

RECORD MANUFACTURING AGREEMENT PUBLISHER - ROYALTY SHARING AGREEMENT

AGREEMENT made and entered into this herein below date, by and between _____ (hereinafter referred to as the "Publisher") and _____ (hereinafter referred to as "Assignee").

The Publisher and Assignee agrees as follows concerning a musical composition now entitled:

Song Title Here

written by _____

For good and valuable consideration by each of the parties hereto given to the other, receipt of which is hereby acknowledged, and in consideration of the promises and covenants hereinafter contained, **IT IS AGREED AS FOLLOWS:**

1. Publisher shall deduct from gross publishing receipts (monies received) for the following expenses to the extent that said expenses were actually paid or incurred by the Publisher including, but not limited to, songwriter's royalties and advances, registration fees, demonstration tapes, lead sheets, arrangements, and all other miscellaneous, fees and expenses incurred in behalf of said composition; Publisher shall pay to Assignee FIFTY (50%) of:

(a) Net publishing receipts less the deductions.

(b) Extraordinary expenses (for example, advertising publicity, promotional expenses) shall not be incurred, or if incurred, not compensated or reimbursed for without the written consent of the other approving the expenditure and agreeing to share therein.

(c) In the event of extraordinary expenses were agreed upon, but the expenses not equally borne, Publisher shall make the required adjustments at the time of paying Assignee.

2. The copyright shall be registered in the name of the Publisher.

3. Sheet music and all printed material concerning the composition shall bear the name(s) of the copyright registrant(s).

4. Record labels shall bear the names of both parties.

5. B.M.I. or A.S.C.A.P. song clearance and record clearance cards and forms shall bear the name(s) of the copyright registrant(s). The performing rights society shall pay one-half to each party.

6. Only the Publisher shall issue licenses and sub-publication rights.

7. Publisher shall make royalty statements and payments to the composer(s).

8. Publisher shall render statements and make payments to Assignee semi-annually within SIXTY (60) days after the last day of each January through June and July through December semi-annual period.

9. Publisher shall be free to make licensing and sub-publication agreements without consulting Assignee and upon whatever terms it deems wise or wishes.

IN WITNESS WHEREOF, we hereunto set our hands this _____, day of _____, 200_.

PUBLISHER

ASSIGNEE