



BLANKET CO-PUBLISHING AGREEMENT

This Agreement is made and entered into on this [DAY] day of [MONTH] 20[YEAR], by and between [WRITER NAME] ("Writer") and MoBens, LLC doing business as BOZ Music / Wild Pink Music / Whining Princess Music ("Publisher").

The parties hereby agree as follows:

- 1. Writer and Publisher agree to enter into the attached Co-Publishing Agreement (Blanket Agreement) as set forth in Exhibit A with respect to Writers' interest in the Compositions listed on Exhibit B.
2. This agreement shall cover all music compositions ("Composition"); including the title, music and lyrics thereto, listed on Exhibit B.
3. Upon completion of each new Composition that is specifically offered by Writer and accepted by Publisher, Writer and Publisher agree that a new Exhibit B shall be issued to amend the list of Compositions covered by the Blanket Agreement and shall contain to the best of their knowledge;
(a) Writers' splits
(b) Co-Writers
(c) Effective date that Composition was added to Exhibit B
4. Writer agrees to sign an Assignment Of Copyright for each new Composition added to Exhibit B and Publisher agrees that the Assignment Of Copyright shall be filed with the Library Of Congress only if the terms of the Blanket Agreement have been met.
5. Writer shall provide to Publisher, Writers' performing rights society affiliation and name of Writers' publishing company by filling in the information as requested below:

(a) Writer is a member of ASCAP / BMI / SESAC (Circle One Or Write Below In If Not Listed)

(b) Name Of Writer's Publishing Company (Please Write In On The Space Provided Below)

IN WITNESS WHEREOF the parties hereto have agreed to and executed this Agreement on the date first written above.

By: _____

[WRITER NAME] (Writer)

Address: _____ S. S. #: _____
D.O.B: _____

By: _____
Monica Benson, an authorized signatory of MoBens, LLC (Publisher)

BOZ Music / Wild Pink Music / Whining Princess Music
25455 Prado De Las Calabazas • Calabasas, CA 91302-3630

Blanket Co-Publishing Agreement "Exhibit A"



CO-PUBLISHING AGREEMENT

This Agreement is entered into as of the [DAY] day of [MONTH] 20[YEAR], by and between **MoBens LLC** doing business as **BOZ Music / Wild Pink Music / Whining Princess Music** ("Publisher") and [WRITER NAME] ("Writer").

The parties hereby agree as follows:

1. (a) Writer warrants and represents that the music compositions ("Composition") including the title, music and lyrics thereto, listed on **Exhibit B** were written / co-written and composed / co-composed in their entirety as listed on **Exhibit B**.

(b) Writer hereby irrevocably conveys, grants and assigns exclusively to Publisher, its successors and assigns, fifty percent (50%) of Writer's entire right, title and interest throughout the world and universe, including, without limitation, the copyright, the right to secure copyright registration, and any and all copyright renewal rights, in and to the Composition. Notwithstanding such joint ownership of rights between Writer and Publisher, Writer hereby assigns to Publisher the sole and exclusive right, in Publisher's sole discretion, to administer and exploit the Composition in any manner or media now known or unknown, in Publisher's name, on terms and conditions determined solely by Publisher, and to enter into and execute any and all licenses and agreements regarding the reproduction and other exploitation's of the Composition in Publisher's name, on terms and conditions determined solely by Publisher, as well as the sole and exclusive right to receive and collect any and all gross sums (except for Writer's share of the "songwriter's share" of small performing rights payments hereunder) derived from the use and exploitation of the Composition.

2. Writer hereby irrevocably grants to Publisher, its successors and assigns, the right at no cost to use and reproduce, and to authorize others to use and reproduce, throughout the world and universe and in perpetuity Writer's name (both legal and professional, and whether presently or hereafter used by Writer), likeness and biographical material concerning writer for purposes of trade and otherwise, without restriction, in connection with any use or exploitation of the Composition and the institutional advertising of Publisher and its licensees.

3. Publisher shall pay to Writer the following sums for the use and exploitation of the Composition:

(a) (i) Seventy-five percent (75%) per copy for each piano copy in standard piano/vocal notation of the Composition printed, published and sold in the United States or Canada by Publisher or its affiliates, for which payment has been received by Publisher in the United States, after deduction of returns.

(ii) Seventy-five percent (75%) of the wholesale price of each other printed edition of the Composition printed, published, and sold in the United States or Canada by Publisher or its affiliates, for which payment has been received by Publisher in the United States, after deductions of returns. If, however, the Composition is included in a printed edition (such as a folio, printed album, or other composite work) with one or more other musical compositions, Writer's royalty hereunder with respect thereto shall be the aforesaid royalty multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the total number of musical compositions contained in such printed edition.

(iii) Seventy-five percent (75%) of all net sums, after deduction of taxes, actually received (less collection costs) by Publisher in the United States from the exploitation in the United States or Canada by licensees of Publisher of mechanical rights, motion picture and television synchronization rights, print rights and all other rights (except the print rights referred to in subparagraphs 3(a)(i)-(ii) above and public performance rights) in the Composition;

(iv) Seventy-five percent (75%) of all net sums, after deduction of foreign taxes, actually received (less collection costs) by Publisher in the United States from the exploitation outside of the United States and Canada by licensees of Publisher of mechanical rights, motion picture and television synchronization rights, print rights and all other rights in the Composition (except public performance rights); and

Blanket Co-Publishing Agreement "Exhibit A"

(v) Seventy-five percent (75%) of all net sums actually received by Publisher in the United States as damages awarded to Publisher in any infringement action instituted by Publisher with respect to the Composition after the deduction therefrom of an amount equal to all costs or expenses incurred by Publisher in connection therewith, including, without limitation, attorneys' fees and court costs.

(vi) Writer shall collect Writer's share of the "songwriter's share" of public performance royalties directly from the performing rights organization to which Writer belongs. Publisher shall pay Writer fifty (50%) of the "publisher's share" of any such sums received by Publisher.

(vii) Publisher shall not be required to pay any royalties on professional or complimentary copies or any copies or mechanical derivatives of the Composition which are distributed gratuitously to artists, producers, orchestra leaders, disc jockeys or others, or for advertising, promotional or exploitation purposes. No royalties shall be payable to Writer on consigned copies unless paid for, and not until such time as an accounting therefore is made to Publisher and payment therefore is received by Publisher in the United States.

(viii) Writer shall not be entitled to any portion of any advance payments, guarantee payments, or minimum royalty payments which Publisher may receive in connection with any sub-publishing agreement, collection agreement or other licensing agreement that includes the Composition, unless such agreement pertains only to the Composition.

(ix) Except as expressly provided herein, no royalties or other monies or consideration shall be payable to Writer or anyone else for the exercise by Publisher of the rights granted hereunder.

(b) With respect to the royalties payable to Writer pursuant to Subparagraphs 3(a)(i) and 3(a)(ii) above, if the Composition was created by Writer with other songwriters, then the royalties otherwise due Writer in accordance with such provisions shall be multiplied by a fraction, the numerator of which shall be one (1), and the denominator of which shall be the total number of songwriters of the Composition. The royalties payable to Writer pursuant to Subparagraphs 3(a)(iii), 3(a)(iv) and 3(a)(v) shall only be those attributable to Writer's creative share of the composition. For example, Writer shall be due no portion of sums received by Publisher resulting from any assignment of income from any other songwriters of the Composition.

4. (a) Statements as to royalties payable hereunder shall be sent by Publisher to Writer on or before the date that is ninety (90) days after the end of the each quarterly accounting period ending on March 31, June 30, September 30 and December 31, based on Publisher's receipts in the United States during the accounting period for which the statement is rendered, together with payment of accrued royalties in United States dollars, if any, earned by Writer hereunder and received by Publisher in the United States during that semi-annual period, less all advances and charges under this Agreement or under any other agreement between Writer and Publisher or its affiliates.

(b) Writer shall be deemed to have consented to all royalty statements and all other accountings rendered by Publisher hereunder, and each such royalty statement or other accounting shall be conclusive, final and binding, shall constitute an account stated, and shall not be subject to any objection for any reason whatsoever, unless specific objection in writing, stating the basis thereof, is given by Writer to Publisher within three (3) years after the date the statement is rendered.

(c) Writer or an independent certified public accountant on Writer's behalf may, at Writer's sole expense, examine Publisher's said books and records concerning the actual exploitation of the composition solely for the purpose of verifying the accuracy of royalty statements rendered hereunder, only during Publisher's normal business hours and upon reasonable written notice. Publisher's books relating to any particular royalty statement may be examined as aforesaid no more than once, and only within three (3) years after the date such statement was rendered. Writer shall have no right to maintain any action, suit or proceeding of any nature against publisher in respect of any accounting statement (or in respect of the accounting period covered by such statement), unless Writer commences that action, suit or proceeding in a court of competent jurisdiction within three (3) years after such statement was rendered. The rights herein above granted to Writer shall constitute Writer's sole and exclusive rights to examine Publisher's books and records.

(d) Publisher shall have the right to deduct from any amounts payable to Writer hereunder such portion thereof as may be required to be deducted under the applicable provisions of any applicable statute, regulation, treaty or other law or under any applicable union or guild agreement.

5. Writer hereby promises, warrants, represents and covenants that:

Blanket Co-Publishing Agreement "Exhibit A"

(a) Writer has full right, power and authority to enter into and perform this Agreement and to assign, convey, grant and transfer to and vest in Publisher all rights hereunder, free and clear from any and all claims or other encumbrances by any person, firm or corporation;

(b) The Composition is new and original and capable of copyright protection throughout the world;

(c) Neither the Composition nor any part thereof is an imitation or copy of, or infringes upon, any other material, or violates or infringes upon any common law, statutory or other rights of any person, firm or corporation, including, without limitation, contractual rights, copyrights and rights of privacy;

(d) Writer has not sold, assigned, leased, licensed or in any other way disposed of or encumbered any rights in the Composition granted to Publisher;

(e) Writer shall not take, authorize or permit to be taken any action in derogation of Publisher's rights hereunder.

6. Writer hereby indemnifies, saves and holds harmless Publisher from harm and all damages, liabilities, costs, losses, expenses, attorneys' fees and other adverse consequences arising out of or connected with any claim, demand, action or proceeding by a third party which is inconsistent with any of the warranties, promises, covenants or representations made by Writer in this Agreement. Writer agrees to reimburse Publisher, on demand, for any payment made by Publisher at any time with respect to any such consequences. Pending the determination of any such claim, demand, action or proceeding, the Publisher shall have the right, at its election, to withhold payment of any monies otherwise payable to Writer hereunder in an amount reasonably related to the claim asserted and estimated attorneys' fees and costs related thereto, provided, however, that Writer shall be allowed to post a bond for such amounts acceptable in all respects by Publisher.

7. Publisher may, with Writer's consent, substitute a new title or titles for the Composition, make changes, arrangements, adaptations, translations, dramatizations, and transpositions of the Composition, in whole or in part, and in connection with any other musical, literary, dramatic, or other material, and add new lyrics to the music of the Composition or new music to the lyrics of the Composition. Sums paid to any persons creating either translated or entirely new foreign lyrics for purposes of foreign exploitation of the Composition shall be deducted from sums otherwise due Writer hereunder for such foreign exploitation.

8. If the Composition has been recorded, Publisher shall have the right to assign this Agreement and any of its rights hereunder, and to delegate any of its obligations hereunder, in whole or in part, to any person, firm or corporation. Neither this Agreement nor any rights hereunder may be transferred in whole or in part by Writer to any third party without Publisher's written consent.

9. Publisher shall have the sole right, with writers consent not to be unreasonably withheld, but not the obligation, to prosecute, defend, settle and compromise all suits and actions respecting the Composition, and generally to do and perform all things necessary concerning such claims or judicial or administrative proceedings, including, but not limited to, the prevention and restraining of the infringement of the copyright in and to the Composition. Writer shall, at Publisher's request, cooperate with Publisher with respect to any such matter. In the event of the recovery by Publisher of any sums as a result of a settlement or judgment in any such matter, such sums shall, after the deduction of all attorneys' fees and costs incurred with respect thereto, be considered gross receipts hereunder and divided accordingly.

10. Writer empowers and appoints Publisher, or any of Publisher's officers, Writer's true and lawful attorney (with full power of substitution and delegation) in Writer's name, and in Writer's place and stead, or in Publisher's name, to take such action, and to make, sign, execute, acknowledge, deliver and record any and all instruments or documents which Publisher, from time to time, deems necessary to vest in Publisher, its successors, assigns and licensees, any of the rights granted by Writer hereunder, including, without limitation, the securing of copyright in the Composition by Publisher. Promptly after the request therefore, Writer shall execute and deliver to Publisher the assignment of copyright attached hereto concurrently with Writer's execution of this Agreement.

11. Within three (3) years from the **Effective Date** that the Composition is listed on **Exhibit B**, a commercial recording of the Composition must have been procured for either:

(a) Intended release for sale to the public on records, tapes, compact discs or other recorded products including digital releases via iTunes or similar online service;

Blanket Co-Publishing Agreement "Exhibit A"

- (b) Synchronization in the soundtrack of a theatrical motion picture intended for exhibition to the public;
- (c) Synchronization in the soundtrack of a television program intended for broadcast to the public; or
- (d) Synchronization in the soundtrack of a home video program intended for sale to the public.

If none of the foregoing recordings have been procured within said time period, all rights conveyed to Publisher hereunder by Writer shall revert to Writer upon the giving of ten (10) days written notice by Writer to Publisher after the end of said foregoing time period. If one of the foregoing recordings has been procured within said time period, but the intended eventual use (e.g., release of the record, exhibition of the motion picture, broadcast of the program) has not occurred within eighteen (18) months after such time period, all rights conveyed to Publisher hereunder by Writer shall revert to Writer at the end of such eighteen (18) months period, subject to the identical written notice provision described above. If any commercial recording and use of such recording complying with the description in this paragraph shall occur after the term of this Agreement as a result of Publisher's efforts, Writer agrees that this Agreement shall then be deemed reinstated as of the date of such commercial use.

12. If the conditions imposed upon Publisher by the prior paragraph have been fulfilled, this Agreement, as well as the rights of the respective parties hereunder, shall extend for the full term of copyright in the Composition, as well as for the full term of any derivative copyrights therein throughout the world, as well as for the terms of any renewals or extensions thereof.

13. All notices, statements, payments or other written communications desired or required to either party under this Agreement shall be sent to Writer via email or at the addresses set forth below the signature spaces at the beginning of this Agreement, or to such other addresses as the parties may designate to each other in the future. All notices shall be in writing or email and written notices shall be served by either certified or registered mail (return receipt requested), in each case with all charges prepaid. Notices shall be deemed effective when mailed or emailed as specified, except for notices of change of address.

14. (a) This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement or any of its terms or provisions shall be binding upon either party unless confirmed by a written instrument signed by Writer and Publisher.

(b) If any provision of this Agreement shall be held void, voidable, invalid, inoperative or otherwise unenforceable, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid, inoperative or unenforceable provision had not been contained herein, provided, however, that such provision was not clearly a material element of the consideration for this Agreement.

(c) This Agreement shall not, be deemed to give any right or remedy to any third party whatsoever unless said right or remedy is specifically granted by Publisher in writing to such third party. Publisher shall not be deemed to be in breach of any of Publisher's obligations under this Agreement unless and until Writer shall have given written notice to Publisher describing in detail the breach, and Publisher shall have failed to cure that breach within thirty (30) days after Publisher's receipt of such notice from Writer.

(d) Except as otherwise provided in this Agreement, all rights and remedies herein or otherwise shall be cumulative and none of them shall be in limitation of any other right or remedy;

(e) The validity, construction, interpretation and legal effect of this Agreement shall be governed by the laws of the State of California. The venue for any action, suit or proceeding arising from or based upon this Agreement shall be the appropriate state and federal courts located in the County of Los Angeles in the State of California, and Writer and Publisher each agree to submit to and be bound by the jurisdiction of such courts.