

Royalty Agreement

Parties

The Grantee and the Grantor defined below, and sometimes referred to in this document as “Parties,” intend to enter this legally binding Agreement, hereafter referred to as “Agreement,” on this _____ day of _____, 20 ____, sometimes referred to in this document as “Effective Date.”

The party consisting of _____ [company name], with principal place of business _____, with representative or officer _____, with phone number _____ and email address or other contact information:

Shall be known within this Agreement as “Grantee,” and is the Party issuing liquid and other considerations in exchange for the other Party’s promises.

The party consisting of _____ [full name], with address of residence _____, with phone number _____ and email address or other contact information:

Shall be known within this Agreement as “Grantor,” and is the party issuing covenants, promises, and performing or causing to be performed acts beneficial to the other Party in exchange for liquid and other considerations.

Entire Agreement

This Agreement is the entire Agreement as of the Effective Date, between Parties, and supersedes and replaces any prior Agreements, representations, and or warranties, express or

25 implied, written, or oral, and such other Agreements are voided, with the exception of the
26 attached addendums listed below:

27 _____
28 _____
29 _____.

30 Works to Be Licensed

31 The following Works, including musical tracks, images, paintings, or other licensable objects are
32 to be Licensed from the Grantor to the Grantee [list]:

33 _____
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____.

40 Licensing of Works

41 In Consideration for Royalties, benefits, and provisions stipulated within this Agreement to be
42 transferred to the Grantor from the Grantee, the Grantor Agrees to Assign the following Rights to the
43 Grantee, with respect to the Project Defined in this Agreement.

44 **FULL Assignment.** The Grantee Assigns all rights to the Grantor, including the Rights of
45 Reproduction, Preparation of Derivative Works, Distribution, Public Performance, Public Display, and
46 Digital Transmission of Recordings.

47 **Partial Assignment.** The Grantee Assigns to the Grantor the Rights of:

Royalty Agreement Between _____ And _____

48 _____

49 _____

50 _____

51 _____

52 And reserves the rights:

53 _____

54 _____

55 _____

56 _____

57 **Term**

58 The Agreement will be effective starting on this "Effective Date" of the _____th/_{rd} of

59 _____, 20 ____, and continue its effect until the "Expiration Date" of the

60 _____th/_{rd} of _____, 20 ____, or if stricken out, the effect will remain in perpetuity, until

61 nullified by a separate binding act of nullification.

62 **Royalty**

63 A Royalty shall be paid from the Grantee to the Grantor, contingent upon and subject to the terms

64 and conditions set forth in this agreement. The amount of the Royalty defined below is the entire

65 Royalty, and the entire amount of consideration defined, exchanged by covenants, and promises

66 defined in this Agreement.

67 **FLAT ROYALTY.** If checked, The Royalty is a flat Royalty with the total

68 amount _____.

69 **FORMULA ROYALTY.** The Royalty is calculated using the following formula:

70 _____

71 _____

72 _____

73 _____

74 _____,

75 with the total amount:

76 _____.

77 **Assignment**

78 This Agreement cannot be re-assigned without consent from all Parties. In the event of the
79 dissolution or cessation of any entity's existence which was a Party to this Agreement, the
80 remaining Party (ies) may terminate the Agreement and seek compensation or damages from the
81 previous owners, parent organizations, investors, or other persons or Parties which have
82 previously held ownership or control of the dissolved or ceased entity or its parents.

83

84 **Dispute Resolution**

85 The venue for any disputes relating to or arising from the Agreement will be in the local
86 jurisdiction where the Work is created. When a legal action arises from the Agreement, the
87 prevailing Party shall be awarded reasonable attorney fees and court costs from the non-
88 prevailing Party.

89
90 If a dispute arises from this Agreement and parties are unable to resolve their dispute, then both
91 parties hereby agree to seek mediation prior to filing a lawsuit. Mediator(s) should be a neutral
92 third party which is mutually agreed upon and chosen between both parties.

93
94 If either Party initiates a lawsuit without attending mediation, then that Party shall not be entitled
95 to recovering attorney fees and court costs even when otherwise entitled parties agreed to seek
96 first mediation as a solution for any disputes.

97
98 If both parties attend mediation and are unsuccessful in reaching a mutually agreeable
99 resolution, then both parties agree to attend legally binding arbitration. In this case, the
100 arbitrator shall be mutually agreed upon by both parties and be experienced in residential real
101 estate law and shall include a written record of the arbitration hearing. By initialing the spaces
102 provided in both parties agree to attend arbitration if mediation is not successful. If both parties
103 elect this arbitration clause and one Party initiates a lawsuit without attending arbitration, then
104 that Party shall not be entitled to recovering attorney's fees and court costs even when otherwise
105 entitled.

106 INITIALS _____ [Grantor] _____ [Grantee]

107

