Music Publishing Contract

This **Music Publishing Contract** ("***Agreement***") is entered into as of _____ ("***Effective Date***") by and between the following parties:

Publisher

_____

_____ _____

_____ _____ _____ _____

_____ _____

Writer

_____

_____ _____

_____ _____ _____ _____

_____ _____

The Publisher and the Writer may be referred to individually as a "***Party***" and collectively as the "***Parties.***"

WHEREAS, the Writer is the creator and owner, or has the authority to grant rights in and to certain original musical compositions;

WHEREAS, the Publisher is engaged in the business of administering, licensing, promoting, and exploiting musical compositions; and

WHEREAS, the Parties desire to establish the terms under which the Publisher shall administer and exploit the musical compositions in exchange for compensation to the Writer.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Appointment

The Writer appoints the Publisher as the exclusive music publisher and administrator of the musical compositions identified under this Agreement during the Term. The Publisher accepts the appointment and agrees to administer and commercially exploit the Compositions in accordance with this Agreement.

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2. Compositions Covered

This Agreement applies to the following musical compositions:

Composition Title	Date Created	Writer's Ownership Percentage

The Writer represents that the ownership interests listed above are accurate unless otherwise disclosed in writing.

3. Grant of Rights

The Writer grants the Publisher the exclusive right during the Term to:

- administer the Compositions;
- register copyrights where appropriate;
- register the Compositions with performing rights organizations and collective management organizations;
- negotiate, issue, and administer licenses;
- collect royalties and other income generated by exploitation of the Compositions;
- promote the Compositions for commercial opportunities;
- authorize reproductions, public performances, public displays, distributions, digital
- transmissions, synchronization, adaptations where legally permitted, and other customary publishing uses; and
- enforce the rights granted under this Agreement against unauthorized use.

The Writer retains ownership of the copyrights except to the extent that ownership is expressly transferred under this Agreement.

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4. Publisher's Responsibilities

The Publisher shall use commercially reasonable efforts to promote and exploit the Compositions.

The Publisher's responsibilities include maintaining appropriate registrations, processing licenses, collecting royalties, maintaining accounting records, and making royalty payments in accordance with this Agreement.

The Publisher does not guarantee that any Composition will generate income or achieve commercial success.

5. Writer's Responsibilities

The Writer shall:

- deliver complete and accurate information regarding each Composition;
- cooperate with copyright registrations and licensing matters;
- refrain from granting conflicting publishing rights during the Term;
- promptly notify the Publisher of any ownership disputes or infringement claims; and
- execute documents reasonably necessary to carry out the purposes of this Agreement.

6. Ownership and Copyright

Except as expressly stated in this Agreement, the Writer remains the owner of the copyrights in the Compositions.

Nothing in this Agreement transfers ownership unless the Parties expressly state otherwise in writing.

If the Compositions involve co-writers, the Writer represents that all necessary approvals or permissions have been obtained or will be obtained before exploitation.

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7. Royalty Distribution

The Publisher shall account for and distribute royalties received from exploitation of the Compositions as follows:

Revenue Source	Writer Share	Publisher Share
Performance Royalties		
Mechanical Royalties		
Synchronization Income		
Print Income		
Other Publishing Income		

Only royalties actually received by the Publisher are subject to distribution under this Agreement.

8. Statements and Payments

The Publisher shall provide royalty statements every _____.

Payments shall accompany each royalty statement unless the amount due is less than the minimum payment threshold of _____, in which case the balance may be carried forward until the threshold is reached or until termination of this Agreement.

Each royalty statement shall summarize receipts, deductions authorized under this Agreement, and amounts payable.

9. Authorized Deductions

Before calculating royalty distributions, the Publisher may deduct:

- agreed administration fees;
- approved collection expenses;
- taxes required by law;
- bank charges relating to international payments; and
- other expenses expressly authorized by this Agreement.

No other deductions shall be made without the Writer's prior written consent.

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10. Audit Rights

The Writer may inspect the Publisher's records relating to the Compositions upon reasonable written notice not more than once during any twelve-month period.

Any audit shall occur during normal business hours and at the Writer's expense unless the audit identifies an underpayment exceeding _____ % of the amount due, in which case the Publisher shall reimburse reasonable audit costs.

11. Licensing

The Publisher may negotiate and issue licenses for the Compositions consistent with industry practice.

Where the Writer's approval is required by law or expressly reserved under this Agreement, the Publisher shall obtain the Writer's written consent before granting the applicable license.

12. Synchronization Opportunities

The Publisher may seek synchronization opportunities involving film, television, advertising, streaming services, video games, podcasts, and other audiovisual productions.

Unless otherwise agreed, synchronization licenses requiring creative approval shall be submitted to the Writer for review within a reasonable time.

13. Moral Rights

To the extent permitted by applicable law, the Writer agrees not to unreasonably withhold any consent necessary for the lawful exploitation of the Compositions.

Nothing in this Agreement requires the Writer to waive rights that cannot legally be waived.

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14. Representations and Warranties

The Writer represents and warrants that:

- the Compositions are original or lawfully controlled by the Writer;
- entering into this Agreement does not violate any existing agreement;
- the Writer has authority to grant the rights described in this Agreement;
- the Compositions do not knowingly infringe the intellectual property rights of another person; and
- all information provided to the Publisher is materially accurate.

The Publisher represents that it has authority to enter into and perform this Agreement.

15. Infringement

If either Party becomes aware of an alleged infringement involving a Composition, that Party shall promptly notify the other.

The Publisher may pursue enforcement actions after consulting with the Writer. Any recoveries shall first reimburse approved enforcement expenses, with the remaining proceeds distributed according to the royalty allocation set forth in this Agreement unless otherwise agreed in writing.

16. Confidentiality

Each Party shall keep confidential all non-public business, financial, contractual, and commercial information received from the other Party except where disclosure is required by law or reasonably necessary to perform this Agreement.

This obligation survives termination for _____ years.

17. Term

This Agreement begins on the Effective Date and continues for an initial term of _____.

Unless either Party provides written notice of non-renewal at least _____ days before expiration, the Agreement shall automatically renew for successive periods of _____.

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18. Termination

Either Party may terminate this Agreement for material breach if the breach is not cured within _____ days after written notice.

Either Party may also terminate this Agreement without cause by providing _____ days' prior written notice if such termination is permitted under the commercial arrangement established by the Parties.

Upon termination:

- rights previously granted under executed licenses shall remain effective until their expiration;
- unpaid royalties accrued before termination shall remain payable;
- each Party shall return or securely destroy confidential information upon request, except where retention is required by law or legitimate recordkeeping obligations;
- the Publisher shall complete any outstanding royalty accounting through the effective termination date; and
- rights granted under this Agreement shall revert to the Writer except as necessary to administer existing licenses and collect royalties earned before termination.

19. Limitation of Liability

Except for liability arising from fraud, intentional misconduct, breach of confidentiality, or infringement of intellectual property rights, neither Party shall be liable to the other for indirect, incidental, consequential, special, or punitive damages arising out of this Agreement.

20. Force Majeure

Neither Party shall be liable for delays or failures in performance caused by events beyond its reasonable control, provided that the affected Party promptly notifies the other and resumes performance as soon as reasonably practicable.

21. Notices

Any notice under this Agreement shall be in writing and delivered by personal delivery, recognized courier service, certified mail, or electronic mail with confirmation of transmission to the addresses designated by the Parties.

A Party may update its notice address by providing written notice to the other Party.

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22. Assignment

The Publisher may assign this Agreement in connection with a merger, acquisition, corporate restructuring, or sale of substantially all of its publishing business, provided the assignee assumes the Publisher's obligations.

The Writer shall not assign this Agreement without the Publisher's prior written consent, except for transfers by operation of law or estate administration.

23. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of , without regard to its conflict of law principles.

The Parties shall first attempt in good faith to resolve any dispute through negotiation. If the dispute cannot be resolved through negotiation within a reasonable period, the Parties may pursue mediation or any court or dispute resolution forum having appropriate jurisdiction, unless they later agree in writing to another method of dispute resolution.

24. Entire Agreement

This Agreement constitutes the complete understanding between the Parties concerning its subject matter and supersedes all prior discussions, negotiations, and agreements relating to the Compositions covered by this Agreement.

25. Amendments

Any amendment or modification of this Agreement must be made in writing and signed by both Parties.

26. Severability

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be interpreted or modified only to the extent necessary to make it enforceable while preserving its intended purpose.

27. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one agreement.

Electronic signatures shall have the same effect as handwritten signatures to the extent permitted by applicable law.

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Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

Publisher

Name

Date

Signature

Writer

Name

Date

Signature

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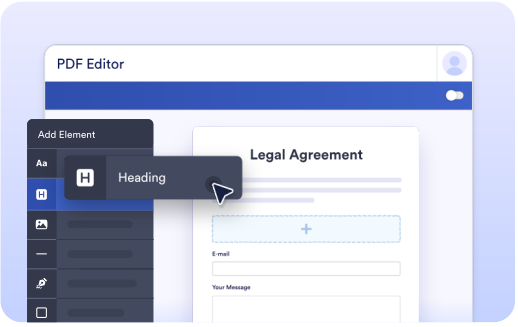
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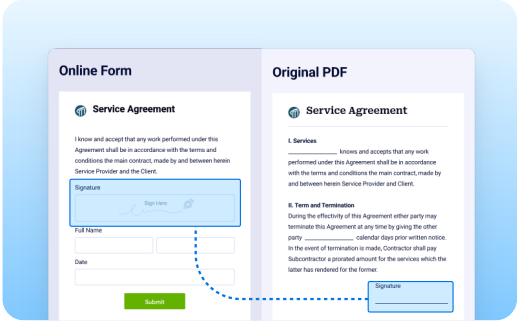
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