## Publishing Agreement

*By and Between*

Gerencia 360 Publishing, INC

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AGREEMENT made as of , between p/k/a , (hereinafter “Writer” or "you") located at , and Gerencia 360 Publishing, INC., (hereinafter “Publisher” or "G360") located at 300 E. Magnolia Blvd. Ste. 500, Burbank, CA 91502.

## ASSIGNMENT OF COPYRIGHT

* 1. **Grant of Rights**: In consideration of the royalties payable to Writer hereunder, Writer hereby irrevocably and absolutely assigns and delivers to Publisher, its successors and assigns:

1. His/her entire undivided one hundred percent (100%) of your entire right and interest in and to the Compositions on the attached Schedule A, including and without limitation of the title, words and music thereof, all worldwide rights therein, all copyrights therein and thereto, all registrations with respect thereto, and the exclusive right to secure copyrights and any extensions of copyrights in the same and in any arrangements and adaptations thereof, all throughout the world, in perpetuity, as applicable, and all claims and causes of action related to the Compositions accruing at any time, and all other rights of whatsoever nature of the Compositions.
2. In further consideration of the royalties payable to Writer hereunder, Writer affirms that, for purposes of translations, adaptations and arrangements, Publisher may change the title of the Composition, and that Publisher, by Writer's execution of this Agreement, has acquired the words and music of the Composition, and all rights therein, and all copyrights and rights to secure copyright throughout the world, including the aforesaid as to any arrangements, adaptations, or translations of the original Composition, and to have and to hold said copyright and all rights presently or in the future existing thereunder, subject to the terms of this Agreement. Writer shall execute, furnish and deliver all documentation to Publisher regarding the rights of the Compositions in Schedule A, attached hereto, which Publisher may dispose of appropriately for the sole purposes to carry out this agreement. Writer here grants Publisher permission to sign any documents necessary under your name, or the name of any Controlled Songwriter pertaining to the Compositions, in order to carry out this agreement.
3. Simultaneously with the execution of this Agreement, Writer shall execute a short form assignment of his/her entire share of the copyright in the Compositions attached hereto and incorporated herein as Schedule A to this Agreement as additional evidence of this transfer of rights. Writer does hereby appoint Publisher and its successor and its assigns as Writer's attorney-in-fact to make, sign, execute, acknowledge and deliver any such documents, in Writer's name or its own name, as may from time to time be necessary to secure, transfer, assign (to itself or others), register a claim to, record or otherwise evidence Publisher's rights to the copyright in the Composition and all other rights herein granted; said power of attorney shall be irrevocable and coupled with an interest. Publisher shall not be required to notify you before signing any short form of assignment of rights for process with the United States Copyright Office or any other copyright authority in the Territory (refer to 1.2 below). Publisher shall use reasonable efforts to provide you with copies of any such agreement Publisher signs in your name, though failure to do so, shall not constitute a breach of contract hereof.
   1. **Territory**: The Universe.
4. **POWER OF ATTORNEY:** Writer herby irrevocably authorizes, empowers and appoints Publisher as his true and lawful attorney for the term of the copyrights in the respective Compositions and any renewals or extensions thereof, to initiate and compromise any claim or action with respect to the Compositions, including and without limitation, any claim or action against infringers of Publisher’s and Writer’s rights in the composition.
5. **WRITER’S WARRANTY:** Writer hereby warrants, covenants and represents that the Composition is Writer's original unpublished work and that no part thereof infringes upon the title, the literary or musical property or the copyright in any work or the statutory, common law or other rights (including rights of privacy and publicity) of any person, firm, or corporation, nor unfairly competes with any person or entity; that with respect to the Composition, Writer is author and Writer and owner thereof and of all the rights therein, and that prior to executing this Agreement, Writer has not sold, assigned, transferred, pledged or mortgaged any right, title or interest in the Composition, the copyright therein, or in any of the rights herein conveyed; that there are no other authors or coauthors other than those listed above, that Writer has not made or entered into any copyrights or rights therein, and that no person, firm or corporation other than Writer claims, or has claimed any right, title, power and authority to enter this Agreement and make all of the grants, promises and covenants herein contained.
6. **ADMINISTRATION:** Writer hereby grants Publisher and its Licensees, the sole and exclusive right to administer and exploit the undivided Compositions throughout the Territory (refer to 1.2 above mentioned), including but not limited to:
   1. License and cause other Persons to license the exploitation of the Compositions in any manner, including, without limitation, the right to license broadcast and other public performances, sound synchronization in audiovisual works, uses on the Internet or on wireless devices, and the right to license the manufacture, distribution, transmission and sale of Phonograph Records embodying any one (1) or more of the Compositions;
   2. Administer and grant rights in the Compositions and the copyrights therein;
   3. Print, publish and sell printed editions of the Compositions;
   4. Collect all monies earned with respect to all uses of the Compositions, including and without limitation to all mechanical, synchronization, print, public performance income, but excluding any so called “songwriter’s share” of public performance income;
   5. Make arrangements, translations, or otherwise adapt or change any one (1) or more of the Compositions in any manner; and
   6. Otherwise administer the Compositions and the Copyrights therein and to act as the Publisher thereof and exercise all of such rights as fully as if the copyrights were registered to Publisher as the sole and exclusive owner thereof.
7. **EXPLOITATION**: Publisher reserves the rights to determine, in its sole discretion, the manner, extent and means of exploiting the Compositions subject to the terms of this Agreement; provided, however, Publisher agrees to use reasonable efforts to exploit Compositions in accordance with its customary business practices. Publisher agrees that all licenses granted by Publisher pursuant to this Agreement, including without limitation, those with affiliates of Publisher, shall be in good faith and at arms length.
8. **NAME AND LIKENESS:** Publisher shall have the right to and grant other the use Writer’s name, likeness and biographical material concerning him, in connection with Publisher’s business in general and with the use, promotion, dissemination and exploitation in any medium of the Composition in particular.
9. **ADVANCE:** All monies paid by Publisher to Writer or any Controlled Songwriter, other than royalties paid pursuant to Article 7 below, shall constitute Advances, unless otherwise expressly agreed in writing by an authorized officer of Publisher. Each payment (except such royalties) made by Publisher to another Person on Writer’s behalf or any Controlled Songwriter, shall also constitute an Advance if it is made with Writer’s consent or any Controlled Songwriter, if it is required by law, or if it is made by Publisher to satisfy an obligation incurred by Writer or any Controlled Songwriter in connection with the subject matter of this agreement.
10. **ROYALTIES:** So long as Publisher’s rights hereunder continue and Writer is not in breach of this Agreement, Publisher shall pay the Writer the following royalties, specifically attributable to Publisher’s exploitation of the Compositions hereunder, throughout the Territory, as follows:
    1. Public Performance Income: Shall be paid One Hundred percent (100%) of the so-called “songwriter’s share” of public performance income derived from the Compositions, directly from his/her affiliated performing rights organization.
    2. Mechanical Income: Fifty percent (50%) of Net Income derived and actually received from Publisher’s license of the Compositions to others for synchronization in Phonograph Records.
    3. Synchronization Income: Fifty percent (50%) of Net Income derived and actually received from Publisher’s license of the Compositions to others for synchronization in audiovisual works.
    4. Other Income: Fifty percent (50%) of Net Income derived from exploitation of the Compositions not specifically referred to in paragraphs 8.1, 8.2 and 8.3 above, including without limitation to print income.
    5. Net Income: Net Income shall be defined as gross income, less any amounts paid to partial owners of Compositions or other publishers, if any, the actual costs incurred in connection with the registration of copyrights, actual costs of translating and arranging the Compositions, out-of-pocket fees or costs connected with the preparation and distribution of lead sheets of the Compositions, actual costs of collecting income with respect to the Compositions, out-of-pocket fees paid to or charged by a trustee or collecting agent for the licensing of the Compositions, all out-of-pocket expenses (including reasonable legal fees and expenses) incurred by Publisher in connection with any claim or suit brought by or against the Publisher concerning the Compositions, and demo costs requested or approved by you. Expenses of salaries of employees, rent and overhead shall not be deducted.
    6. In the event that “Writer” includes more than one person, all representations, warranties, grants and obligations made or undertaken by Writer shall be deemed jointly and severally made or undertaken, and the royalties payable hereunder shall be divided and paid corresponding to each Writer's ownership interest in the Composition.
    7. It is agreed that Publisher shall not be required to pay any royalties on professional or complimentary copies or any copies or phonorecords which are distributed or sold by or under Publisher's authority at or below Publisher's cost or for promotional or similar purposes for which Publisher receives no payment.
    8. As used herein, the term "net sums" shall mean the gross sums actually received by Publisher or its agent in the United States, or credited against an advance actually received, reduced by collection fees charged by any collection agent or organization; reasonable legal fees and court costs incurred by Publisher in the collection of such sums; reasonable auditor's and accountant's fees; and any other costs related to the Composition.
11. **ACCOUNTING:**
12. Publisher agrees that it will render statements to Writer showing all sales and royalties, if any, and the sources thereof earned by Writer pursuant to this Agreement on or before March 31st for the semi-annual period ending the preceding December 31st and on or before September 30th for the semi-annual period ending the preceding June 30th.
13. Publisher shall pay to Writer the net amount of such royalties reported if any, for the preceding period, less the amounts of any advances, if any, which had been previously incurred by or paid to Writer by Publisher and any other sums owed to Publisher by Writer on or before June 30th for the semi-annual period ending the preceding December 31st and on or before December 31st for the semi-annual period ending the preceding June 30th of each calendar year provided that Publisher shall be obligated to pay royalties hereunder only with respect to sums actually received by Publisher or credited to Publisher's account.
14. Publisher shall not be required to send Writer a royalty payment for any period in which the royalties payable to Writer are One Hundred Dollars ($100) or less, but shall send Writer a statement covering such royalties; provided, however, that such royalties shall be held and paid along with the next statement requiring payment in excess of One Hundred Dollars ($100). If Publisher makes any overpayment to Writer, Writer shall reimburse Publisher for that overpayment. Publisher may also deduct any overpayment from any monies due or becoming due to Writer. Publisher shall have the right to maintain royalty reserves against anticipated returns and credits only with respect to print uses of the Compositions; provided, however, that such reserves during any particular semi-annual accounting period shall not exceed twenty-five percent (25%) of the aggregate number of units of sheet music shipped to Publisher’s customers. Each such royalty reserve shall be liquidated equally over the next four (4) semi-annual accounting periods following the accounting period during which the applicable reserve is initially established.
15. Writer shall be barred from instituting or maintain in any action, audit or proceedings of any kind or nature with respect to any statements rendered hereunder unless such is commenced within one (1) year after delivery of such written objection by Writer to Publisher. Writer and any attorney or certified public accountant designated by Writer shall have the right to examine and inspect Publisher's books and records with respect to the Composition at Publisher's principal office upon at least thirty (30) days written notice during normal business hours, and at Writer's sole expense. Any audit shall be limited to the then two (2) most current accounting periods, and no statement, including the books and records pertaining thereto, shall be reviewed and/or audited more than once, and Writer shall only have the right to examine Publisher's books and records once during each calendar year.
16. Publisher shall maintain Books and Records which you may examine at your expense. You may make those examinations only for the purpose of verifying the accuracy of the statements sent to you under paragraph 8.1 above. You may make such an examination for a particular statement only once within three (3) years after the date the statement is delivered. Publisher shall be deemed conclusively to have sent you each statement on the date prescribed in paragraph 8.1 above, unless you notify Publisher otherwise, with respect to any particular statement, within ninety (90) days after that date of delivery. Such examinations shall be made only during Publisher’s regular business hours and place of business where Books and Records are kept. Writer shall send Publisher a copy of the audit report concerning the examination, within forty-five (45) days of the completion thereof.
17. **INFRINGEMENT ACTIONS:** 
    1. Any legal action brought by the Publisher against any alleged infringer of the Composition shall be initiated and prosecuted at its sole expense, and any recovery made by Publisher as a result thereof, after deduction of litigation expenses, including attorneys' fees, a sum equal to fifty percent (50%) shall be paid to Writer.
    2. If a claim is presented against Publisher alleging that the Composition is an infringement upon some other composition and because thereof Publisher is jeopardized, it shall thereupon serve written notice upon Writer and thereafter, until the claim has been adjudicated or settled, Publisher may withhold such sums as Publisher in its sole discretion deems sufficient to protect Publisher from any and all liability, including all costs and attorneys' fees, out of any monies coming due Writer hereunder to be held pending the outcome of such claim.
    3. From and after the service of a summons in a suit for infringement against Publisher in respect of the Composition, out of all payments hereunder thereafter coming due to Writer, Publishing may withhold such sum as Publisher in its sole discretion deems sufficient to protect Publisher from any and all liability, including all costs and attorneys' fees, unless Writer shall elect to file an acceptable bond in the sum of such payments, in which event the sums due shall be paid to Writer. Writer agrees to reimburse Publisher for court costs and reasonable counsel fees incurred by Publisher in defending the suit.
18. **WARRANTIES, RESTRICTIONS AND INDEMNITY.** Without limitation of the warranties and representations set forth in the Basic Agreement, you hereby warrant and represent as follows**:**
19. You are over Eighteen (18) years old and have a right to enter into this Agreement.
20. You have not sold, assigned, transferred, or encumbered any right, title or interest in or to Writer’s interest in the Composition(s) or any part thereof or any of the rights herein conveyed and that no person, firm or corporation other than Writer has or has had claims or has claimed any right, title or interest in or to Writer’s interest in the Composition(s) or any parts thereof or any copyrights therein; that the Composition(s) has/have never been published.
21. You acknowledge that your abilities are exceptional, extraordinary and unique, the loss of which may not be compensated by money. Publisher shall be entitled to seek injunctive and other equitable relief, in addition to whatever legal remedies are available, to prevent or cure any breach or threatened breach of this agreement.
22. The Composition(s) and other material delivered by you hereunder shall not infringe upon the rights of any third parties.
23. You will at all times indemnify and hold harmless Publisher and its licensee(s), employee(s), attorney(s), officer(s), director(s) and/or affiliate(s) (collectively the “Indemnities”) from and against any and all third party claims, damages, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any breach or alleged breach by any member or Writer of any warranty, representation or agreement made by any of them herein or any other act or omission. Writer will reimburse Publisher and/or its Indemnities on demand for any payment made at any time after the date hereof in respect of any liability or claim in respect of which Publisher or its Indemnities are entitled to be indemnified. Upon the making or filing of any such claim, action or demand, Publisher shall be entitled to withhold from any amounts payable under this Agreement such amounts as are reasonably related to the potential liability in issue. Writer shall be notified of any such claim, action or demand and shall have the right, at its own expense, to participate in the defense thereof with counsel of their own choosing; provided, however, that Publisher’s decision in connection with the defense of any such claim, action or demand shall.

## MISCELLANEOUS.

1. In entering into this Agreement and operating hereunder, the parties each have and shall have the status of independent contractors. Nothing herein shall contemplate or constitute a partnership, joint venture, or any similar relationship between the parties.
2. Each of the parties shall execute and deliver any and all additional papers, documents, and other instruments and shall do any and all further acts and things reasonably necessary in connection with the performance of its obligations hereunder to carry out the intent and purposes of this Agreement.
3. Publisher may assign this Agreement freely. You may not assign this Agreement or any of its rights hereunder without Publisher’s prior, written approval. Any such purported assignments shall be void.
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California. The parties agree that any and all disputes, claims or litigation arising from or related in any way to this Agreement or the parties’ relationship hereunder shall be litigated only in a court of competent jurisdiction located in the County of Los Angeles, State of California.
5. This Agreement constitutes the entire agreement between Writer and Publisher relating to the subject matter hereof. Each party acknowledges that no statement, promise or inducement has been made to such party, except as expressly provided for herein. This Agreement supersedes all prior agreements, written or oral, between the parties hereto. This Agreement may not be changed or modified, or any covenant or provision hereof waived, except by an agreement in writing, signed by the party against whom enforcement of the change, modification or waiver is sought. Should any section or provision of this Agreement be held to be void, invalid, or inoperative, such decision shall not affect any other section or provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid, or inoperative section or provision had not been contained herein. A waiver by either party hereto or a breach of any provision herein shall not be deemed a waiver of any subsequent breach, nor a permanent modification of such provision. Nothing in this Agreement shall be construed to require the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any material law, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and restricted only to the extent necessary to bring them within such legal requirements, and only during the time such conflict exists.
6. This Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, heirs and shareholders. In the event of any assignment, this Agreement will be binding upon the parties’ successors- in-interest.
7. A Spanish translation of this agreement may be provided as a courtesy, however in the event there is question as to interpretation, validity of execution or legal effect of this agreement, the English version shall control.
8. This Agreement may be executed in counterparts, and may be executed via facsimile, PDF or AdobeSign. When each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when, taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon all parties.
9. In the event any provision of this Agreement shall be illegal or unenforceable, such provision shall not affect the validity of the remaining portions and provisions hereof.
10. The waiver by Publisher of any breach of this Agreement shall not in any way be construed as a waiver by Publisher of any subsequent breach, whether similar or not, of this Agreement by Writer.
11. This Agreement sets forth the entire understanding and agreement of the parties hereto and may not be altered, modified, canceled or terminated in any way except by written agreement of the parties hereto in writing. The headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
12. **ENTIRE AGREEMENT:** This Agreement supersedes any and all prior negotiations, understanding and agreements between the parties with respect to the subject matter hereof. Each of the parties acknowledges and agrees that neither party has made any representations or promises in connection with this Agreement of the subject matter hereof which are not contained herein.
13. As a condition precedent to the assertion by Writer that Publisher is in default in performing any obligations contained herein, Writer shall advise Publisher thereof in detail and in writing, and Publisher shall be allowed a period a period of sixty (60) days after receipt of such written notice within which to cure such alleged default.
14. **NOTICES:** All notices and payments hereunder shall be sent to the parties at the address indicated at the beginning of this agreement, unless either party changes such mailing address by giving written notice thereof, to the other.
15. This Agreement shall be construed in accordance with the laws of the County of Los Angeles of the State of California applicable to agreements executed and wholly to be performed therein. This agreement shall be binding upon and inure to the benefit of the parties’ respective heirs, executors, administrators, successors, and assigns.

**SIGNATORY PAGE FOLLOWS**

## YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE BEEN ADVISED OF YOUR RIGHTS TO RETAIN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT AND THAT YOU HAVE EITHER RETAINED AND HAVE BEEN REPRESENTED BY SUCH LEGAL COUNSEL OR HAS KNOWINGLY AND VOLUNTARILY WAIVED YOUR RIGHT TO SUCH LEGAL COUNSEL AND DESIRES TO ENTER INTO THIS AGREEMENT WITHOUT THE BENEFIT OF INDEPENDENT LEGAL REPRESENTATION.

## AGREED TO AND ACCEPTED:

|  |  |  |  |
| --- | --- | --- | --- |
| By: Gerencia 360 Publishing, Inc. |  |  | By:  p/k/a |

We declare under penalty of perjury that the foregoing is true and correct.

Executed the \_\_ days of \_\_\_\_\_\_\_\_, at Burbank, California.

**Witness #1 Witness #2**

Signature Signature

Print Name Print Name

# SCHEDULE A

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | |  | |  |
|  | |  | |  |
| **Composition Title** | | **Name of Songwriter(s) –Affiliation - %** | | **Name of Company(s) and %** |
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|  | |  | |  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
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“COMPANY” “COMPOSER”

|  |  |  |
| --- | --- | --- |
| By: Gerencia 360 Publishing, Inc. |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | p/k/a \_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ASSIGNMENT**

***Schedule B***

Agreement between \_\_\_\_\_nombre compositor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, individually, dated as of \_\_\_fecha del contrato\_\_\_\_.

(References is made to paragraph 1.0)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned:

Name: \_nombre del compositor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Assignor”)

Address: \_\_\_direccion del compositor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For good and valuable consideration now received, hereby assigns unto: Name: Gerencia 360 Publishing, INC. (“Assignee”)

Address: 300 E. Magnolia Blvd., Ste. 500

Burbank, CA 91502

and its successors and assigns forever, one hundred percent (100%) of Assignor's interest in the copyright(s) (including renewals, if applicable) in and to, and all of the right, title and interest of the Assignor in and to, all musical compositions Assignor owns, in whole or part, or which Assignor at any time acquires, including without limitation, the musical composition(s) listed on Schedule 1 annexed (all such compositions collectively the “Compositions”), throughout the world in perpetuity.

DATED: \_\_fecha del contrato\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_nombre del compositor\_\_\_\_\_\_\_\_\_\_\_\_