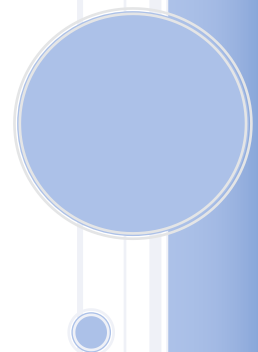




# MUSIC PUBLISHING

*Information and FAQ*

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## What is music publishing?

From a legal perspective, a music publishing company is authorized to license the reproduction of a particular musical work in a sound recording. Publishers enforce a series of licensing fees for the use of published music and protect their client's copyright interests. Publishing companies collect your royalties and administer your copyrights. Music publishers do this by obtaining ownership and administrative rights to some or all of your copyrights. The music publisher specializes in administering your music and collecting royalty monies and licensing income.

## How does Barefoot Music Studios and Publishing get paid for providing publishing services?

In a typical publishing contract, the music publisher is traditionally paid 50% of all royalty income (publisher's share) while the songwriter is paid the other 50% (writer's share). Royalty income includes income from mechanical and synchronization royalties.

Performance income is collected by Performance Rights Organizations (PRO's) such as ASCAP or BMI. The music publisher typically gets 25% of this income. For printed music, publishers typically get 20% on the marked retail price.

Publishing operating costs and fees, such as copyright fees, distribution fees, and professional services, are typically deducted from the writer's share of any royalty income and paid to the publisher.

## What are the basic types of music publishing contracts?

1. **Single Song Agreement:** This type of music publishing contract is an agreement between the writer and the music publisher in which the writer grants certain rights to a publisher for one or more songs.
2. **Exclusive Songwriter Agreement (ESWA):** Under the ESWA contract, the songwriter generally grants the publisher's entire share of the income to the music publisher. The writer's services are exclusive to the music publishers for a specified period of time. Thus, ESWA contracts are usually only offered to writers with some anticipated degree of success.
3. **Co-Publishing Agreement (Co-Pub):** The Co-Pub contract is perhaps the most common. Under this deal, the songwriter and the music publisher are "co-owners" of the copyrights in musical compositions. The writer becomes the "co-publisher" with the music publisher based on an agreed split of the royalties.

## What are some of the main clauses in a music publisher's agreement?

1. **Copyright Ownership:** The ownership is perhaps one of the most important terms in a publishing deal. Under a single song agreement or ESWA deal, the publisher typically acquires 100% copyright ownership for life. Under a typical Co-Pub deal, the writer becomes a "co-publisher" with the music publisher on a 50/50 split, but the publisher has exclusive administration of the songs throughout the world.
2. **Royalty Splits:** The division of royalty income is just as important as ownership of the copyrights. In a single song deal, the royalties are usually split 50/50 between the writer and the publisher, except for print income for which the writer usually receives 5-10 cents per copy sold.

Generally, under a typical Co-Pub deal, there is usually a 50/50 split of the "publisher's share" of the total royalties. So under this type of deal, the writer gets 100% of the "writer's share" of the royalty income, and also an agreed upon split of the "publisher's share" of the total royalties. As an example, if the writer and the publisher agree to a 50/50 split of the "publisher's royalties in a Co-Pub deal, the writer would get 75% of all royalty income.

Print royalties are usually paid on the basis of "net paid sales", which means on gross shipments, less returns, for which the publisher received payment.

No payment of royalties is paid to either the publisher or the writer for promotional copies of your songs.

3. **Costs:** Costs are deducted are generally paid for by the "songwriter". Examples of costs might include: fees charged to the publisher by Harry Fox Agency, or CMRRA, copyright registration fees, and the costs of lead sheets and demos.

## What will Barefoot Music Studios and Publishing do for me in a publishing deal?

Barefoot Music Studios will register your work and collect fees and royalties that are due. In a publishing deal, Barefoot Music Studios will collect profits and royalties from various licensing agreements, as well as issue mechanical licenses and synchronization agreements for your works. Barefoot Music Studios will look out for your interests as Barefoot Music Studios have a vested interest in seeing you succeed. When signing a publishing deal, you usually sign over to the publisher at least some or all of your copyright protections. This allows Barefoot to license your music and negotiate income-making deals on your behalf.

Barefoot Music Studios will "plug" your music to radio stations, other publishers, and record companies at its own discretion. Barefoot Music Studios has access to large industry databases and contact information for music publishers and record labels from which to "plug" your music.

