

The Songwriters Guild of America

Note to songwriters: (A) Do not sign this contract if it has any changes unless you have first discussed such changes with the Guild; (B) For your protection please send a fully executed copy of this contract to the Guild.

POPULAR SONGWRITERS CONTRACT
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AGREEMENT made this \_\_\_ day of \_\_\_, 20\_\_\_, between \_\_\_ (hereinafter called "Publisher") and \_\_\_ (Jointly and/or hereinafter collectively called "Writer");

WITNESSETH:

1. The Writer hereby assigns, transfers and delivers to the Publisher a certain heretofore unpublished original musical composition, written and/or composed by the above-named Writer now entitled \_\_\_ (hereinafter referred to as "the composition"), including the title, words and music thereof, and the right to secure copyright therein throughout the entire world, and to have and to hold the said copyright and all rights of whatsoever nature thereunder existing, for \_\_\_ years from the date of this contract or 35 years from the date of the first release of a commercial sound recording of the composition, whichever term ends earlier, unless this contract is sooner terminated in accordance with the provisions hereof.

2. In all respects this contract shall be subject to any existing agreements between the parties hereto and the following small performing rights licensing organization with which Writer and Publisher are affiliated:

(ASCAP, BMI, SESAC). Nothing contained herein shall, or shall be deemed to, alter, vary or modify the rights of Writer and Publisher to share in, receive and retain the proceeds distributed to them by such small performing rights licensing organization pursuant to their respective agreement with it.

3. The Writer hereby warrants that the composition is his sole, exclusive and original work, that he has full right and power to make this contract, and that there exists no adverse claim to or in the composition, except as aforesaid in Paragraph 2 hereof and except such rights as are specifically set forth in paragraph 23 hereof.

4. In consideration of this contract, the Publisher agrees to pay the Writer as follows:

(a) \$ \_\_\_ as an advance against royalties, receipt of which is hereby acknowledged, which sum shall remain the property of the Writer and shall be deductible only from payments hereafter becoming due the Writer under this contract.

(b) In respect of regular piano copies sold and paid for in the United States and Canada, the following royalties per copy:

\_\_\_% (in no case, however, less than 10%) of the wholesale selling price of the first 200,000 copies or less; plus

\_\_\_% (in no case, however, less than 12%) of the wholesale selling price of copies in excess of 200,000 and not exceeding 500,000; plus

\_\_\_\_\_ % (in no case, however, less than 15%) of the wholesale selling price of copies in excess of 500,000.

(c) \_\_\_\_\_ % (in no case, however, less than 50%) of all net sums received by the Publisher in respect of regular piano copies, orchestrations, band arrangements, octavos, quartets, arrangements for combinations of voices and/or instruments, and/or other copies of the composition sold in any country other than the United States and Canada, provided, however, that if the Publisher should sell such copies through, or cause them to be sold by, a subsidiary or affiliate which is actually doing business in a foreign country, then in respect of such sales, the Publisher shall pay to the Writer not less than 5% of the marketed retail selling price in respect of each such copy sold and paid for.

(d) In respect of each copy sold and paid for in the United States and Canada, or for export from the United States, of orchestrations, band arrangements, octavos, quartets, arrangements for combinations of voices and/or instruments, and/or other copies of the composition (other than regular piano copies) the following royalties on the wholesale selling price (after trade discounts, if any):

\_\_\_\_\_ % (in no case, however, less than 10%) on the first 200,000 copies or less; plus

\_\_\_\_\_ % (in no case, however, less than 12%) on all copies in excess of 200,000 and not exceeding 500,000; plus

\_\_\_\_\_ % (in no case, however, less than 15%) on all copies in excess of 500,000.

(e) (i) If the composition, or any part thereof, is included in any song book, folio or similar publication issued by the Publisher containing at least four, but not more than twenty-five musical compositions, the royalty to be paid by the Publisher to the Writer shall be an amount determined by dividing 10% of the wholesale selling price (after trade discounts, if any) of the copies sold, among the total number of the Publisher's copyrighted musical compositions included in such publication. If such publication contains more than twenty-five musical compositions, the said 10% shall be increased by an additional .50% for each additional musical composition.

(ii) If, pursuant to a license granted by the Publisher to a license not controlled by or affiliated with it, the composition, or any part thereof, is included in any song book, folio or similar publication, containing at least four musical compositions, the royalty to be paid by the Publisher to the Writer shall be that proportion of 50% of the gross amount received by it from the licensee, as the number of uses of the composition under the license and during the license period, bears to the total number of uses of the Publisher's copyrighted musical compositions under the license and during the license period.

(iii) In computing the number of the Publisher's copyrighted musical compositions under subdivisions (i) and (ii) hereof, there shall be excluded musical compositions in the public domain and arrangements thereof and those with respect to which the Publisher does not currently publish and offer for sale regular piano copies.

(iv) Royalties on publications containing less than four musical compositions shall be payable at regular piano copy rates.

(f) As to "professional material" not sold or resold, no royalty shall be payable. Free copies of the lyrics of the composition shall not be distributed except under the following conditions: (i) with the Writer's written consent; or (ii) when printed without music in limited numbers for charitable, religious or governmental purposes, or for similar public purposes, if no profit is derived, directly or indirectly; or (iii) when authorized for printing in a book, magazine or periodical, where such use is incidental to a novel or story (as distinguished from use in a book of lyrics or a lyric magazine or folio), provided that any such use shall bear the Writer's name and the proper copyright notice; or (iv) when distributed solely for the purpose of exploiting the composition, provided, that such exploitation is restricted to the distribution of limited numbers of such copies for the purpose of influencing the sale of the composition, that the distribution is independent of the sale of any other musical

compositions, services, goods, wares or merchandise, and that no profit is made, directly or indirectly, in connection therewith.

(g) \_\_\_\_\_% (in no case, however, less than 50%) of:

All gross receipts of the Publisher in respect of any licenses (including statutory royalties) authorizing the manufacture of parts of instruments serving to mechanically reproduce the composition, or to use the composition in synchronization with sound motion pictures, or to reproduce it upon electrical transcription for broadcasting purposes; and of any and all gross receipts of the Publisher from any other source or right now known or which may hereafter come into existence, except as provided in Paragraph 2.

(h) If the Publisher administers licenses authorizing the manufacture of parts of instruments serving to mechanically reproduce said composition, or the use of said composition in synchronization or in timed relation with sound motion pictures or its reproduction upon electrical transcriptions, or any of them, through an agent, trustee or other administrator acting for a substantial part of the industry and not under the exclusive control of the Publisher (hereinafter sometimes referred to as licensing agent), the Publisher, in determining his receipts, shall be entitled to deduct from gross license fees paid by the Licensees, a sum equal to the charges paid by the Publisher to said licensing agent, provided, however, that in respect to synchronization or timed relation with sound motion pictures, said deduction shall in no event exceed \$150.00 or 10% of said gross license fee, whichever is less; in connection with the manufacture of parts of instruments serving to mechanically reproduce said composition, said deduction shall not exceed 10% of said gross license fee.

(i) The Publisher agrees that the use of the composition will not be included in any bulk or block license heretofore or hereafter granted, and that it will not grant any bulk license to include the same, without the written consent of the Writer in each instance, except (i) that the Publisher may grant such licenses with respect to electrical transcription for broadcasting purposes, but in such event, the Publisher shall pay to the Writer that proportion of 50% of the gross amount received by it under each such license as the number of uses of the composition under each such license during each such license period bears to the total number of uses of the Publisher's copyrighted musical compositions under each such license during each such license period; in computing the number of the Publisher's copyrighted musical compositions for this purpose, there shall be excluded musical compositions in the public domain and arrangements thereof and those with respect to which the Publisher does not currently publish and offer for sale regular piano copies; (ii) that the Publisher may appoint agents or representatives in countries outside the United States and Canada to use and to grant licenses for the use of the composition on the customary royalty fee basis under which the Publisher shall receive not less than 10% of the marked retail selling price in respect of regular piano copies, and 50% of all other revenue; if, in connection with any such bulk or block license, the Publisher shall have received any advance, the Writer shall not be entitled to share therein, but no part of said advance shall be deducted in computing composition's earnings under said bulk or block license. A bulk or block license shall be deemed to mean any license or agreement, domestic or foreign, whereby rights are granted in respect of two or more musical compositions.``

(j) Except to the extent that the Publisher and Writer have heretofore or may hereafter assign to or vest in the small performing rights licensing organization with which the Writer and Publisher are affiliated, the said rights or the right to grant licenses therefor, it is agreed that no licenses shall be granted without the written consent, in each instance, of the Writer for the use of the composition by means of television, or by any means, or for any purposes not commercially established, or for which licenses were not granted by the Publisher on musical compositions prior to June 1, 1937.

(k) The Publisher shall not, without the written consent of the Writer in each case, give or grant any right or license (i) to use the title of the composition, or (ii) for the exclusive use of the composition in any form or for any purpose, or for any period of time, or for any territory, other than its customary arrangements with foreign publishers, or (iii) to give a dramatic representation of the composition or to dramatize the plot or story thereof, or (iv) for a vocal rendition of the composition in synchronization with sound motion pictures, or (v) for any synchronization use thereof, or (vi) for the use of the composition or a quotation or excerpt therefrom in any

article, book, periodical, advertisement or other similar publication. If, however, the Publisher shall give to the Writer written notice by certified mail, return receipt requested, or telegram, specifying the right or license to be given or granted, the name of the licensee and the terms and conditions thereof, including the price or other compensation to be received therefor, then, unless the Writer (or any one or more of them) shall, within five business days after the delivery of such notice to the address of the Writer hereinafter designated, object thereto, the Publisher may grant such right or license in accordance with the said notice without first obtaining the consent of the Writer. Such notice shall be deemed sufficient if sent to the Writer at the address or addresses hereinafter designated or at the address or addresses last furnished to the Publisher in writing by the Writer.

(l) Any portion of the receipts which may become due to the Writer from license fees (in excess of offsets), whether received directly from the licensee or from any licensing agent of the Publisher, shall, if not paid immediately on the receipt thereof by the Publisher, belong to the Writer and shall be held in trust for the Writer until payment is made; the ownership of said trust fund by the Writer shall not be questioned whether the monies are physically segregated or not.

(m) The Publisher agrees that it will not issue any license as a result of which it will receive any financial benefit in which the Writer does not participate.

(n) On all regular piano copies, orchestrations, band or other arrangements, octavos, quartets, commercial sound recordings and other reproductions of the composition or parts thereof, in whatever form and however produced, Publisher shall include or cause to be included, in addition to the copyright notice, the name of the Writer, and Publisher shall include a similar requirement in every license or authorization issued by it with respect to the composition.

5. Whenever the term "Writer" is used herein, it shall be deemed to mean all of the persons herein defined as "Writer" and any and all royalties herein provided to be paid to the Writer shall be paid equally to such persons if there be more than one, unless otherwise provided in Paragraph 23.

6. (a) (i) The Publisher shall, within \_\_\_\_\_ months from the date of this contract (the "initial period"), cause a commercial sound recording of the composition to be made and released in the customary form and through the customary commercial channels. If at the end of such initial period a sound recording has not been made and released, as above provided, then, subject to the provisions of the next succeeding subdivision, this contract shall terminate.

(ii) If, prior to the expiration of the initial period, Publisher pays the Writer the sum of \$\_\_\_\_\_ (which shall not be charged against or recoupable out of any advances, royalties or other monies theretofore paid, then due, or which thereafter may become due the Writer from the Publisher pursuant to this contract or otherwise), Publisher shall have an additional \_\_\_\_\_ months (the "additional period") commencing with the end of the initial period, within which to cause such commercial sound recording to be made and released as provided in subdivision (i) above. If at the end of the additional period a commercial recording has not been made and released, as above provided, then this contract shall terminate.

(iii) Upon termination pursuant to this Paragraph 6(a), all rights of any and every nature in and to the composition and in and to any and all copyrights secured thereon in the United States and throughout the world shall automatically re-vest in and become the property of the Writer and shall be reassigned to him by the Publisher. The Writer shall not be obligated to return or pay to the Publisher any advance or indebtedness as a condition of such re-assignment; the said re-assignment shall be in accordance with and subject to the provisions of Paragraph 8 hereof, and, in addition, the Publisher shall pay to the Writer all gross sums which it has theretofore or may thereafter receive of the composition.

(b) The Publisher shall furnish, or cause to be furnished, to the Writer six copies of the commercial sound recording referred to in Paragraph 6(a).

(c) The Publisher shall [Select (i) or (ii)] \_\_\_(i) within 30 days after the initial release of a commercial recording of the composition, make, publish and offer for sale regular piano copies of the composition in the form and through the channels customarily employed by it for that purpose; \_\_\_(ii) within 30 days after execution of this contract make a piano arrangement or lead sheet of the composition and furnish six copies thereof to the Writer.

In the event neither subdivision (i) nor (ii) of this paragraph (c) is selected, the provisions of subdivision (ii) shall be automatically deemed to have been selected by the parties.

7. (a) Each copyright on the composition in countries other than the United States shall be secured only in the name of the Publisher, and the Publisher shall not at any time divest itself of said foreign copyright directly or indirectly.

(b) No rights shall be granted by the Publisher in the composition to any foreign publisher or licensee inconsistent with the terms hereof, nor shall any foreign publication rights in the composition be given to a foreign publisher or licensee unless and until the Publisher shall have complied with the provisions of Paragraph 6 hereof.

(c) If foreign rights in the composition are separately conveyed, otherwise than as a part of the Publisher's current and/or future catalog, not less than 50% of any advance received in respect thereof shall be credited to the account of and paid to the Writer.

(d) The percentage of the Writer on monies received from foreign sources shall be computed on the Publisher's net receipts, provided, however, that no deductions shall be made for offsets of monies due from the Publisher to said foreign sources; or for advances made by such foreign sources to the Publisher, unless the Writer shall have received at least 50% of said advances.

(e) In computing the receipts of the Publisher from licenses granted in respect of synchronization with sound motion pictures, or in respect of any world-wide licenses, or in respect of licenses granted by the Publisher for use of the composition in countries other than the United States, no amount shall be deducted for payments or allocations to publishers or licenses in such countries.

8. Upon the termination or expiration of this contract, all rights of any and every nature in and to the composition and in and to any and all copyrights secured thereon in the United States and throughout the world, shall re-vest in and become the property of the Writer, and shall be re-assigned to the Writer by the Publisher free of any and all encumbrances of any nature whatsoever, provided that:

(a) If the Publisher, prior to such termination or expiration, shall have granted a domestic license for the use of the composition, not inconsistent with the terms and provisions of this contract, the re-assignment may be subject to the terms of such license.

(b) Publisher shall assign to the Writer all rights which it may have under any such agreement or license referred to in subdivision (a) in respect of the composition, including, but not limited to, the right to receive all royalties or other monies earned by the composition thereunder after the date of termination or expiration of this contract. Should the Publisher thereafter receive or be credited with any royalties or other monies so earned, it shall pay the same to the Writer.

(c) The Writer shall not be obligated to return or pay to the Publisher any advance or indebtedness as a condition of the re-assignment provided for in this Paragraph 8, and shall be entitled to receive the plates and copies of the composition in the possession of the Publisher.

(d) Publisher shall pay any and all royalties which may have accrued to the Writer prior to such termination or expiration.

(e) The Publisher shall execute any and all documents and do any and all acts or things necessary to effect any and all re-assignments to the Writer herein provided for.

9. If the Publisher desires to exercise a right in and to the composition now known or which may hereafter become known, but for which no specific provision has been made herein, the Publisher shall give written notice to the Writer thereof. Negotiations respecting all the terms and conditions of any such disposition shall thereupon be entered into between the Publisher and the Writer and no such right shall be exercised until specific agreement has been made.

10. The Publisher shall render to the Writer, hereafter, royalty statements accompanied by remittance of the amount due at the times such statements and remittances shall be rendered either semi-annually or quarterly and not more than forty-five days after the end of such semi-annual or quarterly period, as the case may be. The Writer may at any time, or from time to time, make written request for a detailed royalty statement, and the Publisher shall, within sixty days, comply therewith. Such royalty statements shall set forth in detail various items, foreign and domestic, for which royalties are payable thereunder and the amounts thereof, including, but not limited to, the number of copies sold and the number of uses made in each royalty category. If a use is made in a publication of the character provided in Paragraph 4, subdivision (e) hereof, there shall be included in said royalty statement the title of said publication, the publisher or issuer thereof, the date of and number of uses, the gross license fee received in connection with each publication, the share thereto of all the writers under contract with the Publisher, and the Writer's share thereof. There shall likewise be included in said statement a description of every other use of the composition, and if by a licensee or licensees their names, and if said use is upon a part of an instrument serving to reproduce the composition mechanically, the type of mechanical reproduction, the title of the label thereon, the name or names of the artists performing the same, together with the gross license fees received, and the Writer's share thereof.

11. (a) The Publisher shall from time to time, upon written demand of the Writer or his representative, permit the Writer or his representative to inspect at the place of business of the Publisher, all books, records and documents relating to the composition and all licenses granted, uses had and payments made therefor, such right of inspection to include, but not by way of limitation, the right to examine all original accountings and records relating to uses and payments by manufacturers of commercial sound recordings and music rolls; and the Writer or his representative may appoint an accountant who shall at any time during usual business hours have access to all records of the Publisher relating to the composition for the purpose of verifying royalty statements rendered or which are delinquent under the terms hereof.

(b) The Publisher shall, upon written demand of the Writer or his representative, cause any licensing agent in the United States and Canada to furnish to the Writer or his representative, statements showing in detail all licenses granted, uses had and payments made in connection with the composition, which licenses or permits were granted, or payments were received, by or through said licensing agent, and to permit the Writer or his representative to inspect at the place of business of such licensing agent, all books, records and documents of such licensing agent, relating thereto. Any and all agreements made by the Publisher with any such licensing agent shall provide that any such licensing agent will comply with the terms and provisions hereof. In the event that the Publisher shall instruct such licensing agent to furnish to the Writer or his representative statements as provided for herein, and to permit the inspection of the books, records and documents as herein provided, then if such licensing agent should refuse to comply with the said instructions, or any of them, the Publisher agrees to institute and prosecute diligently and in good faith such action or proceedings as may be necessary to compel compliance with the said instructions.

(c) With respect to foreign licensing agents, the Publisher shall make available the books or records of said licensing agents in countries outside of the United States and Canada to the extent such books or records are available to the Publisher, except that the Publisher may in lieu thereof make available any accountants' reports and audits which the Publisher is able to obtain.

(d) If as a result of any examination of books, records or documents pursuant to Paragraphs 11(a), 11(b) or 11(c) hereof, it is determined that, with respect to any royalty statement rendered by or on behalf of the Publisher to the Writer, the Writer is owed a sum equal to or greater than five percent of the sum shown on that royalty statement as being due to the Writer, then the Publisher shall pay to the Writer the entire cost of such examination, not to exceed 50% of the amount shown to be due the Writer.

(e) (i) In the event the Publisher administers its own licenses for the manufacture of parts of instruments serving to mechanically reproduce the composition rather than employing a licensing agent for that purpose, the Publisher shall include in each license agreement a provision permitting the Publisher, the Writer or their respective representatives to inspect, at the place of business of such licensee, all books, records and documents of such licensee relating to such license. Within 30 days after written demand by the Writer, the Publisher shall commence to inspect such licensee's books, records and documents and shall furnish a written report of such inspection to the Writer within 90 days following such demand. If the Publisher fails, after written demand by the Writer, to so inspect the licensee's books, records and documents, or fails to furnish such report, the Writer or his representative may inspect such licensee's books, records and documents at his own expense.

(ii) In the further event that the Publisher and the licensee referred to in subdivision (i) above are subsidiaries or affiliates of the same entity or one is a subsidiary or affiliate of the other, then, unless the Publisher employs a licensing agent to administer the licenses referred to in subdivision (i) above, the Writer shall have the right to make the inspection referred to in subdivision (i) above without the necessity of making written demand on the Publisher as provided in subdivision (i) above.

(iii) If as a result of any inspection by the Writer pursuant to subdivisions (i) and (ii) of this subparagraph (e) the Writer recovers additional monies from the licensee, the Publisher and the Writer shall share equally in the cost of such inspection.

12. If the Publisher shall fail or refuse, within sixty days after written demand, to furnish or cause to be furnished, such statements, books, records or documents, or to permit inspection thereof, as provided for in Paragraphs 10 and 11 hereof, or within thirty days after written demand, to make the payment of any royalties due under this contract, then the Writer shall be entitled, upon ten days written notice, to terminate this contract. However if the Publisher shall:

(a) Within the said ten-day period serve upon the Writer a written notice demanding arbitration; and

(b) Submit to arbitration its claim that it has complied with its obligation to furnish statements, books, records or documents, or permitted inspection thereof or to pay royalties, as the case may be, or both, and thereafter comply with any award of the arbitrator within ten days after such award or within such time as the arbitrator may specify; then this contract shall continue in full force and effect as if the Writer had not sent such notice of termination. If the Publisher shall fail to comply with the foregoing provisions, then this contract shall be deemed to have been terminated as of the date of the Writer's written notice of termination.

13. No derivative work prepared under authority of Publisher during the term of this contract may be utilized by Publisher or any other party after termination or expiration of this contract.

14. All written demands and notices provided for herein shall be sent by certified mail, return receipt requested.

15. Any legal action brought by the Publisher against any alleged infringer of the composition shall be initiated and prosecuted at its sole cost and expense, but if the Publisher should fail, within thirty days after written demand, to institute such action, the Writer shall be entitled to institute such suit at his cost and expense. All sums recovered as a result of any such action shall, after the deduction of the reasonable expense thereof, be divided equally between the Publisher and the Writer. No settlement of any such action may be made by either party without first notifying the other; in the event that either party should object to such settlement, then such

settlement shall not be made if the party objecting assumes the prosecution of the action and all expenses thereof, except that any sums thereafter recovered shall be divided equally between the Publisher and the Writer after the deduction of the reasonable expenses thereof.

16. (a) If a claim is presented against the Publisher alleging that the composition is an infringement upon some other work or a violation of any other right of another, and because thereof the Publisher is jeopardized, it shall forthwith serve a written notice upon the Writer setting forth the full details of such claim. The pendency of said claim shall not relieve the Publisher of the obligation to make payment of the royalties to the Writer hereunder, unless the Publisher shall deposit said royalties as and when they would otherwise be payable, in an account in the joint names of the Publisher and the Writer in a bank or trust company in New York, New York, if the Writer on the date of execution of this contract resides East of the Mississippi River, or in Los Angeles, California, if the Writer on the date of execution of this contract resides West of the Mississippi River. If no suit be filed within nine months after said written notice from the Publisher to the Writer, all monies deposited in said joint account shall be paid over to the Writer plus any interest which may have been earned thereon.

(b) Should an action be instituted against the Publisher claiming that the composition its an infringement upon some other work or a violation of any right of another, the Publisher shall forthwith serve written notice upon the Writer containing the full details of such claim. Notwithstanding the commencement of such action, the Publisher shall continue to pay the royalties hereunder to the Writer unless it shall, from and after the date of the service of the summons, deposit said royalties as and when they would otherwise be payable, in an account in the joint names of the Publisher and the Writer in a bank or trust company in New York, New York, if the Writer on the date of execution of this contract resides East of the Mississippi River, or in Los Angeles, California, if the Writer on the date of execution of this contract resides West of the Mississippi River. If the said suit shall be finally adjudicated in favor of the Publisher or shall be settled, there shall be released and paid to the Writer all of such sums held in escrow less any amount paid out of the Writer's share with the Writer's written consent in settlement of said action. Should the said suit finally result adversely to the Publisher, the said amount on the deposit shall be released to the Publisher to the extent or damage it incurs and the balance shall be paid over to the Writer.

(c) In any of the foregoing events, however, the Writer shall be entitled to payment of said royalties or the money so deposited at and after such time as he files with the Publisher a surety company bond, or a bond in other form acceptable to the Publisher, in the sum of such payments to secure the return thereof to the extent that the Publisher may be entitled to such return. The foregoing payments or deposits or the filing of a bond shall be without prejudice to the rights of the Publisher or Writer in the premises.

17. Any and all differences, disputes or controversies arising out of or in connection with this contract shall be submitted to arbitration before a sole arbitrator under the then prevailing rules of the American Arbitration Association. The location of the arbitration shall be New York, New York, if the Writer on the date of execution of this contract resides East of the Mississippi River, or in Los Angeles, California, if the Writer on the date of execution of this contract resides West of the Mississippi River. The parties hereby individually and jointly agree to abide by and perform any award rendered in such arbitration. Judgment upon any such award rendered may be entered in any court having jurisdiction thereof.

18. Except to the extent herein otherwise expressly provided, the Publisher shall not sell, transfer, assign, convey, encumber or otherwise dispose of the composition or the copyright or copyrights secured thereon without the prior written consent of the Writer. The Writer has been induced to enter into this contract in reliance upon the value to him of the personal service and ability of the Publisher in the exploitation of the composition, and by reason thereof it is the intention of the parties and the essence of the relationship between them that the rights herein granted to the Publisher shall remain with the Publisher and that the same shall not pass to any other person, including, without limitations, successors to or receivers or trustees of the property of the Publisher, either by act or deed of the Publisher or by operation of law, and in the event of the voluntary or involuntary bankruptcy of the Publisher, this contract shall terminate, provided, however, that the composition

may be included by the Publisher in a bona fide voluntary sale of its music business or its entire catalog of musical compositions, or in a merger or consolidation of the Publisher with a another corporation, in which event the Publisher shall immediately give written notice thereof to the Writer; and provided further that the composition and the copyright therein may be assigned by the Publisher to a subsidiary or affiliated company generally engaged in the music publishing business. Any such transfer or assignment shall, however, be conditioned upon the execution and delivery by the transferee or assignee to the Writer of an agreement to be bound by and to perform all of the terms and conditions of this contract to be performed on the part of the Publisher.

19. A subsidiary, affiliate, or any person, firm or corporation controlled by the Publisher or by such subsidiary or affiliate, as used in this contract, shall be deemed to include any person, firm or corporation, under common control with, or the majority of whose stock or capital contribution is owned or controlled by the Publisher or by any of its officers, directors, partners or associates, or whose policies and actions are subject to domination or control by the Publisher or any of its officers, directors, partners or associates.

20. The amounts and percentages specified in this contract shall be deemed to be the amounts and percentages agreed upon by the parties hereto, unless other amounts or percentages are inserted in the blank spaces provided therefor.

21. This contract is binding upon and shall enure to the benefit of the parties hereto and their respective successors in interest (as hereinbefore limited). If the Writer (or one or more of them) shall not be living, any notices may be given to, or consents given by, his or their successors in interest. No change or modification of this contract shall be effective unless reduced to writing and signed by the parties hereto.

The words in this contract shall be so construed that the singular shall include the plural and the plural shall include the singular where the context so requires and the masculine shall include the feminine and the feminine shall include the masculine where the context so requires.

22. The paragraph headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this contract nor in any way affect this contract.

23. \*

Witness: Publisher: \* \_\_\_\_\_

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

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

Writer: \* \_\_\_\_\_ (L.S.)

Witness: Address: \* \_\_\_\_\_

\* \_\_\_\_\_ Soc. Sec.#: \* \_\_\_\_\_