

ROYALTY AGREEMENT CONTRACT

AGREEMENT made and entered into the day and year indicated on the last page hereof by and between the undersigned lyricist(s) and/or composer(s) and/or arranger(s) (hereinafter referred to jointly and/or severally as "Writer"), and the undersigned publisher (hereinafter referred to as "Publisher").

WITNESSETH:

WHEREAS, Writer has written and/or composed and/or arranged the composition(s) set forth on schedule A annexed hereto and made part hereof (each is hereinafter referred to as ("the composition")).

NOW, therefore, in consideration of the sum of One (\$1.00) dollar and other good and valuable consideration, in hand paid to each of the undersigned at or before the ensembling and delivery of these presents, receipt whereof is hereby mutually acknowledged, it is agreed:

1. Writer represents and warrants that he is the sole lyricist and/or composer and/or arranger of the composition; that said composition and/or arrangement is his own original work and creation (except such part thereof as is taken from the public domain) and is not a copy of any other copyrighted work; that he has not sold, assigned, leased, licensed or in any manner disposed of or encumbered the rights herein granted to Publisher; and that he has the right to enter into this agreement. Writer agrees to indemnify and hold Publisher harmless from all loss, liability, damages and expenses by reason of breach of said representations and warranties.
2. Writer hereby sells, assigns, transfers and sets over unto Publisher the composition and each and every arrangement, adaptation and version thereof, together with the worldwide copyright there of, and the right to secure copyright therein throughout the entire world, and all rights of whatsoever nature, both legal and equitable therein, thereto and thereunder, including but not limited to the sole and exclusive worldwide publication, mechanical instrument, electrical transcription, video recording, and motion picture and television synchronization rights, and the right of public performance by profit by any and all means, and through any and all media, and the right to arrange and adapt and all other rights now known or hereafter to become known.
3. In consideration for and in full payment of the aforesaid sale, Publisher hereby agrees to pay to Writer the royalties set forth on the royalty schedule annexed hereto and made part hereof with respect to the composition.
4. Whenever the term Writer is used herein, it shall be deemed to mean all of the undersigned persons and any and all royalties herein provided to be paid to the Writer shall be paid jointly to the said persons if there be more than one, and shall be divided among them as indicated on schedule A.
5. Publisher agrees that within sixty (60) days after the last days of March, June, September and December in each year it will prepare and furnish statements showing any royalties which may become payable hereunder, and each such statement shall be accompanied by a check or checks in payment of any and all sums shown to be due thereby. Publisher may combine accounts with Writer.
6. Writer shall deliver a lead sheet of the composition to the Publisher promptly after the execution and delivery of this agreement. If Writer fails to do so, the cost to Publisher of notating the composition shall be deducted from royalties payable to Writer here under.

7. Writer grants Publisher the right to use his name, photograph, likeness and biographical material in, on and in connection with publications, recordings and advertisements of, containing or relating to the composition.

8. Publisher may destroy excess inventory of the composition.

9. Writer hereby assigns to Publisher the United States renewal copyright and all extensions and longer or different terms of copyright which may be provided by law in and to the composition and Writer hereby authorizes and empowers Publisher, to renew such copyright, pursuant to law in the name of Writer and to execute and deliver to Publisher such formal written assignment thereof, as may be required by Publisher, subject to the terms of this agreement.

10. Writer hereby consents to the assignment of this contract and/or the composition and/or the copyright thereof, or any and all of the rights therein by Publisher, subject, however, to the payment of the royalties herein specified.

11. This agreement is binding upon the parties hereto and their respective personal representatives, successors and assigns.

IN WITNESS THEREOF, Writer has hereunto set his hand and seal and Publisher has caused these presents to be signed by its duly authorized officer the _____ day of _____ 20_ ____

BY: _____

_____(L.S.)

Address _____

Social Security Number _____

_____(L.S.)

Address _____

Social Security Number _____