

PUBLISHING AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF PUBLISHER] (the "Publisher")
[address]

- and -

[NAME OF WRITER] (the "Writer")
[address]

THIS AGREEMENT WITNESSES that in consideration of the sum of [AMOUNT IN TEXT] DOLLARS (\$##.##) paid by the Publisher to the Writer and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Writer hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, an original previously unpublished musical composition (the "Work"), written and/or composed by the Writer, which is currently titled "[Name of Work]", including the title, words, and music, and all copyrights thereto, including but not limited to copyright registration No. [registration #], and all rights, claims and demands in any way relating thereto, and the exclusive right to secure copyright therein throughout the world, and to have and to hold the said copyrights and all rights of whatsoever nature now and hereafter for and during the full terms of all of said copyrights. In consideration of Publisher's agreement to pay royalties to the Writer as hereinafter set forth, the Writer hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, all renewals and extensions of the copyrights in the Work to which the Writer may be entitled hereafter and all registrations thereof, and all rights of any and all nature now and hereafter hereunder existing, for the full terms of all renewals and extensions of copyrights.
2. The Writer hereby warrants and represents that (i) the Work is the sole, exclusive and original work of the Writer, (ii) the title, music and lyric was written and composed by the Writer, (iii) the Work is new and original and does not infringe upon any other copyrighted works, (iv) the Writer has the full authority and power to enter into this Agreement, (v) the Work has not heretofore been published, (vi) the Work is innocent and does not contain any content which, if published or otherwise used, will be a proprietary right at common law or any statutory copyright or penal law, and (vii) the Writer shall indemnify and hold harmless and defend the Publisher against any suit, claim, demand, or recovery by reason of any breach of any of the Writer's representations or warranties of covenants right or copyright or any injurious matter in the Work, actual or claimed and the Publisher is hereby granted the right, in event of any such claim or claims, to make such defense as may be advised by counsel and the costs of such defense, including reasonable attorney's fees, together with any damages sustained and amounts of any such settlements shall be charged to and paid for by the Writer.