the performing and broadcast rights of the Song to be registered with the performing rights societies in the licensed Territory so as to provide that the entire publisher's share of performing fees and broadcasting fees shall be credited and paid to the Owner. The Sub-Publisher shall account to the Owner with respect thereto in accordance with Paragraph " 3 (b) (iii)".

(d) The Sub-Publisher shall have the right to issue non-exclusive world-wide licenses for the synchronization of the Composition with sound motion pictures. If such motion pictures are produced and originate in the Territory. The Owner reserves unto itself the exclusive right to grant licenses for the entire world for the synchronization of the Composition with sound motion pictures, if such sound motion pictures are produced and originate outside of the Territory, and the Subpublisher shall not be entitled to share in any world-wide fees received by Owner in respect of any such world-wide licenses.

3. The Sub-Publisher agrees to pay the Owner the following royalties in respect of the Composition.
  - (a) An amount equal to TEN (10%) percent of the marked retail selling price of each and every copy of whatsoever kind and nature of the Composition, sold and paid for under the authority of this Agreement.
  - (b) An amount equal to FIFTY (50%) PERCENT of all moneys received by the Second Party for
    - (i) mechanical licenses issued by Sub-Publisher in respect of the Composition,
    - (ii) synchronization licenses issued by it in respect of sound motion pictures produced and originated in the Territory, and
    - (iii) performing fees and broadcasting fees received by Sub-Publisher in respect of public performances for profit of the Territory.
4. The Sub-Publisher may reprint the Song in any folio, and in such event, the Sub-Publisher shall pay the Owner, a royalty of that proportion of TEN (10%) PERCENT of the net wholesale selling price of such folios sold and paid for as the Composition shall bear to all of the musical compositions contained in such folios.
5. The Sub-Publisher shall have the right to arrange and adapt the Composition, and to translate the lyrics of the Composition into languages of the Territory, or have a new title and lyrics written therefore, and said arrangements, adaptations, translations and new title and lyrics shall be the property of the Owner, subject to the rights of the Sub-Publisher hereunder.
6. The Sub-Publisher shall keep true and accurate books of account, which shall at all times be open to inspection during regular business hours by the Owner. The Sub-Publisher shall prepare and forward to the Owner a detailed and itemized statement semi-annually in each year, in or about 45 days after the end of each calendar half-year, for said calendar half-year, and each statement shall be accompanied by a remittance in the currencies of the Territory for all amounts to be due thereunder less taxes, if any. Said accounting and payment, in the absence of written objection thereto by the Owner within ONE YEAR from the receipt thereof, shall constitute an account stated as to all royalties due for the period encompassed by such statement and/or payment.
7. The Sub-Publisher agrees that on each copy of the Composition published by the Sub-Publisher, there shall be printed the notice of copyright prescribed by the Owner, together with a notification of the assignment of the rights for the Territory.
8. The Sub-Publisher agrees to deliver to the Owner, without any charge, a copy of all editions of the Composition printed by it pursuant to the authority of this Agreement.
9. The Sub-Publisher may assign any of its rights hereunder to any other publishers for any countries of the Territory, provided that the Sub-Publisher shall remain primarily liable for the payment of royalties hereunder.
10. With respect to the Territory, the Owner Warrants that the Composition is and shall be new and original, that it does not and shall not infringe any other copyrighted work, and that the Owner has the full right and power to enter into this Agreement and grant the rights herein granted by it. The Owner shall hold the Sub-Publisher, its successors, assigns, licensees and nominees free and harmless from any and all claims, costs, and damages arising from any breach of the aforementioned warranties.

11. The Owner hereby appoints the Sub-Publisher and its assigns, its agent and attorney-in-fact, to institute in the name of the Owner, as copyright owner of the Composition, any suit, action or proceeding in the Territory, which the Sub-Publisher or its assigns shall in its discretion deem necessary for the protection of rights herein assigned to it, and the Sub-Publisher hereby agrees to indemnify and hold harmless the Owner of and from any and all obligation to pay any costs, expenses or disbursements with respect to any such suit, action or proceeding, This paragraph shall in no way relieve the Owner from any responsibility to the Sub-Publisher with respect to any breaches by the Owner of the any of the terms of this Agreement.

**12. ALL ROYALTIES PAYABLE UNDER THIS AGREEMENT SHALL BE BASED ON INCOME RECEIVED AT THE SOURCE.**

13. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and assigns.

14. This Agreement shall be construed in accordance with and governed by the laws of the State of \_\_\_\_\_. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the balance of this Agreement.

15. Sub-Publisher promises to make all of its contracts, correspondences, bills, invoices, books and files concerning the Composition available to representatives of Owner upon one week's notice.

16. Sub-Publisher agrees to pay Owner at the time Sub-Publisher and Owner have both signed and executed this Agreement an advance of \_\_\_\_\_ .

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized officers the day and year above set forth.

**OWNER**\_\_\_\_\_

**SUB-PUBLISHER**\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_

Address:\_\_\_\_\_

Address:\_\_\_\_\_

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