

# 08 PUBLISHING CONTRACT

AGREEMENT made \_\_\_\_\_ 20\_\_\_\_ between ZZZ PUBLISHING CO. - BMI (hereinafter called the "Publisher") and ALPHONSE and GASTON jointly (hereinafter called "Writers"):

1. The Writers hereby sell and deliver to the Publisher, a certain heretofore unpublished original musical composition, composed by the above named Writers, now entitled **I LOVE YOU** including the title, words and music, and all copyrights thereof, and all rights, including the grand rights, for the full length of copyright protection.

2. The Writers hereby guaranty that the said composition is their sole, exclusive and original work, and that they have full right and power to make this agreement.

3. The Writers hereby guaranty that the foregoing musical composition does not infringe any other copyrighted work and has been created by the joint collaboration of all the undersigned Writers and not by any independent or separable activity by any of the Writers.

4. In consideration of this agreement, the Publisher agrees to pay the Writers royalties as listed below on the dates and for the accounting periods therein specified:

(a) Ten cents (10¢) per copy with respect to regular piano sheet music copies separately sold and paid for in the United States.

(b) 50% of all net sums actually received by Publisher from mechanical licenses, motion picture, and television synchronization rights and all other rights in the United States.

(c) 50% of all net sums actually received by Publisher from sales and uses in countries outside the United States. It is understood that in such outside countries publication may be made by a Sub-Publisher.

(d) Writers shall not be entitled to share in any sums distributed to Publisher by any performing-rights organization which makes a direct royalty payment to writers.

(e) The Publisher agrees that it will send statements and royalty payments to the Writers within 45 days after June 30th and December 31st of each year.

5. It is understood and agreed by and between all the parties hereto that all sums hereunder payable jointly to the Writers shall be paid to and divided among them respectively as follows:

Writer's Name	Share
ALPHONSE	FIFTY PERCENT (50%)
GASTON	FIFTY PERCENT (50%)

6. If within one year from the date of this contract, Publisher has not performed at least one of the following acts:

(a) published and offered the musical composition for sale in sheet music copies; or

(b) licensed a commercial phonograph record embodying the musical composition to be made; or

(c) licensed the use of the musical composition or any part thereof in or as part of a motion picture, or television picture, or live production, or dramatic or musical production; or

(d) paid to the Writers the sum of Fifty (\$50.00) Dollars as an advance against all royalties hereunder.

Then, all rights in and to the musical composition shall automatically revert to the Writers without any further liability on the part of Publisher.

7. The Writers hereby consent to such derivatives, changes, adaptations, translations, dramatizations, editing and arrangements of said composition, and the setting of words to the music and of music to the words, and the change of title as the Publisher deems desirable.

8. Legal action against any alleged infringer of said composition shall be initiated by the Publisher. After deduction of the expense of the litigation, fifty per cent of any recovery shall be paid to the Writer(s).

9. "Writer" as used herein shall be deemed to include all authors and composers signing this agreement.

10. The Publisher shall have the right to assign or license any of its rights and obligations in whole or in part under this agreement to any Sub-Publisher, but that shall not affect the right of the Writer(s) to receive the royalties agreed to from the assignee.

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ZZZ PUBLISHING CO. - BMI

*Alphonse*

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Writer: ALPHONSE  
1234 Main Street, Town, ST 99999  
Soc. Sec. #: 000-00-0000  
Year of Birth: 1985

*Gaston*

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Writer: GASTON  
4321 Main Street, Town, ST 99999  
Soc. Sec. #: 000-00-0000  
Year of Birth: 1985