

STANDARD UNIFORM POPULAR SONGWRITERS CONTRACT

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

BETWEEN:

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

- and -

[NAME OF SONGWRITER]
[address]
(the "Songwriter")

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. The Songwriter hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, that certain heretofore unpublished original musical composition, written and/or composed by the Songwriter entitled [NAME OF COMPOSITION] (the "Work"), including the title, words and music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, subject to the terms of this Agreement.
2. This Agreement shall in all respects be subject to any existing agreements between the parties hereto and the American Society of Composers, Authors and Publishers (ASCAP).
3. The Songwriter hereby warrants as follows:
 - (a) that the Work is the sole, exclusive and original work of Songwriter;
 - (b) that Songwriter has full right, power and authority to enter into this Agreement; and
 - (c) that there exists no adverse claim to or in the Work, except as set out in paragraph 2 hereof, and except those rights as are specifically set forth herein.
4. In consideration for the assignment and transfer of the Work hereunder, the Publisher agrees to pay the Songwriter the following amounts in the following manner:
 - (a) An advance of \$###.##, to be paid upon execution of this Agreement, which sum shall be deductible from any payments hereafter becoming due to Songwriter under this Agreement.
 - (b) In respect of regular piano copies sold and paid for at wholesale price in the United States, royalties per copy as follows:

Wholesale price _____ cents (or more) royalty _____ cents per copy

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Wholesale price _____ cents (or more) royalty _____ cents per copy

Wholesale price _____ cents (or more) royalty _____ cents per copy
 - (c) A royalty of _____% (in no case however less than 50%) of all net sums received by the Publisher in respect of regular piano copies and/or orchestrations thereof sold and paid for in any foreign country.

- (d) (d) A royalty of _____ cents per copy of orchestrations thereof in any form sold and paid for in the United States.
- (e) The Work shall not be published in any folio or composite work until _____ [days/months/years] after publication thereof in regular piano copies, and subsequent to such time, only upon such terms and conditions as may hereafter be agreed to in writing between the parties. Folios and/or composite works shall be deemed to include any publication of ten or more compositions within the same volume and/or binding.
- (f) In respect of copies sold and rights licensed or sold in Canada, the royalties to be paid to the Songwriter shall be on the same royalty basis as herein provided for sales or licenses in the United States.
- (g) An amount equal to _____% (in no case, however, less than 50% jointly) of all receipts of the Publisher in respect of any licenses issued authorizing the manufacture of parts of instruments serving to mechanically reproduce the Work, or to use the Work in synchronization with sound motion pictures, or to reproduce it upon electrical transcription, or any other method in use now or in future, for broadcasting purposes; and of any and all receipts of the Publisher from any other source or right currently existing or which may hereafter come into existence; provided, however that if the Publisher administers the said licenses, or any of them, through the agent, trustee or other administrator acting for a substantial part of the industry and not in the exclusive employ of the Publisher, the Publisher in determining its 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 agent, trustee or administrator, said deduction in no event however to exceed 10% of the license fee. The percentage of the Songwriter on monies received from foreign sources shall be computed on the Publisher's net receipts. The Songwriter shall not be entitled to any share of the monies distributed to the Publisher by ASCAP or any other performing rights society throughout the world which makes a distribution to writers, either directly or through ASCAP, of an amount which, in the aggregate, is at least equal to the aggregate amount distributed to Publishers.

THIS IS A 5-PAGE DOCUMENT.