

Contract Number \_\_\_\_\_

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10 (Jointly and/or severally hereinafter collectively referred to in this document as "Writer(s)";

11  
12 Witnessed:

13 1. The Writer(s) hereby assigns, transfers and delivers to **Denny Magic Music Publishing**  
14 (hereafter referred to as **DMMP**) certain heretofore unpublished original music composition(s),  
15 numbering up to ten (ten) individual compositions listed on page 13 of this contract, written and/or  
16 composed, or arranged by the above named Writer(s).

17  
18 [Hereafter referred to as "composition, or... composition(s)"] including the title, words and music  
19 thereof, and the right to secure copyright therein throughout the entire world, and to have and to  
20 hold the said copyright and all rights of whatsoever nature there under existing, for 50 years from  
21 the date of this contract, or 40 years from the date of the first release of a commercially used sound  
22 recording of the composition, whichever term ends earlier, unless this contract is "mutually"  
23 terminated by all parties involved, in accordance with provisions hereof.

24  
25 **Rides** (or **Dark-Rides**), **Attractions** (or **Stage-Shows**), and/or **Concessions** (food venues or  
26 service venues) are defined as being a part of any theme park's entertainment offering. These  
27 products may also be offered to clients who operate Hotels, Resorts, Casinos, Family Fun Centers,  
28 and Waterparks.

29  
30 2. In all respects this contract shall be subject to any existing agreements between the parties  
31 hereto and the following small performing rights licensing organization(s) with which Writer(s) and  
32 **DMMP** are affiliated: (BMI - ASCAP - SESAC). Nothing contained herein shall, or shall be deemed to,  
33 alter, vary or modify the rights of Writer(s) and **DMMP** to share in, receive or retain the proceeds  
34 distributed to them by such small performing rights licensing organization(s) pursuant to their  
35 respective agreement with it.

36  
37 3. The Writer(s) hereby warrants that the composition is his or her sole, exclusive and original work,  
38 which he or she has full right and power to make this contract, and that there exists no adverse  
39 claim to, or in the composition, except as aforesaid in Paragraph 2 hereof and except such rights as  
40 are specifically set forth in Paragraph 22 hereof.

41  
42 4. In consideration of this contract, **DMMP** agrees to pay the Writer(s) as follows;

43  
44 (4-a) In respect of regular piano copies, sold and paid for in the United States and Canada,  
45 the following royalties per copy.

46  
47 10% of the wholesale selling price, of the first 500,000 copies, or less; plus  
48 15% of the wholesale selling price of copies in excess of 500,000.

49  
50 (4-b) 50% of all net sums received by **DMMP** in respect of regular piano copies,  
51 orchestrations, band arrangements, octavos, quartets, arrangements for combinations of

Contract Number \_\_\_\_\_

52 voices, and/or instruments, and/or other copies of the composition that are sold in any  
53 country other than the United States and Canada.  
54

55 (4-c) In respect of each copy sold and paid for in the United States and Canada, or for export  
56 from the United States, or orchestrations, band arrangements, octavos, quartets,  
57 arrangements for combinations of voices and/or instruments, and/or other copies of the  
58 composition (other than regular piano copies) the following royalties on the wholesale selling  
59 price (after trade discounts, if any):  
60

61 10% on the first 500,000 copies or less; plus  
62 15% on all copies in excess of 500,000.  
63

64 (4-d) Other music compilations, in printed, or electronic form.  
65

66 d-I. If the composition, or any part thereof, is included in any song book, folio or  
67 similar publication issued by **DMMP**, containing at least four, but not more than  
68 twenty-five musical compositions, the royalty to be paid by **DMMP** to the Writer(s)  
69 shall be an amount determined by dividing 10% of the wholesale selling price (after  
70 trade discounts, if any) of the copies sold, among the total number of **DMMP's**  
71 copyrighted musical compositions included in such publication.  
72

73 d-II. If, pursuant to a license granted by **DMMP** to a licensee not controlled by or  
74 affiliated with **DMMP**, the composition, or any part thereof, is included in any song  
75 book, folio or similar publication, containing at least four musical compositions, the  
76 royalty to be paid by **DMMP** to the Writer(s) shall be that proportion of 50% of the  
77 gross amount received by **DMMP** from the licensee, as the number of uses of the  
78 composition under the license and during the license period, bears to the total number  
79 of uses **DMMP** copyrighted musical compositions under the license and during the  
80 license period.  
81

82 d-III. In computing the number of **DMMP's** copyrighted compositions under the sub-  
83 divisions (dI) and (dII) hereof, there shall be excluded musical compositions in the  
84 public domain and arrangements thereof and those with respect to which **DMMP** does  
85 not currently publish and offer for sale regular piano copies.  
86

87 d-IV. Royalties on publications containing less than four musical compositions shall be  
88 payable at regular piano copy rates.  
89  
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Contract Number \_\_\_\_\_

90  
91 (4-e) With the advent of the World Wide Web (Internet) original music that is posted in its  
92 entirety, which can be downloaded by end users as "Music Files", or narrative, now qualifies  
93 for royalty payments. When original compositions are posted on a commercially available  
94 web site in their entirety, they will immediately become compositions that qualify as original  
95 work that has been "**published**". The publishing percentage for this new form of income is  
96 set and adjusted by The Library of Congress in Washington, D.C.. In 2006 the initial payment  
97 per download was established at slightly more than one and one half cents per download.  
98  
99

100 e-I. **DMMP** agrees to pay the Writer(s) 75% of the prevailing rate [adjusted by the  
101 Library of Congress] when and if, the associated product is sold. This would pertain to  
102 Theme Park **Rides, Attractions, or Concessions** designed by Denny Magic Studios  
103 that have original music compositions associated with these products, which are then  
104 viewed as enhancements, which are used to help sell the aforementioned products..  
105

106 e-II In order to accurately calculate this new **Web** revenue, **DMMP** subscribes to a  
107 statistical analysis service run by a third-party service provider. The third-party  
108 service provider is not affiliated with Denny Magic Studios, and provides this service  
109 for a fee, which Denny Magic Studios pays entirely.  
110

111 e-III. The Service Company specifically monitors any music files that are downloaded,  
112 and keeps track of the total number of times each file is downloaded on a monthly  
113 basis.  
114

115 e-IV. As the official Music Publisher **DMMP** will set up (and maintain) an account for  
116 each Writer(s) so that each Writer can receive an annual total derived from these  
117 reports via email. The Writer(s) is required to maintain a working email address for  
118 this purpose. If the Writer(s) does not supply a working email address to **DMMP...**  
119 **DMMP** is under no obligation to deliver a copy of the annual report to the Writer(s)  
120 via email. However, **DMMP** is *required to instead include a hard-copy of the final*  
121 *calculations to the Writer(s) along with any royalties that are due and payable at the*  
122 *end of each annual period when payments are owed.*  
123

124 e-V. The third party service provider (as an extra service to **DMMP**) also tracks each  
125 and every visitor by recording his or her IP address. This is done to help prevent  
126 repeated [and fraudulent] downloads made by the same individuals, over and over  
127 again. **Any downloads which are found to have been made in this manner, will**  
128 **not qualify for royalty payments, and may create a legal dilemma requiring a**  
129 **decision by a court of law.** The Writer(s) understands that filing such a court case  
130 will involve substantial legal fees and court costs that **DMMP** is **NOT** responsible for,  
131 as their legal obligation is limited to paying properly calculated royalties when  
132 conclusive documentation is presented.  
133

134 e-VI. As each sale of a **Ride, an Attraction, or even a Concession** occurs... the  
135 process of tracking downloads will cease, and the royalties will be paid up to the sale  
136 date. Because products from Denny Magic Studios can be sold over and over again to  
137 new clients, once a sale happens... NEW download records will be initiated, and a new  
138 royalty payment will be made as each subsequent sale occurs, with the process  
139 repeating itself.  
140

Contract Number \_\_\_\_\_

140 (4-f) Theme Park Royalties are paid to the holder of the copyrights (the music publisher)  
141 directly from this Writer's Pool, which is comprised of worldwide membership dues paid to all  
142 the major music regulatory agencies. Each Client that uses music in his or her theme park  
143 pays a monthly set of dues for that privilege. This money goes into a Writer's Pool, which is  
144 paid out to the Writer's Music Publisher, once verification has been met that validates each  
145 composition's usage in any commercial venue.  
146  
147

148  
149 f-I. As The Writer(s) music publisher, **DMMP** will provide each music regulatory  
150 agency with a signed affidavit that provides proof to the music regulatory agencies  
151 that the Writer(s) original compositions are being used to conduct business within a  
152 theme park, hotel, family fun center, casino, or resort. These affidavits will allow each  
153 music agency to validate each song's usage and "add your music publisher's name" to  
154 the debit list, so music royalties can start to be deducted from this fund.  
155

156 f-II. **DMMP** will collect 100% of the allocation that is derived from music usage within  
157 each entertainment venue (see f-I.) , and **DMMP** will redistribute 75% to the  
158 Writer(s)... keeping 25% to help defray administration costs.  
159

160 f-III. When an entertainment venue owner contracts for advertising to promote their  
161 facilities with either a Television Station, or a Radio Station... and, the Writer's original  
162 compositions are used as part of the client's advertising program... The Radio Station,  
163 and/or the Television Station, will pay the music regulatory agencies their fair share of  
164 monthly dues. This money will go directly into the Writer's Pool, and it will become  
165 part of the overall royalties paid to the music publisher.  
166

167 (4-g) As to "Professional Material" not sold or resold, no royalty shall be payable. Free copies  
168 of the lyrics of the compositions will be made available on the Denny Magic Studios web site,  
169 and no royalties will be paid for any lyrics that are downloaded. FREE downloadable copies of  
170 lyrics shall be made available for downloading (when applicable/available) on the company's  
171 web site. The following conditions may apply to downloadable lyrics:  
172

173 g-I. When printed without music in limited numbers for charitable, religious, or  
174 government purposes.  
175

176 g-II. Or made available for public purposes, if no profit is derived, directly or  
177 indirectly.  
178

179 g-III. Or when authorized for printing in a book, magazine or periodical, where such  
180 use is incidental to a novel or story (as distinguished from use in a book of lyrics or a  
181 lyric magazine, or folio) provided that any such use shall bear the Writer's name and  
182 the proper copyright notice.  
183

184 g-IV. Or when distributed solely for the purpose of exploiting the composition,  
185 provided, that such exploitation is restricted to the distribution of limited numbers of  
186 such copies for the purpose of influencing the sale of the composition (or Denny Magic  
187 Studio's products) that this distribution is independent of the sale of any other musical  
188 compositions, services, goods, wares or merchandise, and that no profit is made,  
189 directly or indirectly from lyrics, in connection therewith.  
190

Contract Number \_\_\_\_\_

190 (4-h) 50% of all net receipts of **DMMP** in respect of any licenses (including statutory  
191 royalties) authorizing the manufacture of parts of instruments serving to mechanically  
192 reproduce the composition, or to use the composition in synchronization with sound motion  
193 pictures, or to reproduce it upon electrical transcription for broadcasting purposes; and of any  
194 and all gross receipts of **DMMP** from any source or right now known or which may hereafter  
195 come into existence, except as provided in paragraph 2. "Net Receipts" is defined as The  
196 Music Publisher's gross receipts minus the documented promotional cost(s) for said  
197 composition(s). 'Promotional Costs' (referred to as "offsets" in the Music Publishing Business)  
198 for said composition(s) is defined as postage, telephone costs, internet fees, software  
199 licensing fees, collateral materials, licensing agent(s) salaries, under the exclusive control of  
200 **DMMP** and any mechanical reproductions created for the sole purpose of influencing the sale  
201 of the composition.  
202

203  
204 (4-i) **DMMP** agrees that the use of the composition will not be included in any bulk or block  
205 license heretofore or hereafter granted, and that it will not grant any bulk or block license to  
206 include the same, without the written consent of the Writer(s) in each instance, except;

207  
208 i-I. That **DMMP** may grant such license with respect to the electrical transcription for  
209 broadcasting purposes, but in such event, **DMMP** shall pay to the Writer(s) that  
210 proportion of 50% of the gross amount received by it under each such license as the  
211 number of uses of the composition under each such license during each such license  
212 period bears to the total number of uses of copyrighted musical compositions under  
213 each such license during each such license period; in computing the number of **DMMP**  
214 copyrighted musical compositions for this purpose, there shall be excluded musical  
215 compositions in the public domain and arrangements thereof and those with respect to  
216 which **DMMP** does not currently publish and offer for sale regular piano copies;  
217

218 i-II. **DMMP** may appoint agents or representatives in countries outside of the United  
219 States and Canada to use and to grant licenses for the use of the composition on the  
220 customary royalty fee basis under which **DMMP** shall receive not less than 10% of the  
221 marked retail selling price in respect of regular piano copies, and 50% of all other  
222 revenue; if, in connection with any such bulk or block license, **DMMP** shall have  
223 received any advance, the Writer(s) shall not be entitled to share therein, but in part  
224 of said advance shall be deducted in computing the composition's earnings under said  
225 bulk or block license. A bulk or block license shall be deemed to mean any license or  
226 agreement, domestic or international, whereby rights are granted in respect of two or  
227 more musical compositions.  
228

229 (4-j) The Writer(s) understands that **DMMP's** purpose is to grant any right or license;

230  
231 j-I. To use the title of the composition, or...

232  
233 j-II. For the exclusive use of the composition in any form or for any purpose, or for  
234 any period of time, or for any territory, other than its customary arrangements with  
235 foreign publishers, or...

236  
237 j-III. To give a dramatic representation of the composition or to dramatize the plot or  
238 story thereof, or...

239  
240 j-IV. For a vocal rendition of the composition in synchronization with sound motion  
241 pictures (Video, DVD, or computer video files), or...

Contract Number \_\_\_\_\_

242  
243 j-V. For any synchronization use thereof, or...

244  
245 j-VI. For the use of the composition or a quotation or excerpt there from in any article,  
246 book, periodical, advertisement, or other similar publication. **DMMP** shall not be  
247 required to give to the Writer(s) written notice in advance of negotiating any rights or  
248 licenses on the Writer's behalf.

249  
250 (4-k) Any portion of the receipts which may become due to the Writer(s) from license fees (in  
251 excess of offsets), whether received directly from the licensee or from any licensing agent  
252 who is working for/with **DMMP** shall be paid within thirty-days on the receipt thereof by  
253 **DMMP**. If not paid immediately upon the aforementioned thirty-day pay period, the portion  
254 of receipts due to the Writer(s) belong to the Writer(s) and shall be held in a trust for the  
255 Writer(s) until payment can be successfully made; the ownership of said trust fund by the  
256 Writer(s) shall not be questioned whether the monies are physically segregated or not. If an  
257 individual trust account is established where monies are separated from **DMMP** funds on  
258 behalf of the Writer(s), interest generated by said account will be absorbed by **DMMP** to  
259 offset the costs related to establish the trust, to maintain the trust and to administer the trust  
260 or any bookkeeping expenses related directly to the trust. If costs exceed the interest, a sum  
261 equal to the above costs will be deducted from the principal amount and retained by **DMMP**.

262  
263 (4-l) **DMMP** agrees that it will not issue any license as a result of which it will receive any  
264 financial benefit in which the Writer(s) does not participate.

265  
266 (4-m) Writer(s) understands that **DMMP** is in the business of negotiating usage licenses for  
267 original compositions. **DMMP**'s goal is place work whenever possible, regardless of religious,  
268 or political persuasiveness. Writer(s) may submit a written request to **DMMP** when Writer(s)  
269 has an opposing religious, economic, or political viewpoint regarding who, or whom, or what  
270 types of organization might be issued a license... However, the final decision will be made by  
271 **DMMP** after all evidence has been collected and reviewed.

272  
273 (4-n) On all regular piano copies, orchestrations, band or other arrangements, octavos,  
274 quartets, commercial sound recordings and other reproductions of the composition(s) or parts  
275 thereof, in whatever form and however produced, **DMMP** shall include, or cause to be  
276 included, in addition to the copyright notice, the name of the Writer(s), and **DMMP** shall  
277 include a similar requirement in every license or authorization issued by it with respect to the  
278 composition(s). In cases where licensees require personal information about the Writer(s) for  
279 purposes other than licensing or buying compositions (e.g. hiring the Writer(s) for the use of  
280 his or her performance talent), **DMMP** will provide said information only if the Writer(s) has  
281 filed a signed affidavit with **DMMP** allowing **DMMP** to forward said personal information. If no  
282 such affidavit exists, **DMMP** will only provide the licensee with the name of the Writer(s).

283  
284  
285 5. Whenever the term "Writer(s)" is used herein, it shall be deemed to mean all the persons herein  
286 defined as "Writer(s)" and any and all royalties herein provided to be paid to the Writer(s) shall be  
287 paid equally to such persons if there is more than one, unless otherwise provided in Paragraph 22.

288  
289 (5-a) It is not incumbent on the part of **DMMP** to formulate any determination as to the  
290 worth, or value that each collaborator of a multi-writer team, provides to the collaboration.  
291 When each individual's name is added to this contract, and then that person adds their legal  
292 signature they will be paid equal amounts of each earned royalty for the duration, or lifetime,  
293 of this contract.

Contract Number \_\_\_\_\_

294  
295 (5-b) All music-publishing contracts are treated as independent legal agreements, whereby  
296 terms and conditions may vary from contract to contract. Read each contract thoroughly to  
297 ensure that all aspects of the document are clearly understood, by all.  
298

299 6. **DMMP** shall, within ten (10) years from the date of this contract (the 'initial period'), cause a  
300 commercial sound recording, of each composition to be made and released in the customary form  
301 through the customary commercial channels, or... To be "Publish" in its entirety via the world-wide-  
302 web (Internet) by providing to the general public each composition in its entirety, as a down-  
303 loadable computer file.  
304

305 (6-a) If at the end of such 'initial time period' a sound recording has not been made and  
306 released (or Published) as above provided, then subject to the provisions of the next  
307 succeeding subdivision, this contract shall terminate.  
308

309 (6-b) Should the Writer(s) request termination of this contract before the 'initial time period',  
310 and **DMMP** does not legally oppose the request; the Writer(s) [at the very least] shall be  
311 obligated to return or pay **DMMP** any indebtedness (offsets) incurred by **DMMP** for the  
312 purpose of marketing the composition(s).  
313

314 (6-c) If the composition has **not** been offered via the Internet (as a fully operational  
315 computer file) or has **not** been turned into a commercial sound recording by the end of the  
316 initial time period... the Writer(s) may submit a written request to terminate this contract.  
317 However, **DMMP** retains the right to utilize legal council to assist them in calculating, and  
318 therefore recovering any and all costs related to advertising, and/or the inability ultimately  
319 sell the Denny Magic Studios **Ride**, or the **Attraction**, or the **Concession** that the  
320 composition was formerly contracted for.  
321

322 (6-d) When the Writer's composition has been officially attached to any Denny Magic Studios  
323 **Ride, Attraction, or Concession**... and the complete music file has been posted  
324 commercially on the company's web site, and made available to anyone and everyone for  
325 downloading, it will be considered "**Published**" material. Once the composition has been  
326 'published' this contract becomes a legal and permanent contract.  
327

328 (6-e) The Writer(s) understands that original compositions, which are permanently attached  
329 to **Rides, Attractions or Concessions**, which are created and designed by Denny Magic  
330 Studios, will **NOT** be shopped to any other third parties by **DMMP**. However, the composition  
331 retains commercial value when included on a commercially available sound recording such as  
332 "music from the ride/show" CDs, or "The Making of..." DVDs, or a motion picture which would  
333 be directly associated with Denny Magic Studio's **rides, attractions, or concessions**. This  
334 may include a storybook, or original script.  
335

336 (6-f) **DMMP** will certainly exploit any possible offers that the company receives for other uses  
337 for any or all compositions that are held under contract. The Writer(s) should be confident  
338 that all offers would be considered. However, the Writer(s) should also understand that  
339 retaining an exclusivity for any particular composition which bonds it to one or more design  
340 projects (Rides, Attractions, or Concessions) may cause that composition to be unavailable,  
341 especially when clients who have purchased a product protest a composition's use in any  
342 unrelated circumstances, or... when potentially used by a competitor. All circumstances must  
343 and will be considered before re-licensing.

344 (6-g) Offsets will include any salaries for designers, Writer(s), and artists who were recruited  
345 to invest time and energy while they created the initial products for Denny Magic Studios.

Contract Number \_\_\_\_\_

346  
347 (6-h) Original compositions that become attached to design projects are therefore intrinsic to  
348 the overall **Ride, Attraction, or Concession package**. Pulling one integral element from a  
349 finished package could essentially negate any future sales, of any specific product, the  
350 Writer(s) must therefore be aware of the complications that could arise as important parts of  
351 a project become unavailable.

352  
353 (6-i) Upon termination pursuant to Paragraph 6, all rights of any kind and every nature in  
354 and to the composition(s) and in and to any and all copyrights secured thereon in the United  
355 States and throughout the world shall automatically re-vest in and become the property of  
356 the Writer(s), and shall (technically speaking) be reassigned to the Writer(s) by **DMMP**.

357  
358 *However, the Writer(s) should understand that the responsibility falls on the Writer(s)*  
359 *to contact the Library of Congress and re-file NEW copyrights (paying the current*  
360 *fees) in order to re-register new copyrights in the writer's name alone. If this is not*  
361 *done... copyrights will remain under the name of **DMMP**.*

362  
363 (6-j) **DMMP** shall furnish, or cause to be furnished to the Writer(s) a single copy of the  
364 professional sound recording referred to in paragraph (6-a), unless the Writer(s) is the  
365 provider of the master recording.

366  
367 7. Each copyright on the composition(s) in countries other than the United States shall be secured  
368 only in the name of **DMMP**, and **DMMP** shall not at any time divest itself of said foreign copyright  
369 directly or indirectly.

370  
371 (7-a) No rights shall be granted by **DMMP** to the composition(s) to any foreign publisher or  
372 licensee inconsistent with the terms hereof, nor shall any foreign publication rights in the  
373 composition(s) be given to a foreign publisher, or licensee, unless and until **DMMP** shall have  
374 compiled with the provisions of Paragraph 6 hereof.

375  
376 (7-b) If foreign rights in the composition(s) are separately conveyed, otherwise than as a  
377 part of **DMMP's** current and/or future catalog, not less than 50% of any advance received in  
378 respect thereof shall be credited to the account of and paid to the Writer(s).

379  
380 (7-c) The percentage of the Writer(s) on monies received from foreign sources, including  
381 licenses granted in respect of synchronization with sound motion pictures, or in respect of  
382 any worldwide licenses, or in respect of licenses granted by **DMMP** for use of the  
383 composition(s) in countries other than the United States, shall be computed on **DMMP's** net  
384 receipts.

385  
386 8. If **DMMP** within the initial period, causes a commercial sound recording of the composition(s) to  
387 be made available to the general public, or publishes a complete version of the composition(s) on  
388 the internet that can then be downloaded by the general public, **DMMP** reserves the option of  
389 renewing the copyright and retaining the rights therein for an additional period as specified by the  
390 copyright term in existence at that time.

391  
392 9. If **DMMP** desires to exercise a right in and to the composition(s) now known or which may  
393 hereafter become known, but for which no specific provision has been made herein, **DMMP** shall  
394 give written notice to the Writer(s) thereof. Negotiations respecting all the terms and conditions of  
395 any such disposition shall thereupon be entered into between **DMMP** and the Writer(s) and no such  
396 right shall be exercised until specific agreement has been made.

Contract Number \_\_\_\_\_

397 10. **DMMP** shall render to the Writer(s), hereafter, royalty statements accompanied by remittance of  
398 the amount due at the times such statements and remittance are customarily rendered by **DMMP**,  
399 however, that such statements and remittances semi-annually and not more than forty-five (45)  
400 days after the end of each such semi-annual period. The Writer(s) may at any time, or from time to  
401 time, make a written request for a detailed royalty statement, and **DMMP** shall, within sixty (60)  
402 days comply therewith.

403  
404 (10-a) Such royalty statements shall set forth in detail, the various items, foreign or  
405 domestic, for which royalties are payable thereunder and the amounts thereof, including, but  
406 not limited to, the number of copies sold and the number of uses made in each royalty  
407 category.

408  
409 (10-b) If a use is made in a publication of the character provided in Paragraph 4 subdivision  
410 (d) hereof, there shall be included in said royalty statement the title of said publication, the  
411 publisher (**DMMP**) or issuer thereof, the date of and number of uses, the gross license fee  
412 received in connection with each publication, the share thereto of all the Writer(s) under  
413 contract to **DMMP**, and the Writer(s) share thereof.

414  
415 (10-c) There shall likewise be included in said statement a description of every other use of  
416 the composition(s), and if by a licensee or licensees... their name or names, and if said use is  
417 upon a part of an instrument serving to reproduce the composition(s) mechanically, the type  
418 of mechanical reproduction, the title of the label thereon, the name or names of the artist(s)  
419 performing the same, together with the gross license fees received, and the Writer(s) share  
420 thereof. Those statements shall also include an itemized listing of any indebtedness (offsets)  
421 incurred by **DMMP** for the purpose of marketing the composition(s).

422  
423 11. **DMMP** shall from time to time, upon written demand of the Writer(s) or his or her  
424 representative(s) permit the Writer(s) or his or her representative(s) to inspect at the place where  
425 **DMMP** conducts business, all books, records and documents relating to the composition(s) and all  
426 licenses granted, uses had and payments made therefore, such right of inspection to include, but not  
427 by way of limitation, the right to examine all original accountings and records relating to uses and  
428 payment by manufacturers of commercial sound recordings and music rolls, record albums, tapes,  
429 compact discs, DVDs, and video tapes.

430  
431 (11-a) The Writer(s) or his or her representative(s) may appoint an accountant who shall at  
432 any time during usual business hours have access to all music publishing records of **DMMP**  
433 that are directly related to the Writer(s) composition(s) for the purpose of verifying royalty  
434 statements rendered, or which are delinquent under the terms thereof.

435  
436 (11-b) **DMMP** shall upon written demand of the Writer(s), or his or her representative(s),  
437 cause any licensing agent in the United States and Canada to furnish to the Writer(s) or his  
438 or her representative(s) statements showing in detail all licenses granted, uses had and  
439 payments made in conjunction with the composition(s) which licenses or permits were  
440 granted, or payments were received, by or through said licensing agent, and to permit the  
441 Writer(s) or his or her representative(s) to inspect at the place of business of such licensing  
442 agent, all books, records and documents, of such licensing agent relating thereto.

443  
444 (11-c) Any and all agreements made by **DMMP** with any such licensing agent shall provide  
445 that any such licensing agent will comply with the terms and provisions hereof.

446 (11-d) In the event **DMMP** shall instruct such licensing agent to furnish to the Writer(s) or  
447 his or her representative(s) statements as provided for herein, and to permit the inspection  
448 of books, records and documents as herein provided, then if such licensing agent should

Contract Number \_\_\_\_\_

449 refuse to comply with the said instructions, or any of them, **DMMP** agrees to institute and  
450 prosecute diligently and in good faith such action or proceedings as may be necessary to  
451 compel compliance with the said instructions. Legal fees and court costs resulting from said  
452 action shall be included with any indebtedness and offsets generated by the composition(s).  
453

454 (11-e) With respect to foreign licensing agents, **DMMP** shall make available the books or  
455 records of said licensing agent in countries outside of the United States and Canada to the  
456 extent such books or records are available to **DMMP**, except that **DMMP** may in lieu thereof  
457 make available any accountant's reports and audits which **DMMP** is able to obtain.  
458

459 (11-f) If as a result of any examination of books, records or documents pursuant to  
460 Paragraph 11-11e, hereof, it is determined that, with respect to any royalty statements  
461 rendered by **DMMP**, the Writer(s) is owed a sum equal to or greater than five (5%) of the  
462 sum shown on that royalty statement as being due to the Writer(s), then **DMMP** shall  
463 reimburse the Writer(s) with the monies discovered to be owed to the Writer(s) plus an  
464 interest payment not to exceed the "prime rate" at that given time.  
465

466 (11-g) In the event **DMMP** administers its own licenses for the manufacture of parts of  
467 instruments serving to mechanically reproduce the composition(s) rather than employing a  
468 licensing agent for that purpose;  
469

470 I. **DMMP** shall include in each license's agreement a provision permitting **DMMP**, the  
471 Writer(s) or their respective representatives, to inspect, at the place of business of  
472 such licensee, all books, records and documents of such licensee relating to such  
473 license. Within thirty (30) days after written demand by the Writer(s), **DMMP** shall  
474 commence to inspect such licensee's books, records and documents and shall furnish  
475 a written report of such inspection to the Writer(s) within ninety (90) days following  
476 such demand. If **DMMP** fails to deliver such report, after receiving written demand  
477 from the Writer(s) to so inspect the licensee's books, records and documents, or fails  
478 to furnish such report, the Writer(s) or his or her representative(s) may inspect such  
479 licensee's books, records and documents at his or her own expense.  
480

481 II. In the further event that **DMMP** and the licensee referred to in subdivision I. of this  
482 paragraph (11-g) above are subsidiaries or affiliates of the same entity or one is a  
483 subsidiary or affiliate of the other, then, unless **DMMP** employs a licensing agent to  
484 administer the licenses referred to in subdivision I. without the necessity of making  
485 written demand on **DMMP** as provided in subdivision I. above.  
486

487 III. If as a result of any inspection by the Writer(s) pursuant to subdivisions I. and II.  
488 Of this subparagraph (11-g) the Writer(s) recover additional monies from the license,  
489 **DMMP** and the Writer(s) shall share equally in the additional monies recovered as well  
490 as the costs of such inspection(s).  
491

Contract Number \_\_\_\_\_

491 12. If **DMMP** shall fail or refuse, within ninety (90) days after written demand, to furnish or cause to  
492 be furnished, such statements, books, records or documents, or to permit inspection thereof, as  
493 provided for in Paragraph 10 - 11g-III. hereof, or within sixty (60) days after written demand, to  
494 make the payment of any royalties due under this contract, then the Writer(s) shall be entitled, upon  
495 fifteen (15) days written notice, to terminate this contract.  
496

497 (12-a) However, within the said fifteen-day period serve upon the Writer(s) a written notice  
498 demanding arbitration; and...

499  
500 (12-b) Submit to arbitration its claim that it has complied with its obligation to furnish  
501 statements, books, records or documents, or permitted inspection thereof or to pay royalties,  
502 as the case may be, or both, and therefore comply with any award of the arbitrator within  
503 fifteen (15) days after such award or within such time as the arbitrator may specify; then this  
504 contract shall continue in full force and effect as if the Writer(s) had not sent such notice of  
505 termination.  
506

507 13. No derivative work prepared under authority of **DMMP** during the term of this contract may be  
508 utilized by **DMMP** or any other party after termination or expiration of this contract.  
509

510  
511 14. All written demands and notices provided for herein shall be sent by certified mail, return receipt  
512 requested.  
513

514 15. **DMMP** or the Writer(s) independently shall be entitled to initiate any legal action against any  
515 alleged infringer of the composition(s) names herein. All sums recovered as a result of any such  
516 action shall, after the deduction of the reasonable expenses thereof, be divided equally between  
517 **DMMP** and the Writer(s). No settlement of any such action may be made by either party without  
518 first notifying the other: in the event that either party should object to such settlement, then such  
519 settlement shall not be made if the party objecting assumes the prosecution of the action and all  
520 expenses thereof, except that any sums thereafter recovered shall be divided equally between  
521 **DMMP** and the Writer(s) after the deduction of the reasonable expenses thereof.  
522

523 16. The Writer(s) represents that he or she is the exclusive owner of the composition(s), and further  
524 represents that he or she has the right to enter into this contract for the purpose of allowing **DMMP**  
525 to sell and/or license the composition(s).  
526

527 (16-a) In the event that a third party attempts to claim all or part ownership, or claims to  
528 hold exclusive license to the composition(s), the Writer(s) agrees to hold **DMMP** harmless to  
529 any claims thereof. In the event that a third party attempts to hold the Writer(s) liable to the  
530 use of the composition(s), the Writer(s) will provide any information or reasonable assistance  
531 to **DMMP** in demonstrating that he or she represented himself, or herself, as the sole and  
532 exclusive owner of the composition(s) at the time of the signing of this contract.  
533

534 (16-b) If a claim is presented against **DMMP**, alleging that the composition(s) is an  
535 infringement upon some other work or a violation of any right of another, and because  
536 thereof **DMMP** has become jeopardized, **DMMP** shall be entitled to provide the plaintiff(s), or  
537 the plaintiff's legal consul with a copy of this contract.  
538

539 (16-c) If a claim is presented against **DMMP**, it shall forthwith serve a written notice upon  
540 the Writer(s) setting forth the full details of such claim.  
541

Contract Number \_\_\_\_\_

541 (16-d) The dependency of said claim shall not relieve **DMMP** of the obligation to make  
542 payment of the royalties to the Writer(s) hereunder. However, **DMMP** shall deposit said  
543 royalties as and when they would otherwise be payable, in an account in the joint names of  
544 **DMMP** principal(s) and the Writer(s) in a bank or trust company of **DMMP's** choosing.  
545 Interest generated by said account will be absorbed by **DMMP** to offset the costs related to  
546 establish the account/trust, to maintain the account/trust, to administer the account/trust,  
547 and to cover any accounting expenses associated with this account/trust. If costs exceed the  
548 interest that the account/trust earns... the sum equal to the above costs will be deducted  
549 from the principal amount and retained by **DMMP**. If no suit is filed within nine (9) months  
550 after said written notice from **DMMP** to the Writer(s) all monies remaining in said  
551 account/trust shall be paid over to the Writer(s).  
552

553 (16-e) However... In any of the aforementioned events files against **DMMP**; the Writer(s)  
554 shall be entitled to payment of said royalties or the money so deposited at and after such  
555 time as he or she files with **DMMP** a surety company bond, or a bond in other acceptable  
556 form to **DMMP**, in the sum of such payments to secure the return thereof to the extent that  
557 **DMMP** may be entitled to such return. The foregoing payments or deposits on the filing of a  
558 bond shall be without prejudice to the rights of **DMMP** or the Writer(s) in the premises.  
559

560 17. Any and all differences, disputes or controversies arising out of; or in connection with this  
561 contract, shall be submitted to arbitration... before a sole arbitrator under the then prevailing rules of  
562 the American Arbitration Association. A proper geographical location for arbitration shall be  
563 determined by **DMMP**. The parties hereby individually and jointly agree to abide by and perform any  
564 award rendered in such arbitration. Judgment upon any such award rendered may be entered in any  
565 court having jurisdiction thereof.  
566

567 18. **DMMP** shall retain the right to sell, transfer, assign, convey, encumber or dispose of the  
568 composition(s) or the copyright(s) secured thereon without the prior written consent of the  
569 Writer(s).  
570

571 (18-a) **DMMP** is entitled to pass to any other person, including, without limitations,  
572 successors to or receivers or trustees of the proprietary intellectual property, or real property  
573 belonging to **DMMP**. This may be accomplished either by act or deed of **DMMP**, or by  
574 operation of the law.  
575

576 (18-b) The Writer(s) understands that the composition(s) may be included by **DMMP** in a  
577 bona fide voluntary sale of its music publishing division that could include its entire catalog of  
578 music compositions, or in a merger or consolidation of **DMMP** with another corporation or  
579 business; in which event, **DMMP** shall immediately give written notice thereof to the  
580 Writer(s): and provide further that the composition(s) and the copyright(s) therein may be  
581 assigned to the transferee or assignee to the Writer(s) of an agreement to be bound by and  
582 to perform all of the terms and conditions of this contract to be performed on the part of  
583 **DMMP**.  
584

585 19. A subsidiary, affiliate, or any person, firm or corporation controlled by **DMMP**, or by such  
586 subsidiary or affiliate, as used in this contract, shall be deemed to include any person, firm or  
587 corporation, under common control with, or the majority of whose stock or capital contribution is  
588 owned or controlled by **DMMP** or by any of its officers, directors, partners, or whose policies and  
589 actions are subject to domination or control by **DMMP** or any of its officers, directors, partners, or  
590 associates.  
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Contract Number \_\_\_\_\_

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20. The amounts and percentages specified in this contract shall be deemed to be the amounts and percentages agreed upon by the parties hereto.

21. This contract is binding upon and shall endure to the benefit of the parties hereto and their respective successors in interest (as hereinbefore limited). If the Writer(s) (one or more of them) shall not be living, any notices may be given to, or consents given by, his or her successors in interest. No change or modification of this contract shall be effective unless reduced to writing and signed by the parties hereto.

(21-a) The words in this contract shall be construed that the singular shall include the plural and the plural shall include the singular where context so requires and the masculine shall include the feminine and the feminine shall include the masculine where the context so requires it.

22. Four distinct spaces are provided below for composers to sign this contract. Writer(s) who sign below will be the only people recognized by **DMMP** to be affiliated with the composition(s) that are listed on page 1 of this contract.

23. It is each Writer's responsibility to notify **DMMP** by letter, telephone, or email when an update occurs to the following information. If **DMMP** cannot locate a writer, that writer's portion of any royalties due will be deposited in a trust account, and held until **DMMP** can contact that Writer(s) directly.

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**Title of song #1**

**Title of song #2**

**Title of song #3**

**Title of song #4**

**Title of song #5**

**Title of song #6**

**Title of song #7**

**Title of song #8**

**Title of song #9**

**Title of song #10**

Contract Number \_\_\_\_\_

Witness:

\_\_\_\_\_  
(Add your signature above)

\_\_\_\_\_  
(Add your signature above)

\_\_\_\_\_  
(Print your name above)

\_\_\_\_\_  
(Print your name above)

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(Add your mailing address above)

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(Add your mailing address above)

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(Add your City, State (or township) above)

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(Add your City, State (or township) above)

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(Add your Email Address above)

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(Add your Email Address above)

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(Add your Date of Birth above)

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(Add your Date of Birth above)

**24. If you have more than one collaborator, please copy this page so ALL writers have a place to sign.**

25. Once all designated writers have signed, please make a photocopy of the signature page(s) to keep for your records, and then mail all original signature pages plus a copy of page **13** to Denny Magic Studios so we have the list of songs. NOTE: If necessary... we will accept individual signature pages signed by collaborators independently.

**We do not need to receive the entire contract.**

To validate the contract, DMS will sign and date the signature page(s), and... we will add a contract reference number to the top of the document. Then we will send you a photocopy of the signature page(s) via regular mail, which will complete the process.

----- DO NOT WRITE BELOW THIS LINE: -----

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)