

# MUSIC PUBLISHING AGREEMENT

Location: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## **PARTIES:**

Publisher Name: \_\_\_\_\_

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

Publisher Contact Info: \_\_\_\_\_

## **Songwriter/Composer Information:**

Full Name: \_\_\_\_\_

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

Contact Information: \_\_\_\_\_

## **SONG DETAILS:**

Song Title: \_\_\_\_\_

Alternate Titles / Working Titles: \_\_\_\_\_

ISRC/Registration Number (if any): \_\_\_\_\_

## **GRANT OF RIGHTS:**

1. The Songwriter hereby grants and assigns to Publisher the exclusive right, title, and interest in and to the musical composition(s) listed above (the "Work"), including the rights to publish, reproduce, distribute, perform publicly, display, license, create derivative works, and otherwise exploit the Work throughout the world in all media now known or hereafter devised.

## **TERM:**

2. This Agreement shall commence upon execution and shall remain in effect for the duration of the copyright in the Work, including any renewals and extensions thereof, unless earlier terminated as provided herein.

## **ROYALTIES AND ACCOUNTING:**

3. Publisher shall pay to Songwriter the following royalties from income received from exploitation of the Work: -  
Mechanical Royalties: \_\_\_\_\_ % of net receipts. - Performance Royalties: \_\_\_\_\_ % of net receipts. -  
Synchronization Fees: \_\_\_\_\_ % of net receipts. - Print Royalties: \_\_\_\_\_ % of net receipts. Publisher shall provide Songwriter with royalty statements and payments semi-annually within 60 days after the end of each accounting period.

## **WARRANTIES AND REPRESENTATIONS:**

4. Songwriter represents and warrants that: (a) Songwriter is the sole and exclusive owner of the Work; (b) the Work is original and does not infringe upon any third party rights; (c) no other agreements conflict with the rights granted herein; and (d) Songwriter has full power and authority to enter into this Agreement.

## **INDEMNIFICATION:**

5. Songwriter shall indemnify, defend, and hold harmless Publisher from any claims, damages, liabilities, or expenses arising out of any breach of the foregoing warranties and representations.

**TERMINATION:**

6. Either party may terminate this Agreement upon material breach by the other party, provided that written notice is given and the breach is not cured within thirty (30) days after receipt of such notice. Termination shall not affect accrued rights or obligations.

**GOVERNING LAW AND JURISDICTION:**

7. This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_ State.

**MISCELLANEOUS:**

8. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. Amendments: No modification shall be effective unless in writing and signed by both parties. Severability: If any provision is invalid, the remainder shall remain in effect. Waiver: Failure to enforce any provision shall not constitute a waiver. Counterparts: This Agreement may be executed in counterparts, each deemed an original.

**PUBLISHER SIGNATURE**

**SONGWRITER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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