



MEMORANDUM OF AGREEMENT made today - _____

between - _____ - Composer/Arranger (C/A) and Cypress Choral Music (CCM).

Whereas the C/A desires to assign to CCM all his/her right, title and interest in the publication and distribution of the unpublished composition/arrangement entitled - _____ - (hereinafter called the "Work") we agree as follows:

1. The C/A assigns, transfers, and delivers said Work to CCM together with exclusive right to publish and distribute the Work throughout the entire world.
2. The C/A warrants that the Work is her/his sole and original creation; that she/he has full right to make this agreement, that she/he has not heretofore sold or assigned said Work or any part thereof and that there exists no adverse claim upon said Work or any part thereof.
3. The C/A further covenants and agrees to protect and defend the rights and interest of CCM in said Work hereby assigned to the fullest extent, and to hold CCM harmless in any action brought against him/her by reason of the inclusion in said Work, of material owned or copyrighted by others or on account of the C/A's violation of any of her/his warrants contained therein.
4. CCM agrees to pay the C/A ten percent (10%) of the retail sales of all copies of the Work sold during the lifetime of the copyright or any renewal of the same. This royalty is to be paid on a yearly basis no later than ninety-six (96) days after the close of the calendar year. If the Work is composed by one party and arranged by another, each shall be paid five percent (5%) of the retail sales of all copies of the Work sold during the lifetime of the copyright and any renewal of the same. At no time will a payment be made if the royalties do not exceed \$10. (any lesser amount will be kept in savings, temporarily, on behalf of the C/A)
5. In respect to mechanical royalties and collected performance royalties (SOCAN), i.e. CDs, television program libraries, motions pictures and synchronization manufactured by anyone other than CCM, an amount equal to 50% (fifty percent) of all receipts shall be paid to the C/A.
6. CCM is authorized to distribute gratis to the music trade, press, artists, or professional musicians as many copies of the Work as they may think desirable for the purpose of advertising the same. (no royalty shall be paid for promo)
7. Should CCM go out of business for whatever reason, including but not limited to bankruptcy, CCM shall notify the C/A or his/her designated heirs, successors and assigns within 60 days and give the C/A or his/her heirs, successors and assigns first rights for the return of all rights to the C/A and his/her heirs, successors and assigns for a one time payment of \$1.00.
8. If the Work covered by this agreement is not published within a 2 two year period from the date of this agreement, the contract may be voided by either the Author (C/A) or the Publisher (CCM).

The C/A and CCM, by their witnessed signatures below, indicate their agreement to the above terms.

Composer/Arranger _____

Cypress Choral Music _____

Witness _____

Witness _____