

NEWMUSICSHelf, INC.

Anthology Agreement

Agreement effective as of the ___ date of _____, 2018 by and between NewMusicShelf, Inc., 34-29 32nd St., Astoria, NY 11106, (“Publisher”) and COMPOSER, ADDRESS, (“Composer”).

The parties agree as follows:

1. Composer’s Grant

- a. Composer grants Publisher the non-exclusive right during the Term to print in any and all formats including hard copy (e.g., paper) or electronic (e.g., PDF) now known or hereafter discovered during the Term and throughout the Territory Composer’s musical composition for flute and piano entitled “_____”, (“the Work”), in a folio collection of music tentatively titled _____, to be published in print and electronic editions by the Publisher (the “Anthology”).
- b. Composer grants Publisher the right to use Composer's name, likeness, and approved biographical data in connection with the promotion and distribution of the Anthology.

2. Rights Licensed

- a. Without limiting the rights granted in paragraph 1, Composer assigns to Publisher the first use of the Work in a printed folio (anthology) of music, both in the English language, and in translation during the Term and throughout the Territory and it is also understood and agreed that the Publisher may use the Work only in the Anthology and reprintings of it during the Term and throughout the Territory.
- b. For this use of a previously published Work, the Author assigns to the Publisher non-exclusive World Anthology Rights.

3. Term and Territory

Subject to paragraph 10, the Term of this Agreement shall be the later of 7 years from the date of this Agreement or 6 years from the first publication in any format of the Anthology. The Term shall thereafter be automatically extended for periods of 3 years unless either party sends a written termination notice within 60 days prior to the expiration of the Term as may be extended. Publisher shall have the right to sell off any remaining hard copies of the Anthology printed during the Term for period of 6 months following the expiration of the Term. The Territory for

this Agreement is the Universe. Composer shall not have any right to terminate this Agreement except as specified in paragraph 10.

4. Payments and Royalties

- a. In consideration of the rights granted to the Publisher, Composer shall receive a payment in the sum of \$20 (twenty dollars), which will be paid within ninety (90) days of signing this agreement. This payment constitutes an advance payment of Composer's royalties as set forth below.
- b. Once total royalties earned by the anthology equal the total amount paid out to authors, the Author will receive a fifty percent (50%) pro rata share of the Anthology's net profits, if any. Net profits shall be calculated as income actually received by Publisher from the sale or licensing of the Anthology minus production and printing costs and the editor's royalty. All other expenses, deductions, and discounts shall be taken from the Publisher's share.
- c. Statements and any payments due to Composer shall be issued semi-annually to the Composer for the time period of January 1st to June 30th and July 1st to December 31st of each year this Agreement is in force, within sixty (60) days of the end of each time period indicated above.
- d. The Author agrees to inform the Publisher of his/her current address.

5. Access to Records

- a. Composer shall have the right to examine Publisher's books and records pertaining to the Anthology and Composer's account at Publisher's place of business during normal business hours no more than once per year and once per any accounting period.

6. Author's Warranties and Indemnities

- a. Composer represents and warrants that the Work is wholly original to Composer and where any materials contained in the Work is not original to Composer (including but not limited to text and musical quotations), Composer shall have obtained written permission from the copyright owner(s) of such materials; that the Work will not infringe upon the personal or proprietary rights of or give rise to any claim by any third party, including, without limitation, claims in defamation, privacy, copyright, or trademark; and that the Composer has the authority to grant Publisher the rights in the Agreement. Publisher will have no obligation to publish any part of the Work, which in its opinion would infringe upon such rights of any third party. Composer agrees to indemnify and hold Publisher harmless from any liability, including but not limited to costs and attorney's fees, for any breach of Composer's representations and warranties set forth in this paragraph.

7. No Competing Anthology Publication

Composer agrees not to publish or permit others to publish this Work in any similar or competing anthology prior to its publication in the Anthology, nor until six months after the Anthology is first printed and made available for public sale.

8. Composer's Copies

The Publisher agrees to provide Composer with one complimentary copy of the original edition of the Anthology upon publication, and to the best of its ability, to provide copies of other editions that may be published in North America, and to inform Author of any other such editions which are planned or may appear.

9. Changes to the Work

- a. Composer grants Publisher the right to prepare and re-engage the Work to fit the Publisher's house style, allowing for changes in layout and formatting, and correction of errors.
- b. Publisher agrees to make reasonable efforts to notify Composer in advance of any corrections or editorial changes in the Work, and to secure the Composer's written approval for any such changes whenever feasible. Composer agrees that such approval will not be unreasonably withheld.
- c. Publisher will furnish the Composer with galley proof or page proof of the Work in PDF format. Composer agrees to return such proof with corrections in not more than thirty (30) days from receipt thereof.

10. Reversion of Rights

- a. In the event that the Anthology has not been published within 24 months of date of this Agreement, all rights granted to Publisher shall revert to the Composer, and the Composer shall have the right to sell or arrange for publication of the above-named Work in any manner.
- b. Composer shall not be obligated to return or repay any advances made by Publisher to Composer if for any reason, including but not limited to publication delays, rights granted under this Agreement have reverted to the Composer.
- c. If at any point during the Term the Anthology is not in print (i.e., available for sale in either paper or electronic format) for more than 90 days, Composer shall have the right to send a written notice to Publisher and if Publisher does not return the Anthology to in-print status within 45 days of receipt of Composer's notice, then all rights granted hereunder shall revert to Composer.

11. Copyright

- a. Publisher agrees to include a proper copyright notice for the Work in the name of the Composer in the front matter of the anthology, and to take all reasonable steps to protect the Composer's copyright in the Work throughout the Territory. Composer agrees to provide proper copyright information about the Work, and to provide information about the source of the first publication for proper credits.
- b. Composer is the sole copyright owner of the Work, and retains all rights to the Work except for those expressly granted to the Publisher in this Agreement.
- c. To the extent a separate copyright attaches to the Anthology as a collective work, Publisher shall be the sole worldwide copyright owner of any such copyright on the anthology as a collective work.

12. Assignment

This agreement is assignable by either party and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

13. Miscellaneous

- a. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. Any dispute arising under this Agreement shall be determined in a court of competent jurisdiction in the City and State of New York.
- b. This Agreement constitutes the entire agreement between the parties and may only be modified in writing signed by the parties.

Read, accepted and agreed to:

Composer or Composer's Agent

Date

NewMusicShelf, Inc.

Date

Please sign and return all copies. One copy signed by all parties will be returned for your files.