

CO-PUBLISHING AGREEMENT

This Agreement is entered into on(date)..... by and between(name of publisher)..... (hereinafter referred to as “Publisher”) of(address)....., and(name of songwriter)..... (hereinafter referred to as “Songwriter”) of(address).....

1. TERM. This Agreement begins on the date above and continues for years (the “Term”).
2. SONGWRITER’S SERVICES. Songwriter shall render services as a songwriter, composer, lyricist, and arranger exclusively to Publisher during the Term. Songwriter shall submit to Publisher all Compositions (as defined in paragraph 3. below) or parts thereof that Songwriter acquires or creates during the Term, but in no event fewer than (.....) complete compositions (i.e., music, lyrics, and arrangement) per year, with co-written Compositions counted fractionally. Songwriter shall deliver to Publisher a manuscript copy or tape copy, as Publisher requests, of each Composition immediately upon the completion or acquisition of such Composition. Upon Publisher’s request and pursuant to Publisher’s direction, Songwriter shall also participate at no charge in the making of demonstration records of any Composition (“the Demos”). In such case, Publisher shall pay all related expenses, which shall be deductible costs.
3. COPYRIGHT ASSIGNMENT. Songwriter hereby assigns, transfers, and delivers to Publisher, its successors and assigns, fifty percent (50%) of all right, title, and interest, of every kind and nature, worldwide, in and to all original musical Compositions and all original arrangements of musical Compositions in the public domain that Songwriter has heretofore written, composed, or created, in whole or in part, alone or in collaboration with others, including but not limited to the titles, lyrics, music, raps, skits, and arrangements thereof (collectively “the Compositions”). This transfer includes without limitation a.) all copyrights, including all copyright extensions and renewals, now or hereafter existing; b.) the right to secure copyrights; c.) all derivative works and all interests therein; d.) all copies of the Compositions or their derivatives; e.) all causes of action that may have already accrued or may in the future accrue as to the Compositions; f.) all rights to reproduce the Compositions in copies or phonorecords and to perform and display the Compositions publicly; and g.) all other rights that Songwriter now has or to which Songwriter may become entitled under existing or subsequently enacted federal, state, or foreign laws, statutes, or regulations. This transfer includes all such rights to the Demos. Songwriter shall take no action and make no claim contradicting or challenging Publisher’s full and unfettered ownership rights in the Compositions and their copyrights. Publisher and its designees shall be the sole administrator and Licensor of the Compositions. Notwithstanding the foregoing, Publisher shall not license any of the Compositions in an X-rated film; to promote the sale of tobacco, alcohol, or weapons; or in conjunction with any political, charitable, or other cause or agenda without Songwriter’s consent.
4. REVERSION. Publisher shall use reasonable efforts to exploit Songwriter’s Compositions. All Compositions transferred hereunder shall revert to Songwriter (.....) years after the date hereof (the “Reversion Date”) unless, prior to such Reversion Date, Publisher a.) earns \$..... from exploitation of the Compositions (such earnings comprising gross consideration (i.e., all consideration earned without deduction and whether or not collected) generated as a result of Publisher’s exploitation of the Compositions); b.) Publisher contributes to or arranges for an artist other than Songwriter to record one of the Compositions on a commercially released recording; or c.) Publisher licenses one of the Compositions for use in a commercially released play, film, television show, radio show, advertisement, video, or similar vehicle. Songwriter shall demand such reversion by notice to Publisher within fourteen (14) days before such Reversion Date and shall include therewith reimbursement to Publisher of all outstanding deductible costs incurred by Publisher hereunder. Publisher shall provide the total of such

costs upon request by Songwriter. Notice not given in strict compliance with this paragraph shall be deemed to have no legal effect. Publisher shall not require repayment of Demo costs unless Publisher chooses to transfer all rights thereto to Songwriter and Songwriter desires to obtain such rights.

5. ADVANCES. Publisher has no duty to pay advances to Songwriter. However, if Publisher chooses to make any such advances, they shall be recoupable from royalties otherwise payable to Songwriter.

6. ROYALTIES. After recouping any advances given Songwriter therefrom, Publisher shall pay to Songwriter as royalties seventy-five percent (75%) of all net sums Publisher actually receives from exploitation of the Compositions other than public performance income. As to public performance income, Songwriter shall collect all Songwriter royalties through Songwriter's own public performance society account, and Publisher shall remit to Songwriter fifty percent (50%) of the net public performance income it receives. Notwithstanding the foregoing, Publisher shall not be required to pay royalties for professional or complimentary copies, derivative works, or other copies that Publisher distributes or sells at or below Publisher's cost or for promotional or similar purposes. Publisher shall be entitled to issue no-charge licenses and distribute free goods in its sole business judgment. Songwriter shall not be entitled to any money remitted or credited to Publisher as advance payments, guarantee payments, or minimum royalty payments to Publisher, including without limitation payments made in connection with any subpublishing agreement, collection agreement, licensing agreement, or other agreement covering the Compositions. Publisher shall have the right to enter into subpublishing, collection, print, or other agreements regarding the Compositions and to assign this Agreement and any of its rights hereunder to another party subject to the terms hereof.

Net sums are defined as all monies actually received by Publisher and attributable to Publisher's exploitation of the Compositions, except for those sums excluded above, after deduction therefrom of all costs incurred on behalf of Songwriter, including but not limited to payments, royalties, or fees to third parties (such as a producer, engineer, translator, arranger, subpublisher, or agency), demo-related costs, art work and design expenses, manufacturing and packaging costs, storing and shipping expenses, advertising and promotional expenses, taxes, duties, collection costs, bank charges, currency conversion charges, and any and all further expenses of Publisher in performing hereunder (all such costs referred to in this Agreement as "deductible costs"). Advances and Songwriter indemnity amounts due hereunder shall be deducted from Songwriter's royalties only. No money or royalties shall be payable to Songwriter except as expressly provided in this Agreement. In no event shall Songwriter incur any expense on behalf of Publisher without prior written authorization therefrom.

7. ADAPTATION. Publisher may retitle, arrange, and otherwise edit, revise, and adapt the Compositions. Publisher shall have the right, without Songwriter's consent, to create or cause to be created a separately copyrightable adaptation or translation of the Compositions in a language other than English. Songwriter expressly waives any and all rights in law, in equity, or otherwise, that Songwriter may have or acquire as a result of any alleged infringement of Songwriter's so-called "moral rights of author" in any country, and agrees not to permit or prosecute any action on the ground that any version of the Compositions produced, exhibited, or authorized by Publisher or its designees in any way constitutes an infringement of any of Songwriter's moral rights or is in any way a defamation or mutilation of the Compositions or any part thereof or contains unauthorized variations, changes, or translations.

8. RIGHT OF PUBLICITY. Songwriter grants to Publisher the perpetual right to use and publish and to permit others to use and publish Songwriter's name (including any professional name heretofore or hereafter adopted by Songwriter), likeness, and biographical material, or any reproduction or simulation thereof in connection with the printing, sale, advertising, distribution, and exploitation of the

Compositions and the methods and products through which they are exploited, and for any other purpose related to the business of the Publisher, its associates and subsidiaries, or to refrain therefrom. At Publisher's reasonable request, Songwriter shall appear for photograph, artwork, or similar purposes under the direction of Publisher or its authorized agent, appear for interviews and other promotional purposes, and confer and consult with Publisher regarding the Compositions. Songwriter shall cooperate with Publisher in promoting, publicizing, and exploiting the Compositions and for any other purpose related to the business of Publisher. Songwriter shall not be entitled to any compensation for rendering such services, but shall be entitled to necessary and reasonable transportation and living expenses, such expenses being deductible costs.

9. **POWER OF ATTORNEY.** From time to time at Publisher's request, Songwriter shall execute a short form assignment (similar to that attached hereto as Exhibit A) as additional evidence of the transfer of rights contained herein. Upon Publisher's request, Songwriter shall make, sign, acknowledge, and deliver any other documents that Publisher desires to secure, assign (to itself or others), register a claim to, record, or otherwise evidence Publisher's rights in the Compositions or the Demos, including their copyrights. Songwriter appoints Publisher and its successors or assigns as Songwriter's attorney-in-fact to take such action if Songwriter is unavailable to do so for more than five (5) days. Said power is to be irrevocable and coupled with an interest.

10. **WARRANTIES.** Songwriter hereby warrants, covenants, and represents that all Compositions transferred hereunder are and shall be Songwriter's original work and that no part thereof shall infringe the title or the literary or musical property or the copyright in any other work nor unfairly compete with any person or entity; that Songwriter is the sole author and sole owner thereof; and that prior to executing this Agreement, Songwriter has not sold, transferred, pledged, or mortgaged any interest in the Compositions, their copyrights, or any of the rights conveyed in this Agreement; that Songwriter has not entered into any other understanding affecting the Compositions or any one thereof and that no party other than Songwriter claims or has claimed any interest in or to the Composition(s); and that Songwriter has full right, power, and authority to enter into this Agreement and make all of its grants, promises, and covenants.

11. **INFRINGEMENT.** Publisher shall have the right, but not the duty, to initiate and prosecute, in Publisher's sole discretion and at its sole expense, legal proceedings against any alleged infringer of the Compositions or the Demos. After deduction of the expense of said litigation, Publisher shall pay to Songwriter fifty percent (50%) of any recovery Publisher receives from such action or litigation.

12. **ACCOUNTING.** Within sixty (60) days after the close of each regular semiannual accounting period in which royalties are payable, Publisher shall submit to Songwriter a statement showing such royalties due along with payment of such sums, provided that Publisher shall be obligated to pay royalties only with respect to sums actually received by Publisher during that accounting period. Publisher shall be entitled to retain a reasonable reserve against royalties payable to Songwriter for debits of any nature. Publisher shall liquidate each such reserve within four (4) semiannual periods subsequent to the period for which it was established. Songwriter agrees and acknowledges that Publisher shall have the right to further withhold from any sums owed to Songwriter any amount as may be required by any applicable tax or other law or regulation, and Songwriter agrees to execute any such documents Publisher requests in connection therewith. Such statements shall be binding upon Songwriter unless Publisher receives specific written objection thereto from Songwriter within (.....) year(s) from the date of such accounting, in which event such accounting shall be binding in all respects except for those specifically stated in the objection. Songwriter shall be prohibited from commencing any lawsuit or action with respect to any objected-to segment of an accounting statement unless Songwriter commences such lawsuit or action within one (1) year following the delivery of Publisher's response to such objection.

Thereafter, a lawsuit or action shall be forever barred. If Songwriter receives any publishing money (other than Songwriter's share of public performance income) directly from a payor, Songwriter shall remit same immediately without deduction to Publisher.

13. AUDIT. Songwriter and any attorney or certified public accountant designated by Songwriter shall have the right, at Songwriter's sole expense, to examine and inspect Publisher's books and records with respect to the Compositions at Publisher's principal office upon reasonable notice and during normal business hours, but in no event more than twice in any calendar year and in no event more than once as to each statement.

14. NOTICES. All notices given hereunder (excluding accounting statements from the Publisher to the Songwriter) shall be written and sent by United States Registered or Certified Mail, Return Receipt Requested, to the parties' addresses set forth above or to such other address as a party shall designate by notice to the other. All notices and accountings shall be deemed given upon the date of deposit thereof in the United States Mail.

15. INDEMNITY. If any third party asserts any claim that is inconsistent with any warranty, representation, covenant, or agreement made by Songwriter in this Agreement, Publisher shall promptly serve notice of such claim upon Songwriter, who may, at its sole cost and expense, participate in the defense of any such claim. Publisher shall have the right to control the defense thereof and to settle or otherwise dispose of such claim in any manner that Publisher, in its sole discretion, may determine, and Songwriter shall pay and indemnify Publisher for any loss, damage, judgment, award, cost, or expense, including reasonable attorneys' fees, incurred or paid by Publisher, in connection with or related to such claim. In addition to any other remedy of Publisher, and notwithstanding any other provision hereof, until such claim has been adjudicated or settled, Publisher may withhold any money payable to Songwriter. Songwriter may post a bond on terms acceptable to Publisher, in its sole discretion, to obtain such withheld sums. Upon final adjudication or settlement of the claim, Publisher may apply such money (and future Songwriter royalties) to the extent necessary to satisfy such judgment or settlement.

16. BREACH. Neither party shall be deemed to be in default or breach of any of its obligations or duties hereunder unless and until Songwriter gives Publisher written notice setting out specifically the particular breach alleged and Publisher fails to cure same within (.....) days after receipt of said notice. In the event of any legal action between the parties arising from or in any way related to this Agreement, exclusive jurisdiction and venue shall be with the state or federal court serving County, Florida, which the parties hereby acknowledge has personal jurisdiction over them. Prior to the filing of any lawsuit or other action concerning this Agreement, the potential plaintiff shall give written notice to the other party of its intent to file and the parties shall submit to mediation in County, Florida within sixty (60) days thereafter. If the parties are unable to agree on a mediator, they shall request one from the American Arbitration Association. If either party retains an attorney to enforce or litigate this Agreement, its validity, or any provision hereof, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements through appeal. This Agreement, its validity, and the relationship of the parties shall be governed by and construed in accordance with the laws of Florida. All rights, remedies, undertakings, and obligations in this Agreement shall be cumulative, and none shall be in limitation of any other.

17. CONSTRUCTION. Where appropriate in context, all references in this Agreement to the singular shall include the plural and each gender shall include the other. This Agreement sets forth the entire agreement of the parties regarding the subject matter hereof and shall be binding upon the parties and their respective successors, heirs, and assigns. In the event that any provision or text of this Agreement shall be held invalid or unenforceable by a competent authority, all other provisions and text

hereof shall continue in full force and effect. This Agreement may not be modified or amended except by written agreement signed by the parties. This Agreement does not and shall not be construed to create a partnership or joint venture between the parties, and no party is intended to be or shall be a third-party beneficiary hereof. The headings used in this Agreement are for the convenience of the parties and shall not be considered in the construction of this Agreement or the parties' intent.

18. INDEPENDENT COUNSEL. The parties acknowledge that they have been represented by independent counsel or have had the unrestricted opportunity to be represented by independent counsel of their own choice for purposes of advising them in connection with the negotiation and execution of this Agreement. The parties further acknowledge that either they or their independent counsel have had the opportunity to investigate and inquire about all the relative facts and circumstances in connection with entering into this Agreement. If a party has not been represented by independent counsel of its choice, such party acknowledges and agrees that its failure to do so was determined solely by such party without any interference by another party or any person or entity related thereto. Neither party shall look to the other's counsel for advice or recommendations in the negotiation of this Agreement.

In witness whereof, this Agreement has been executed on the day and year first above written.

/s/

.....(printed name of Publisher).....

/s/

.....(printed name of Songwriter).....

EXHIBIT A
[To Form 10]

ASSIGNMENT OF COPYRIGHT

.....(Name of assignor)..... (hereinafter referred to as "Assignor") hereby transfers and assigns to(name of assignee)..... all right, title, and interest in and to the Composition entitled ".....," including the copyright therein and all copyright extensions and renewals now or hereafter existing. Assignor waives all moral rights now or hereafter existing in the Composition. This Composition was previously registered with the United States Copyright Office as Registration No. and such registration is transferred herewith.

/s/

.....(printed name of Assignor).....