



CHRISTIAN ARTS GROUP

EXPLAINING THE TERMS: Single Song Publishing Agreement

The purpose of this document is to give you a paragraph-by-paragraph explanation of the terms of your publishing agreement. It is NOT a legal document, but is only intended to give you an understanding of the contract in plain English.

1. Grant of Rights

This section of the Single Song Publishing Agreement spells out the assignment of rights of the compositions from the Writer to the Publisher. This is necessary in order for the publishing company to file for copyright protection and license others to record the songs, reprint the lyrics, or otherwise control use of the compositions.

2. Representations and Warranties of Writer: Indemnification

This section affirms that the compositions contained in the agreement are original works, are not assigned to another publishing company, and do not contain offensive material. It also states that if a legal claim is made against any of the compositions, any settlement is paid out of collected royalties first, then from the Writer.

3. Royalties Payable to Writer

This section spells out the terms related to compensation to the Writer by the Publisher. It specifies royalties on sales of sheet music and recordings. It also specifies circumstances when payments are not owed by Publisher (complimentary copies and payments directly from performing rights society).

5. Small Performing Rights

This section states that the Writer must maintain membership in the performing rights society (ASCAP, BMI or SESAC) in order to receive those royalties collected by the performing rights society. It also re-states that these royalties will be paid directly by the performing rights society.

6. Accounting

This section explains the specific process for Writer to receive royalty statements and/or payments, including issues with foreign currencies. It also spells out the conditions by which the Writer may have the Publisher's accounting files audited.

7. No Obligation to Print; Sublicenses

This section states that the Publisher has the right to sublicense others to publish the compositions, and that the Publisher itself has no obligation to print the compositions (i.e., sheet music).

8. Prorating Royalties

This section explains that in the case of multiple writers on a composition, the royalties shall be split evenly among the writers, unless a separate agreement specifies percentages.

9. Similar Titles

This section allows the Publisher to have more than one composition in their various catalogs with the same or similar names without threat of litigation by Writer.

10. Name, Likeness and Biographical Information

This section allows the Publisher to use a Writer's name, his approved likeness, approved biographical information and the titles of any of the compositions for business-related purposes, such as promotion of the compositions and/or the Publisher.

11. Notices

This section specifies that all legal notices regarding the agreement (such as notifications of breach and/or reversion) should be sent to the Publisher's attorney.

12. Power Of Attorney

This section gives the Publisher power of attorney in order to handle normal business affairs regarding the compositions, such as copyright registration, which would only be exercised in the event the Writer has been given a reasonable time, but fails to complete requested paperwork.

13. Legal Actions

Part A explains that if the Publisher should ever pursue litigation regarding the Writer's compositions, any settlement would be distributed as regular royalties, minus the cost of litigation. Part B explains that if a claim is made against the Writer's compositions, the Publisher will notify the Writer, should he/she wish to participate in litigation. Part C explains that if a claim is made against the Writer's compositions, Publisher can withhold royalties on the titles concerned until the claim is resolved. Writer also has the option to post a bond equal to the amount of claim.

14. Cure of Breaches: Waiver

Part A explains that a breach occurs after 30-day written notice of a breach which hasn't been resolved by either Writer or Publisher. Part B explains that even if Publisher waives a breach on the part of the Writer in one instance, Publisher can choose to enforce a subsequent breach at a later time.

15. Choice of Law and Forum

This section states that the laws of the State of Tennessee govern the agreement.

16. Severability

This states that if any part of this agreement is found void in a court of law, it does not affect the rest of the agreement.

17. Integration

This section states that the agreement constitutes the entire agreement. Any changes or additions to the agreement must be in writing.

18. Independent Counsel

This section states that the Writer has had an opportunity to review the agreement with a lawyer.

19. Captions

This simply states that the captions appear for convenience only.

20. Demonstration Recordings

This section states that Writer may not incur expenses for making demo recordings of the compositions for the Publisher without written approval from the Publisher first, and that no royalties are due to Writer for demo recordings.

21. Reversion Clause

This is an important section to Writer. This clause normally does not appear in a publishing contract.

This states that if a Publisher has not gotten one of the Writer's compositions published, or intent to publish, within a period of time, the Writer may request to have all rights to that song returned to the Writer.

COPYRIGHT ASSIGNMENT

This document establishes the formal assignment of compositions by Writer into the control of Publisher.

SCHEDULE A

This document lists the songs pertaining to the Single Song Publishing Agreement and the Copyright Assignment.