

PROJECT COMPOSITION PUBLISHING AGREEMENT

THIS AGREEMENT, made and entered into as of this ___ day of _____ 20___, by and between Little Ears Music Studio (LEMS)/ Christy Landers Tallamy (hereinafter "Publisher"), (guardian name) _____ (hereinafter "Guardian") and (student(s) name(s)) _____ (hereinafter "Writer"), with respect to the following original work(s):

All drafts and final submission of the Composition Assignment(s) related to the annual execution of Project Composition (hereinafter "Project") and published by LEMS as part of the Conversations at the Piano Bench Series. This agreement is in effect for each Project that is executed for the duration of the students enrollment with LEMS. Writer acknowledges that the Composition has been created in joint effort with the Publisher as part of Writer's music education and for the purpose of publication as a compilation of works by students of LEMS. In consideration of the aforementioned, composition has been composed in equal percentage by the Writer and Publisher, the anticipated creation of which will be completed by the Writer and Publisher at the conclusion of each piano season (piano season is defined as September to May).

The Writer acknowledges that he/she is currently studying piano with the Publisher at LEMS. The Writer attends weekly lessons from September to May for which the Guardian remits monthly tuition (hereinafter "Apprenticeship").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Publisher, Guardian and Writer agree as follows:

1. Musical Works. For the duration of the Apprenticeship, the Writer hereby assigns Publisher, its successors and assigns, his/her entire undivided right and interest in and to the Composition above-referenced, including 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. Writer affirms that, for purposes of translations, adaptations and arrangements, Publisher may change the title of the Composition.
2. 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 Writer hereby warrants, covenants and represents that the Composition is Writer's original unpublished work and that no part thereof infringes upon the title, the literary or musical property or the copyright in any work or the statutory, common law or other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 in joint effort with the Publisher is author 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

3. Assignment of Copyright. Writer does hereby appoint Publisher and its successor and its assigns as Writer's attorney-in-fact to take such action and to make, sign, execute, acknowledge and deliver 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 shall be irrevocable and coupled with an interest.

4. Public Performance Rights. Publisher, Guardian and Writer mutually acknowledge that the Publisher and Writer shall receive their respective shares of public performance royalties and compensation throughout the world directly from their own affiliated performing venues, and that one shall have no claim whatsoever against the other for any royalties received by either from any performing rights society or performance venue which makes distribution directly to Publisher and/or Writer. Publisher agrees that it will execute all documents and accomplish all acts necessary to secure proper registration and clearance of the musical work with the appropriate performing rights society.

5. Grant of Rights. Writer and Guardian agrees that with respect to the Composition, that all rights in the Composition as enumerated and defined in Title 17 of the United States Code, the Copyright Law of the United States, are hereby granted to Publisher subject to the terms and conditions of this Agreement, as same pertains to the termination of transfers provisions of Section 203 of said Copyright Law.

6. Consideration. In consideration of this Agreement, the Publisher agrees to provide a letter of acknowledgement of the Writers participation upon completion of the Project, and to pay royalties to the Writer for the duration of their apprenticeship with the Publisher. The Writer agrees that payment of royalties will cease upon termination of his/her apprenticeship with the Publisher.

(a) It is agreed that Publisher shall not pay the Writer's royalties until all costs associated with the Project have been resolved. Once all expenses of the Project have been resolved, the Publisher will divide 50% of the net income among all contributors to the Project.

(b) Royalties will be distributed once per annum to the Writer and all participants in the project. Royalties will be calculated and distributed at the end of the Piano Season.

(c) Notwithstanding the foregoing, however, the extent of the exploitation of the Composition, including the publication of sheet music, the posting of Composition on any social media or digital distribution or other printed or digital editions or the decision to refrain therefrom, shall be entirely within the discretion of Publisher.

(d) Publisher may, with approval of the Writer, retitle, arrange and otherwise edit, revise and adapt Composition and shall pay royalties on any future retitling, arranging or editing of Composition as previously defined.

(e) The Guardian acknowledges that the payment of royalties is between the Writer and the Publisher. The Guardian will have no claim to copyright or royalties, except as trustee to the Writer, of the Composition or the Project.

(f) The Writer agrees that royalties will be distributed equally among all contributors of the Project regardless of quality, length and/or skill level of the Composition.

7. Reversal of Copyright. Upon termination of the apprenticeship between Writer and Publisher, the Writer may request that the sole copyright of the composition revert to the Writer. Should the Writer choose to reclaim the copyright, the Publisher will continue to have the right to include the Composition in the Project as defined above. All other rights of publication will revert to the Writer.

8. Copyright Law. (a) Unless otherwise provided herein, all terms used herein shall, to the extent applicable, have the meaning set forth in Title 17, United States Code, §101, et seq. (Public Law 94-553), as amended. For purposes of registering the copyright to the Composition, the term "Writer" as used herein shall include all the persons who are an author of the Composition, as listed above, as well as the Writer who executed this Agreement including legal heirs and representatives, and the covenants herein contained shall be deemed to be both joint and several by each of such persons.

9. Infringement Actions.

(a) 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.

(b) If a claim is presented against Publisher alleging that the Composition is an infringement upon some other composition, the Writer will not be held accountable for any claims against the Publisher. The Publisher assumes full responsibility for any infringement actions.

10. Name and Likeness. Publisher shall have the right to use Writer's name, likeness and biographical material concerning him, in connection with Publisher's business in general and with the use, promotion and exploitation of the Composition in particular.

11. Publisher's Right of Assignment. The Writer hereby grants to Publisher the right to assign this Agreement or any of its rights hereunder, or the Composition, or copyright, to any other person or corporation subject to the payment of royalties herein specified.

12. Default. Should Writer or Guardian choose to withdraw from the Project prior to completion, a written notice must be provided to the Publisher prior to March 1st of the piano season. Should Guardian or Writer provide written notice prior to above date, all copyrights remain with the Writer. If written notice is not provided by the above date, the Publisher retains all rights to the Composition and all other points of this Agreement remain valid.

13. Notices. All notices, hereunder shall be in writing and shall be given by personal delivery, registered or certified mail (return receipt requested) or overnight courier prepaid, at the address shown below, or such other address or addresses as may be

designated by either party. Notice shall be deemed given when mailed, except that notice of change of address shall be deemed effective only from the date of its receipt.

14. Independent Counsel. The Guardian hereby certifies that Writer and Guardian have read this Agreement in its entirety and understand all the provisions in this Agreement.

15. Choice of Law and Venue. This Agreement shall be deemed to be executed in the State of Virginia, County of Loudoun and shall be construed in accordance with VA law.

16. Miscellaneous. 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. 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. 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.

17. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

By:

Publisher:

(sig) _____ (print sig) _____

(Address): 1712 Tomworth Court NE, Leesburg, Virginia 20176

Writer (1):

(sig) _____ (print sig) _____

(Address): _____

Writer (2):

(sig) _____ (print sig) _____

(Address): _____

Guardian:

(sig) _____ (print sig) _____

(Address): _____