

## FOREIGN AGENCY AGREEMENT

This is an AGENCY AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "Principal") and \_\_\_\_\_ (hereinafter referred to as "Agent").

Principal is the owner of the mechanical recording rights in copyrighted musical work referred to as \_\_\_\_\_ (hereinafter referred to as the "Composition/Album") with music and lyrics by \_\_\_\_\_ as recorded by \_\_\_\_\_.

Principal does hereby appoint Agent as lawful agent and representative for the purpose of exploiting, marketing and negotiating for the granting of sub-publishers within the territory of \_\_\_\_\_ (hereinafter referred to as "Licensed Territory") the following rights:

1. Exclusive right to print, publish and vend copies of the Composition/Album in the Licensed Territory.
2. The exclusive rights for mechanical and electrical reproduction of the Composition/Album in the Licensed Territory on phonograph records and prerecorded tapes and transcriptions.
3. The nonexclusive right of public performance, including broadcasting on television of the Composition/Album and the licensing of the Composition/Album for such purposes in and for the Licensed Territory.
4. The nonexclusive right to grant nonexclusive licenses for the recording of the Composition/Album in and with motion pictures and television productions produced in the Licensed Territory subject to the written approval of the Principal.
5. The nonexclusive right, with the prior approval of the Principal, to make and publish new translations of the lyrics hereof and to the language or languages of the Licensed Territory with the rights herein above provided in subparagraphs 1 and 4 hereof. All such new matters shall be copyrighted only in the name of Owner and shall be the sole property of the Owner.

As compensation for Agent's efforts and work hereunder,

Principal agrees to pay Agent as follows:

- (a) \_\_\_\_\_ ( %) Percent of any and all gross receipts paid or credited to principal for each use of the Composition/Album in any album, book, folio, or newspaper,
- (b) \_\_\_\_\_ ( %) of the retail selling price of each copy of the Composition/Album in any form sold and credited or paid for and not returned,
- (c) \_\_\_\_\_ ( %) of any and all gross receipts paid or credited to the Principal by any licensee for mechanical reproductions thereof on phonorecords and prerecorded tapes, videos, and any and all other means of mechanically reproducing the Composition/Album.
- (d) \_\_\_\_\_ ( %) of all monies paid or credited to Principal by any licensee for any use thereof whatsoever, including but not limited to gross broadcast and performance fees in respect to public performances thereof, in the Licensed Territory.

All monies due Agent hereunder shall be payable to Agent within thirty days after monies paid to Principal pursuant to agent's work hereunder is received by or credited to Principal. Such

payments shall be accompanied by an accounting statement reflecting gross amounts from each source which the Principal is accountable to Agent. Agent shall have reasonable access to all books and records regarding this Composition/Album.

The term of this Agreement shall be for a period of \_\_\_\_\_ year(s) commencing on the date of execution of this Agreement.

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their heirs, successors and assigns.

This Agreement is not assignable by either party without written consent of both parties. This Agreement shall be construed under the laws of the State of (STATE).

Nothing herein contained shall be construed as a partnership or joint venture between the parties hereto.

This Agreement cannot be canceled, altered, modified, amended, or waived in part or in full in any way except by an instrument in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first written above.

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

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