

Standard Deviation Music Single Song Publishing Agreement

For use in conjunction with inclusion of song on an Atomic Mouse compilation.

The Publisher: dv polymedia, inc. d.b.a. Standard Deviation Music (ASCAP)

The Writer(s): _____ (share)
(name, address, SSN) _____ (share)
_____ (share)
_____ (share)
_____ (share)

The Song: _____

The Publisher and Writer(s) agree to the following:

1. The Writer(s) hereby, assigns, transfers and delivers to the Publisher, its successors and assigns, the above mentioned heretofore unpublished original musical composition, written and/or composed by the above named Writer(s) including the title, words and music, and all copyrights thereof and all rights, claims and demands in any way relating thereto, and the exclusive right to secure copyrights therein throughout the entire world, and to have and to hold the said copyrights and all rights of whatsoever nature now and hereafter thereunder existing and/or existing under any agreements or licenses relating thereto, for and during the full terms of all of said copyrights.
2. The Writer(s) hereby warrants that the said composition is his sole, exclusive and original work, and that he has full right and power to make the within agreement, and that there exists no adverse claims to or in the said composition.
3. The Writer(s) hereby warrants that the foregoing musical composition does not infringe any other copyrighted work and has been created by the joint collaboration of the Writers named herein and that said composition, including the title, words and music thereof, has been, unless herein otherwise specifically noted, the result of the joint efforts of all the undersigned Writers and not by way of any independent or separable activity by any of the Writers.
4. In consideration of this agreement, the Publisher agrees to pay the Writer(s) the royalties provided in Exhibit A on the dates and for the accounting periods specified therein.
5. It is understood and agreed by and between all the parties that all sums payable jointly to the Writer(s) shall be paid to and divided amongst them respectively as noted above.
6. Standard Deviation Music will be recognized as the publisher that secured inclusion of the Song on *Sound In A Vacuum, Vol. 3* (Atomic Mouse Recordings, VD036), and has therefore met its initial obligation to the Writers.
7. The Writer(s) hereby consents to such changes, adaptations, dramatizations, transpositions, editing and arrangements of said composition, and the setting of words to the music and of music to the words, and the change of title as the Publisher deems desirable. In the event that the composition covered by this agreement is an instrumental composition, then and in such event the Writer(s) hereby irrevocably grants to the Publisher the sole and exclusive right and privilege to cause to have lyrics written for such composition by a writer or writers designated by the Publisher, which lyrics shall require only the approval of the Publisher, whereupon the Writer(s) shall be entitled to only one-half of the aforementioned royalties provided in this agreement. The Writer(s) hereby waive any and all claims which they have or may have against the Publisher and/or its associates, affiliated and subsidiary corporations by reason of the fact that the title of the said composition may be the same or similar to that of any musical composition or compositions heretofore or hereafter acquired by the Publisher and/or its associated, affiliated and subsidiary corporations. The Writer(s) consents to the use of his (their) name and likeness and the title to the said composition on and for the music, folios, recordings, performances, and player rolls of said composition and in connection with publicity and advertising concerning the Publisher, its successors, assigns and licensees, and said composition and agrees that the use of such name, likeness and title may commence prior to publication and may continue so long as the Publisher shall own and/or exercise any rights in said composition.
8. The Writer(s) understands and agrees that expenses must be incurred to effectively exploit the Song. The Publisher reserves the right to deduct one-half of expenses incurred specifically in the exploitation of the song from royalties otherwise payable to the Writer(s).
9. Formal demands and notices (other than royalty statements) shall be sent by certified mail.
10. Any legal action brought by the Publisher against any alleged infringer of the Song shall be initiated and prosecuted at the Publisher's sole expense, and of any recovery made by it as a result thereof, after deduction of the expense of the litigation, a sum equal to fifty per cent (50%) shall be paid to the Writer(s).

(a) If a claim is presented against the Publisher in respect of said composition, and because thereof the Publisher is jeopardized, it shall thereupon serve written notice upon the Writer(s), containing the full details of such claim known to the Publisher and thereafter until the claim has been adjudicated or settled shall hold any moneys coming due the Writer(s) in escrow pending the outcome of such claim or claims. The Publisher shall have the right to settle or otherwise dispose of such claims in any manner as it in its sole discretion may determine. In the event of any recovery against the Publisher, either by way of judgment or settlement, all of the costs, charges, disbursements, attorney fees and the amount of the judgment or settlement, may be deducted by the Publisher from any and all royalties or other payments theretofore or thereafter payable to the Writer(s) by the Publisher or by its associated, affiliated, or, subsidiary corporations.

(b) From and after the service of summons in a suit for infringement filed against the Publisher with respect to said composition, any and all payments thereafter coming due the Writer(s) shall be held by the Publisher in trust until the suit has been adjudicated and then be disbursed accordingly, unless the Writer(s) shall elect to file an acceptable bond in the sum of payments, in which event the amounts due shall be paid to the Writer(s).

12. The Writer(s) irrevocably appoints the Publisher or any of the Publisher's representatives, in the name(s) of the Writer(s) or the Publisher, its successors and assigns, to make sign, execute, acknowledge and deliver any and all instruments which may be desirable or necessary in order to vest in the Publisher, its successors and assigns, any of the rights herein.
13. The Publisher shall have the right to assign this agreement and its obligations, or sell, assign, transfer, license or otherwise dispose of any of its rights and obligations in whole or in part under this agreement to any person, firm or corporation, but said disposition shall not affect the right of the Writer(s) to receive the royalties hereinabove set forth from the assignee.
14. This agreement shall be construed only under the laws of the State of Illinois. If any part of this agreement shall be invalid or unenforceable, it shall not affect the validity of the balance of this agreement.
15. This agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives and assigns, and represents the entire understanding between the parties.
16. If the said composition has been recorded and released prior to its inclusion on *Sound In A Vacuum, Vol. 3*, fill in:

Date and place of first release, record company (if any), and catalog number (if any)

Exhibit A

(a) 8 cents per copy with respect, to regular piano copies separately sold and paid for in the United States and Canada.

(b) 10% of the net wholesale selling price of each copy of all other printed editions, if any [except for the use thereof in folios or other composite works licensed and not issued by Publisher], sold and paid for in the United States and Canada.

(c) 50% of all net sums actually received by Publisher from the licensing of mechanical instrument, electrical transcription, motion picture and television synchronization rights and all other rights [including the use thereof in folios or other composite works licensed by Publisher] now known or hereafter to become known in the United States and Canada.

(d) No royalties shall be due for "professional copies" or other complimentary copies for advertising or promotional purposes not sold or resold.

(e) For use in folios or other composite works together with other compositions, the said royalty rate provided hereinbefore shall be prorated in the ratio of the musical composition to all works (including the musical composition) in such publication, except that with respect to royalties for such usage provided in paragraph (c) above, such pro rata computation shall be based on the relation between the musical composition and the total number of compositions so licensed by Publisher.

(f) 50% of all net sums actually received by Publisher from sales and uses in countries outside the United States and Canada. It is understood that in such outside countries publication may be made by an assignee, representative or licensee of Publisher.

(g) Writer(s) shall not be entitled to share in any sums distributed to Publisher by any performing-right organization which makes a direct or indirect distribution to writers. If however, any small performance rights shall be administered directly by Publisher or its assignees, agents or licensees, Publisher shall pay hereunder 50% of all net sums received by Publisher therefrom.

(h) The Publisher agrees that it will render statements to the Writer(s) within forty-five (45) days after March 31st and September 30th of each year, and will accompany such statements with payments for any royalties earned by the Writer(s), in excess of advances previously paid, and due and owing at the end of each of such semiannual periods. Payments in amounts of less than ten (\$10) dollars may be deferred to subsequent accounting periods until at least such sum on a cumulative basis is due. Said statements and payments, in the absence of written objection thereto by the Writer(s) within six (6) months from receipt, shall constitute an account stated as to all royalties due for the period encompassed by such statement and/or payment.

IN WITNESS WHEREOF, day and year first above written.

_____ for dv polymedia, inc. d.b.a. Standard Deviation Music

Writer signature

Writer signature

Writer signature

Writer signature

Writer signature