

# Publishing Administration Agreement

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**TEMPLATE ONLY — not legal advice. Have an entertainment attorney review before signing.**

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This Publishing Administration Agreement (the “Agreement”) is entered into as of [EFFECTIVE DATE] (the “Effective Date”) by and between:

- **Writer/Publisher:** [WRITER LEGAL NAME], professionally known as [ARTIST/PROFESSIONAL NAME], with an address at [WRITER ADDRESS] (“Owner”); and
- **Administrator:** [ADMINISTRATOR LEGAL NAME / COMPANY], with an address at [ADMIN ADDRESS] (“Administrator”).

Owner and Administrator are each a “Party” and together the “Parties.”

**Plain-English summary (not part of the legal terms):** Owner keeps ownership of the songs. Administrator does NOT take a share of the copyrights — it registers the songs, issues licenses, chases down the money the songs earn worldwide, takes a percentage as its fee, and pays Owner the rest. When the deal ends, everything reverts to Owner.

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## 1. Compositions Covered (“Catalog”)

1.1 This Agreement covers the musical compositions (lyrics and music) written or co-written by Owner that are:

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All compositions Owner owns or controls as of the Effective Date (the “Existing Catalog”), listed in **Schedule A**; and/or

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All compositions written or acquired by Owner during the Term (the “New Compositions”).

*(Check the boxes that apply. If only specific songs are covered, list ONLY those in Schedule A and delete the “New Compositions” option.)*

1.2 For co-written compositions, this Agreement applies only to **Owner’s fractional share** ([OWNER’S WRITER SHARE, e.g., 50]% writer’s share / [OWNER’S PUBLISHER SHARE, e.g., 50]% publisher’s share). Administrator administers only Owner’s controlled share unless the co-writers separately authorize otherwise in writing.

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## 2. Term

2.1 The “Term” begins on the Effective Date and continues for [INITIAL TERM, e.g., 3] years (the “Administration Period”).

**2.2 Collection Period (post-Term tail):** After the Administration Period ends, Administrator may continue to collect income earned but not yet received for an additional [COLLECTION PERIOD, e.g., 6–12] months (the “Collection Period”), after which all rights revert per Section 9. *(A short collection tail is standard; a multi-year “perpetual” collection right is not — push back if asked for one.)*

**2.3 Renewal:** This Agreement [ ] does NOT automatically renew / [ ] automatically renews for successive [RENEWAL LENGTH] periods unless either Party gives written notice of non-renewal at least [NOTICE DAYS, e.g., 60] days before the then-current Term expires. *(Select one.)*

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### 3. Territory

3.1 The “Territory” is: [ ] the World / [ ] [LIST SPECIFIC COUNTRIES/REGIONS].

3.2 Administrator may appoint sub-publishers or sub-administrators in foreign territories to collect locally. Any sub-publisher fee comes out of Administrator’s share (or, if shared, is capped at [SUB-PUBLISHER CAP, e.g., 10–15]% of foreign-source income — specify).

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### 4. Administration Fee

4.1 In consideration of its services, Administrator shall retain [**ADMIN FEE, e.g., 10–20**]% of Gross Receipts (the “Administration Fee”) actually collected during the Term and Collection Period. The remaining [**100 – ADMIN FEE**]% is the “Net Income” payable to Owner.

4.2 “Gross Receipts” means all royalties and income actually received by Administrator from exploitation of the Catalog in the Territory, including but not limited to: mechanical royalties, public performance royalties (the **publisher’s share** — see 4.3), synchronization fees, print income, lyric/streaming-lyric income, and digital/streaming mechanicals.

**4.3 Performance income note:** Public performance royalties are paid in two halves — the **writer’s share** and the **publisher’s share**. The **writer’s share is paid directly to Owner by Owner’s PRO ([ASCAP / BMI / SESAC])** and is NOT collected by, shared with, or counted as Gross Receipts to Administrator. Administrator’s fee applies only to the **publisher’s share** of performance income (and the other income streams in 4.2).

**4.4 SoundExchange:** Digital performance royalties for **sound recordings** (the master side — paid by SoundExchange to the recording owner and featured/non-featured performers) are a separate right and are **NOT** covered by this Agreement unless expressly added in **Schedule B**.

4.5 Administrator shall not deduct any costs, charges, or expenses from Gross Receipts other than (a) its Administration Fee and (b) the pre-approved, documented third-party costs listed in Section 5, if any.

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## 5. Costs and Expenses

5.1 Administrator bears its own ordinary operating costs (staff, software, registration fees) out of its Administration Fee.

5.2 The following third-party out-of-pocket costs may be recouped from Gross Receipts **only if pre-approved in writing by Owner** and reasonably documented: [e.g., copyright registration filing fees, audit costs, foreign mechanical society fees, claim-recovery/back-collection vendor fees]. Individual costs over \$[COST APPROVAL THRESHOLD, e.g., 250] require advance written approval.

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## 6. Rights Granted to Administrator

During the Term and within the Territory, Owner grants Administrator the non-exclusive/[ ] exclusive right to:

6.1 Register the Catalog with copyright offices, PROs, mechanical societies (e.g., **The MLC** for US blanket mechanicals), and collection societies worldwide.

6.2 Collect all income described in Section 4 and issue receipts on Owner's behalf.

6.3 Issue **mechanical licenses** and **non-exclusive print licenses** at standard industry rates without Owner's prior consent.

6.4 Negotiate and issue **synchronization and master-adjacent licenses — subject to Owner's prior written approval** for any sync use (Owner retains creative/veto control over film, TV, advertising, gaming, and political uses). *(Many writers insist on approval for syncs; keep this unless you intend to give blanket sync authority.)*

6.5 Audit licensees and pursue claims, infringements, and back-collection on Owner's behalf, in Administrator's name where permitted.

6.6 **Reserved rights:** Administrator may NOT: change the title or content of a composition; grant any interest in the copyright; license uses Owner has objected to in writing; or enter any "buyout" or perpetual grant. Ownership of the copyrights remains 100% with Owner at all times.

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## 7. Accounting and Payment

7.1 Administrator shall account to Owner and pay Net Income [**quarterly** / **semi-annually**], within [ACCOUNTING DAYS, e.g., 45] days after the close of each accounting period.

7.2 Each statement shall itemize, by composition where available: source of income, territory, gross amount collected, the Administration Fee deducted, any approved costs, and Net Income due.

7.3 Payment by [ACH / wire / check] to: [PAYEE / ACCOUNT REFERENCE]. Amounts under \$ [MINIMUM PAYOUT, e.g., 50] may be held and rolled to the next period.

7.4 **Audit right:** Owner (or a CPA on Owner's behalf) may audit Administrator's books regarding the Catalog once per [12-month] period, on [AUDIT NOTICE, e.g., 30] days' notice, during normal business hours. If an audit reveals an underpayment of more than [AUDIT THRESHOLD, e.g., 5]% for the audited period, Administrator shall pay the shortfall plus the reasonable cost of the audit.

7.5 Owner has [OBJECTION WINDOW, e.g., 24] months to object to a statement in writing; otherwise it is deemed accepted.

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## 8. Warranties

8.1 **Owner warrants** that: Owner owns or controls the share of each composition represented; the compositions are original and do not infringe; Owner has the right to enter this Agreement; and the splits in Schedule A are accurate.

8.2 **Administrator warrants** that: it has the capacity and societal memberships needed to perform; it will act in good faith and use commercially reasonable efforts to collect; and it will hold Owner's funds separately from its own operating funds and not commingle them improperly.

8.3 Each Party will indemnify the other for losses arising from a breach of its own warranties.

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## 9. Reversion and Termination

9.1 **Reversion:** Upon expiration of the Term (and Collection Period), **all administration rights revert automatically to Owner.** Owner has at all times retained ownership of the copyrights; nothing in this Agreement transfers any copyright interest.

9.2 At reversion, Administrator shall, within [REVERSION DAYS, e.g., 30] days: (a) notify all PROs, societies, and licensees that its authority has ended; (b) execute any "letters of direction" needed to redirect income to Owner or Owner's new administrator; (c) deliver to Owner all registration data, split sheets, license copies, and a final accounting; and (d) cease issuing new licenses.

9.3 **Termination for cause:** Either Party may terminate on [CURE PERIOD, e.g., 30] days' written notice if the other materially breaches and fails to cure within the notice period, or immediately upon the other's insolvency or bankruptcy.

9.4 **Existing licenses survive:** Licenses validly granted before reversion remain in effect per their terms, and Administrator may collect income on those specific licenses only through the Collection Period; thereafter such income is redirected to Owner.

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## 10. General

10.1 **Independent contractors.** Nothing creates a partnership, employment, or joint venture. Administrator is not Owner's manager and does not acquire any management rights.

10.2 **Assignment.** Neither Party may assign without the other's written consent, except Administrator may assign to a successor of substantially all its business with notice to Owner.

10.3 **Notices** to the addresses above (or email: Owner [OWNER EMAIL] / Administrator [ADMIN EMAIL]).

10.4 **Governing law / venue:** State of [GOVERNING STATE], without regard to conflicts of laws. Disputes resolved by [court in [COUNTY/STATE] / binding arbitration under [RULES] in [LOCATION]].

10.5 **Entire agreement / amendment.** This Agreement and its Schedules are the entire agreement and may be amended only in a signed writing.

10.6 **Severability / waiver.** If any provision is unenforceable, the rest remains in effect; no waiver is implied by delay.

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## Signatures

### Owner (Writer/Publisher)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Name: [WRITER LEGAL NAME]  
Professional name: [ARTIST/PROFESSIONAL NAME] PRO affiliation: [ASCAP / BMI / SESAC] IPI/  
CAE #: [IPI NUMBER] Publishing entity (if any): [PUBLISHER NAME]

### Administrator

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Name / Title: [ADMIN SIGNATORY],  
[TITLE] Company: [ADMINISTRATOR COMPANY]

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## Schedule A — Catalog / Compositions and Splits

#	Title	Co-writers	Owner's Writer Share %	Owner's Publisher Share %	PRO Work ID / ISWC	Date
1	[TITLE]	[CO-WRITERS]	[%]	[%]	[ISWC]	[DATE]
2						

## Schedule B — Optional Add-Ons (check if included)

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**Neighbouring/master digital performance (SoundExchange)** administration — separate fee:

[%]

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**Sync licensing** active pitching by Administrator — separate commission: [%]

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**Sub-publishing** appointments pre-approved for: [TERRITORIES]

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**Other:** [DESCRIBE]