

MUSIC PUBLISHING: ITS HISTORY, STRUCTURE AND OPERATION AND ITS FUTURE IN A CHANGING INDUSTRY

By Alan S. Bergman

Historical Perspective

Harry Armstrong, who liked singing in vocal quartets, had written a melody in Boston in 1896. There were no lyrics until he came to New York to work as a Pianist for M. Witmark & Sons. He asked Richard H. Gerard to write a Lyric for his melody and Witmark accepted "Sweet Adeline" for publication.

After winning a toy printing press from school, Isadore, Julius, and J. Witmark opened a printing establishment in their home on West 40th Street in New York City. They earned a modest living printing Christmas cards.

To augment his earnings, Jay became a successful performer of ballads in minstrel and variety shows. It suddenly occurred to Jay, if it was possible for him to establish hit songs for others, why couldn't he publish his own music? After all, Isadore could write songs, Jay could sing them, and, finally, they had a printing press on which to print the music. So the brothers became "music publishers... Music was much more performance oriented then and the piano vocal copy, (sheet music) was the best way to popularize a new work. Over the years the phonograph record (now the CD), the motion picture (now also the video and DVD), the radio and television broadcast and most recently the Internet have become the vehicles of exploitation of the popular song and other forms of music.

Today the great majority of new pop songs are not printed at all. They exist, at first, only in the form of tapes (or burned CD demos) or manuscript copies (leadsheets) that are distributed without cost to artists and record producers. When music publishers do believe that printing their copyrighted works might prove profitable, they license that right to specialty print publishers whose sole function is to provide these services.

For today's music publisher success is keyed directly to how well the company exploits that original music through recordings and performances. The publisher's principal sources of income are royalties received from record companies for the sale of records and from performing rights societies like the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music Incorporated (BMI), or SESAC for performances of music mostly generated by performances of recordings on radio and television or other media. The Internet is also developing into an important alternative outlet for performances and sale of copies through downloads, online vendors like Amazon.com and subscription services like Napster and Rhapsody who charge a fee for access to copyrighted music through streaming, downloading and CD burning. Those with long experience in the music business know publishing to be a lucrative and steady source of income. That is why just about everyone in the performing and recording fields is involved in some way in music publishing.

TYPES OF PUBLISHERS

The term music publisher includes everything from the one person, independent company devoted to the writings of one artist/writer to the multi-national affiliates of record companies, film companies or media giants. Publishing companies can be publicly owned, artist/writer owned or owned or administered by managers or lawyers or even relatives or friends. Some publishers are full service publishers with huge catalogs covering a broad range of music styles. Others restrict their business to special areas like jazz or classical music or deal only in educational, religious or other printed publications.

Several years ago, there were more than 30 major music publishers. Today, there are fewer than 10, and their international control of the industry is enormous. Through an unprecedented surge of mergers and large acquisitions, some companies currently boast catalogs of more than

1,000,000 copyrights. These mega publishers must devote vast resources to effectively administer these huge catalogs. At the same time new markets and media like the DVD and the Internet create new opportunities and challenges for the music publishing industry. All music publishers, both large and small realize that the future of the industry depends not only on finding and publishing new material but on growth in new markets and effective administration and exploitation of rights in existing catalogs.

Full-Service Companies

The company started by Harry Armstrong and his family is now Warner/Chappell, one of the largest full-service, multi-national publishers. Its rich catalog includes songs from Broadway and Hollywood and the great pop writers of Tin Pan Alley. But it also has the most famous songs of Bob Dylan, Peter Paul and Mary and Thelonious Monk and on any given date, a fair proportion of the hits on the Pop, Country and R&B charts.

Other full line firms like Universal Music Group EMI Music Group and Famous Music Corporation were also created by motion picture companies to own and administer the great music from MGM, Paramount and other studios. Today each of these companies has its own affiliated record label and in the case of Warner/Chappell, a major media company (Time Warner) as well. Warner/Chappell controls more than a million copyrights here and abroad. These companies provided a full line of services like printing and selling copies, "plugging" songs to recording and performing artists throughout the world, "pitching" songs for inclusion in motion pictures or commercials as well as developing long term relationships with writers.

Independent Publishers

Some firms are not affiliated with a multinational publishing organization or a recording label. The industry often refers to such a publisher as an *independent*. Independents range in size from the one-person operation to firms controlling multimillion-dollar catalogs. Many of the independents are members of the Association of Independent Music Publishers. Some publishing firms are proud of their independence and do not actively seek to be acquired by a larger organization; others try to build up their catalogs to become attractive to a prospective buyer. Some independent publishers are administrative publishers who perform basic administrative duties in return for a percentage of the publishing income they administer. Responsibilities of such administrative publishers include registering new copyrights with performing and mechanical societies world wide, licensing uses of copyrights, collecting royalties, and royalty accounting. They do little or no **exploitation**, which is not a problem for their clients, who are usually artists or writers who promote themselves. But a significant number of independents offer more than administrative services. Some of these independents are based in Nashville where old style music publishing and song plugging exists and indeed flourishes.

Recording Company Affiliates

Almost all record companies have a publishing affiliate. The publishing affiliates of major labels and major independent labels have their own staffs and budgets and operate independent of their affiliated labels although it is not unusual for a label and its affiliated publisher to negotiate with an artist/ writer at the same time. Label publishing affiliates, many of whom are among the largest publishers in the world, also acquire catalogs from other publishers or writers totally independent of a recording component. These catalogs may be purchased outright or acquired pursuant to agreements which provide for substantial advances. A recording artist may have an existing catalog of previously recorded copyrights which might be acquired by a label's publishing affiliate as part of an overall deal. An incentive such as this makes it difficult for the independent label or publisher to compete for a sought after artist/writer. Of course the argument can be made that these interlocking companies create conflicts of interest. An example of this potential conflict is language that appears in almost all recording contracts and is referred to as *controlled composition* language. It provides for a reduced *mechanical royalty* payable by the recording company to the publisher on any song recorded by the artist that was also written or controlled by the artist. Most of these clauses reduce the label's payment to the artist/writer and the song publisher to 75% of the statutory rate, but it may be even less because of the imposition of a

maximum rate, usually 10 times the three-fourths statutory rate, for all the songs on an album. The way that works is that the maximum album rate includes both controlled and non controlled songs and since the publisher of the non-controlled song has no incentive to grant a reduced fee license, the artists own songs have to be licensed at even a lower rate to make the album rate fit the album maximum. The label with a publishing affiliate may use this as a negotiating device by not insisting on controlled composition clauses with writers who agree to place their works in the recording company's affiliated publishing company. Despite reduced mechanical payments and potential conflict issues, publishing/recording deals, when fairly handled, are a way for a new artist to maximize advance income and marshal the company's vast resources to establish a successful recording and writing career.

Artist-Owned Companies

Many recording artists who write their own material form their own publishing companies. The reason is simple: They see no need to share publishing income with another publisher when they have already secured the primary marketing objective, the record release. Royalties to the publisher of the copyrights accrue from all record sales and (except in rare instances) have the added advantage of not being recoupable from royalties. As a result, artists, usually with assistance from their managers (and attorneys), set up publishing companies in order to keep control over their music. The legal and administrative process is relatively simple for the experienced administrator since artist/writers are primarily concerned with recording and performing their own compositions. They do not generally get involved in the print business or international distribution, although once they achieve some international presence, they may have subpublishing deals abroad usually negotiated by their attorneys or administrative publisher.

Writer-Owned Companies

Hundreds of very small publishing operations are owned by individual writers who may or may not also be artists. Sometimes, these small firms are established by writers who have been unable to get their music accepted by labels or other publishers. But others have been established by composers who were previously under contract to a publisher but now want to control their own material because they believe the attention their material received from a publisher did not justify the income participation and loss of control required in a publishing deal.

Specialty Publishers

Many publishers limit their catalogs to just one kind of music. Publishers active only in the country field, for example, are among the nation's largest independent publishers. Most specialty houses are, however, relatively small, preferring to restrict their activities to a field they understand best, such as choral music, gospel, jazz, children's music, and educational. One example of this is the publishers devoted solely to what is called "Christian music." These firms, many of them also located in Nashville, prosper not only through large sales of their music on records but also from a good-sized print business.

Educational Music Publishers

Some publishers in the United States limit their catalogs primarily to music intended for use by students and schools from elementary grade levels through college. There are editions for piano, sax, guitar, strings and percussion. Other important editions are arrangements for educational institutions scored for choirs, marching bands, concert and jazz bands.

Concert Music Publishers

Concert (or classical) music is that repertoire generally associated with opera, symphony, ballet, recital, choral, and church music. These are some of the oldest and most respected publishers in the history of music. Representative concert music publishers include G. Schirmer, Peters, Boosey & Hawkes, Carl Fischer and Theodore Presser in the United States and Schott, Ricordi and Universal Edition in Europe. Classical music publishers usually produce an array of special editions of the classics for school orchestras and choirs, as well as studies for keyboard, strings, solo instruments, and voice. Much of the income of classical publishers derives from the rental and licensing of scores and instrumental and vocal parts. This is a service used by many

orchestras and performers to obtain scores and parts for a concert.

Besides maintaining catalogs of older music, nearly all of it from Europe, these houses provide a special service. They publish the works of 20th-century serious composers despite the lack of financial gain from this area of music. Some of this is supported by foundations or other public or quasi public funding. Recordings of their music are also largely subsidized.

Jazz Publishers

In Jazz there is a strong market for play along books and records, method books and repertoire or "fake books". Other jazz publications include folios of transcriptions of recorded performances including solos, arrangements for large groups and ensembles and instruments and a whole body of books dealing with improvisation. There are some specialty companies who restrict their output to arrangements for bands, small groups and other ensembles. There is also a strong market for books by name jazz players which often include a CD or DVD.

Print Licensees

Most publishers, including many of the largest ones, find it necessary to delegate some of their functions or services. The service most commonly assigned to an outside firm is the print business or the production and sale of printed editions. Unlike the old line publishing houses of the past, few popular music publishers of today print and market editions of their copyrights. They license another company to do this for them. Among the largest of these licensee publishers are Hal Leonard, Inc. and Warner/Chappell. A standard print deal would provide for the licensee (the print firm) to bear the full costs of preparing, printing, and distributing the printed edition and pay the licensor a royalty on sales, often in the range of 20% of the wholesale price which the licensor publisher usually shares with the writers on a 50-50 basis. A less common arrangement involves the copyright owner (prime publisher) bearing all preparation and printing costs, then paying the subpublisher or selling agent a distribution fee of 20% on sales. In deals of this kind, the licensee is sometimes called a selling agent. These licensing deals are most common for major catalogs where the licensor is in a position to bear the production costs in return for a larger slice of the proceeds. For the licensee this arrangement makes sense because of the anticipated high volume.

Foreign Territories

The publishing business is worldwide, and many American publishers receive a large percentage of their income from foreign territories. Some large companies have branch offices in foreign countries that function much like the American parent firm. First, they try to exploit the American catalog by promoting the original recording, getting cover records, selling printed editions, and collecting mechanical and performance royalties. This may involve the branch office arranging for translations of English lyrics into the indigenous language. Second, branch offices usually involve themselves not only in promoting the catalog of the home office, but also in exploiting new copyrights on their own.

If an American publisher lacks foreign offices of its own and chooses not to license its copyrights through a large U.S. firm that has foreign offices, it may seek out one or more foreign-based independent publishers as a subpublisher or licensee. This subpublisher may very well be the affiliate of a multi national publisher like Warner Chappell or Universal who aggressively solicit the catalogs of successful independents in the US. Most of these deals are for at least 3 years. Although royalty splits vary from country to country, the most common sharing between the original US publisher and licensee is 75% to 80% for the original publisher and 20% to 25% for the licensee. The American company will expect the subpublisher to exploit the American copyrights through release and promotion of the original recording, arranging cover records, providing printed editions, and collecting performance royalties. The performing rights organization functioning in a given territory will be forwarding the writer's share to ASCAP, BMI, or SESAC, but the American firm's subpublisher is usually expected to receive the full publisher's share and make sure that performances are being fully licensed and money is paid for them. With regard to foreign collections, some distinction should be made between a collection deal and

a subpublishing deal. In a collection deal, the subpublisher is merely expected to collect the income, retaining 10% or 15% as an administrative fee and remitting the rest. In a subpublishing deal, the percentages are more favorable to the local publisher and usually involve advances to the original publisher supplying the catalog.

Writer Participation and Territorial Groupings

Payment of royalties earned at the source is a concept most favorable to the writer: The writer's share is calculated on income earned in the foreign territory. In contrast, in a receipts-basis agreement, the share is only on income received by the publisher in the United States (after payments or deductions to a subpublisher have been made). At-source deals are usually available only from publishers who have wholly owned affiliates in foreign territories, such as multinational companies like Universal and Warner/Chappell. The writer gets paid as if the writer were in the country where the money is earned so the writer is entitled to the writer's share (50% or more) as well as a copublishing share if there is a copublishing deal. An at-source deal means that the writer would get 50% of income earned at the source, in the foreign territory, before deductions for Subpublishers are made, no matter what money is eventually remitted to the United States. In an at-source deal, if \$100 is earned in Australia, the writer's share would be \$50. In a receipts deal, the writer would get royalties based on monies received by the publisher. If \$100 is earned in Australia and the publisher had a 75/25 deal with the Australian subpublisher, the American publisher would receive \$75 and the writer's share would be \$37.50 (half of that 75%).

American firms may contract for Subpublishers to cover more than one country. For example, it is common for a subpublisher based in Germany to cover Germany, Austria, and Switzerland, the territory of GEMA, the German performance rights society. French-based Subpublishers would probably service the French-speaking territories in Africa, the SACEM territory. A Scandinavian subpublisher would probably have jurisdiction over Norway, Sweden, Denmark, Iceland, and Finland.

The ideal subpublishing situation would include a person on the spot who understands the language and knows the music business, especially with regard to registering copyrights with local societies and collecting performance royalties. For instance, Germany's performance rights society, GEMA, not only collects performance royalties but collects mechanical royalties as well. Independent publishers lacking the resources to set up subpublishing deals can retain the Harry Fox Agency to meet many of their basic needs for services in foreign territories through the agency's reciprocal agreements with foreign Societies.

ADMINISTRATION

Administration of publishing companies varies greatly according to the size of the firm. Independent companies may have a small staff, with each individual performing a variety of tasks to keep the company functioning properly. For example, a small, independent publisher might be run entirely by the owner-songwriter and a part-time secretary. Large publishers will have a central administration consisting of a president (or vice president in charge of administration), department heads, and support personnel. Firms vary in the labels they apply to departments. What follows is a description of the administrative structure of a typical major publisher.

Royalty Department

The royalty department is managed by an individual, usually an accountant or financial person, who supervises assistants handling receipts and disbursements, accounting, data processing, payroll, insurance, and purchasing.

Copyright Department

Most publishers have at least one employee who heads a department that handles copyrights. Larger firms would have several persons in this department. A qualified department head of copyrights must know the U.S. Copyright Laws with its various amendments and basic

international laws and agreements (“conventions”) covering copyrights outside the United States.

The firm’s copyright department performs a number of essential tasks. Among the most important are the following:

1. Conducting a title search. The copyright department must first determine who really owns the work. The Library of Congress will assist in this research. Copyright ownership can get complicated. If the work has coauthors, what are their claims of ownership and are the claims valid? What if the work was published before? What if the music or the lyrics have been revised? How does a publisher determine if some of the rights have been assigned to another firm or individual or estate? After the copyright department has performed this research, questions remaining unclear are referred to a copyright attorney, who might or might not be on the publisher’s staff.
2. Registering claims of copyright.
3. Recording transfers of copyright ownership.
4. Possibly forming a liaison with the Harry Fox Agency, with respect to mechanical licenses. and collection and monitoring of income. Some Publishing firms choose to issue their own mechanical licenses and synchronization licenses and monitor and collect income directly from record companies and other licensees.
5. Keeping records of **subsisting** copyrights and their pending expiration dates. Recommending renewal, extension, sale, or abandonment of subsisting copyrights.

Copyright Administration: Sampling

As new technology develops, new concerns about copyright protection arise. For example, anyone who has access to the appropriate technical equipment can copy an entire recording or simply sample part of a song.

The word *sampling* is used in two different but related ways:

1. **Sampling** is actually the process by which the amplitude and frequency of some sound waves are measured and reproduced. The higher the sampling rate (the greater the number of samples taken), the truer the reproduction. Live sounds, such as bird calls or train whistles, can be sampled and used to create entirely new sounds. Previously recorded sounds can also be sampled and manipulated or used in new contexts.
2. In the music business, the meaning of the term sampling has been broadened to include the copying or taking of previously recorded sounds and music. These copied or sampled sounds are then used on new recordings. The new use may be instantly recognizable to the listener or it may be changed or altered to such an extent that it is very unlike the original. No matter how previously recorded sounds are used, permission to sample should be sought from the publisher and the recording company of the original recording. If permission is granted, a licensing fee will be paid by the user of the sampled music. Instead of a licensing fee, the original publisher may agree to split the copyright or income with the new user.

If music is sampled without the permission of the publisher and recording company, the sampler is infringing the copyrights in the original work and in the sound recording. The sampler is then subject to various penalties, including payment of actual or statutory damages, impoundment of recordings, and an injunction against further release of the infringing recording. Often, settlements or other agreements are made outside of court in such instances

Legal or Business Affairs

Music publishers must have lawyers expert in copyright law and music publishing. They also need expert tax lawyers experienced in artist management and the recording industry. Nearly all publishing transactions are based on contracts, and the ongoing services of qualified attorneys are essential in negotiating them. Small firms employ these specialists by the hour or day. Larger firms not only retain counsel part-time, as needed, but employ one or more lawyers on their staffs full-time. Attorneys from outside firms may also be employed for specific projects, such as to facilitate a major acquisition.

The Professional Manager

Years ago, all publishers in the popular music field employed what were known at that time as song pluggers. Their place in the world of show business has been portrayed colorfully in the movies and other media, occasionally with accuracy. In the late 1940s, it became unfashionable to call these operatives song pluggers. Gradually, they came to be known as professional managers. Since World War II, the professional manager has had to assume a role much broader in scope than song-plugging. Here are the principal responsibilities of the professional manager:

1. Discover and sign new writers.
2. Maintain good working relationships with writers under contract.
3. Persuade artists and producers to record the writer's music.
4. Negotiate favorable rates when licensing uses of the writer's copyrights.
5. Search out ancillary uses of those copyrights such as jingles and merchandising tie-ins.

Except for smaller, newer firms, most professional managers working for established publishers are individuals with long experience and lots of street knowledge, who form that indispensable link between the composer, the artist, and particularly, the record producer. Inexperienced musicians should plan on several years of pavement pounding, listening, and learning before attempting to fill the shoes of a professional manager. Still, small firms offer a good training ground, and some versatile individuals managing small publishing firms rise fast.

The main concern of a publisher of popular songs is getting music recorded and broadcast. Although the promotion methods discussed here are ultimately meant to encourage the public to consume more music, much of the promotion process is initially aimed at professionals who are already in the music business. Publishers persuade artists and record producers to record their music generally through direct, personal contacts. Even though the publishing and recording industries are huge, much of the power and control are in the hands of a relatively small number of insiders: the recording artists, record producers, established composers, and important managers. Publishers place on their payrolls the kind of promotion personnel who know the insiders, the power brokers, understand their needs, keep track of market trends and changing tastes, then deliver the right material.

Song Casting

One of the most critical functions of a publisher dealing with music which is not generated by a self-contained group or artist/writers, is to attempt to match songs with performers. A professional manager and staff analyze each song and search out those particular recording artists they believe have a performing style that is right for the material. This is often called song casting; it is as critical a task as casting a TV show or Broadway play. This matching of artist to repertoire used to be the principal concern of staff record producers, hence their appellation, A&R producers.

Sometimes, songcasting works in reverse. Recording producers looking for material will contact the publisher, listing their current needs, and ask the publisher to supply material the publisher believes right for a particular recording project. Experienced publishers understand that, at the outset, only a select number of recording artists will even consider their material because so many acts in popular music are *self-contained*—the individual performer or group uses only its own material. Rarely do self-contained acts accept outside songs.

Cover Records. The publisher who has a self-contained act under contract understands, or should understand, that once the material is initially recorded by that act, the publisher's job has

only begun. Now the principal concern is getting cover records—inducing other artists to record the song.

Another aspect of publisher promotion is offering services directly to recording companies. The two kinds of companies, their economic interests almost identical, work out cooperative promotion campaigns for new material, frequently in connection with personal appearances of recording artists.

Additionally, electronic exploitation is an important new income source. Record companies are able to promote, license, and sell CDs directly over the Web; independent labels and individual artists are able to bypass the major distribution companies to promote and distribute their own product. But the downside of this important technology is the huge problem caused by illegal file sharing. The National Music Publishers Association (NMPA), Recording Industry Association of America (RIAA), and other trade associations have worked to establish standards for “watermarking” and other means of electronic “tagging” of music so that people who upload and download music can be identified, and when appropriate, charged a license fee or sales charge. The RIAA has also entered on an aggressive program of identifying and sometimes prosecuting those who download and share protected music files illegally. At the same time legal sites like the new Napster, iTunes and Rhapsody have emerged to give the consumer a legal and quite satisfactory alternative.

SPLIT COPYRIGHTS, COPUBLISHING

Nowadays it is not unusual to find many of the songs on the pop charts copublished by two or more publishers. In reality, nearly all these split publishing deals are simply a number of persons or firms agreeing to share the publishing income, not the publishing responsibilities. In a traditional arrangement, publishing money is divided equally between the artist/songwriter and the publisher; that is, the artist/songwriter gets 50% of the publishing income and the publisher gets the other 50% of the publishing income. In this case, the publisher usually owns all of the copyright.

If the artist who already has a record deal signs a publishing agreement, the publisher is often willing to give half of its publishing income and half of the copyright ownership to the artist/songwriter. In one kind of common copublishing deal, the parties are co-owners of the copyright, and the artist/songwriter receives 75% of the income (the writer's 50% plus 50% of the publisher's share). The administration of the copyright remains with the publisher. When ownership of a copyright is split, administration of the property can be difficult. Where coauthors are involved, ASCAP, BMI, and SESAC will honor directions from the co-owners to divide performance royalties among the writers and publishers involved. With respect to mechanical royalties and synchronization fees, the Harry Fox Agency is accustomed to splitting monies in accordance with instructions it receives from copyright proprietors.

Joint administration of copyright requires specific contractual arrangements for sharing of synchronization fees. Synchronization rights apply worldwide, but differences of opinion prevail on how income from this source should be shared. In the past, most publishers have believed it equitable to attribute 50% of synchronization fee income to the United States and the balance to foreign sources. Administration of copyrights outside this country should be assigned entirely to one co-owner or the other, because sharing of the responsibility leads to confusion and lack of control. This is particularly important because in some foreign countries a unilateral commitment by one co-owner may be binding on the other.

Where a work has two authors, and two publishers split the copyright, one writer's share comes from one publisher, the other writer's share from the other publisher. Unless otherwise provided in a joint administration agreement, mechanical royalties will be equally divided by the two publishers, and each publisher will then be able to pay its writer.

Sometimes the copyright proprietor does not split ownership. Instead, the copyright owner may

offer someone an income participation or cut-in from the copyright. If a new artist lacks the funds to rent a preferred studio or to hire a preferred producer, the artist/writer may offer a cut-in to the studio or producer in place of, or in addition to, payment up front. Under controlled circumstances, the cut-in can be fair and work even better than joint administration; a single administration is generally preferable to one that is shared. But a cut-in agreement should specify certain limitations: It should be limited to payments on mechanicals derived from a particular record by a specified artist for a finite period. If a work is recorded but never commercially released, the cut-in deal should be automatically voided or the proprietorship and copyright income should return to the original owner.

In yet another kind of cut-in, some songwriters or publishers have agreed to add the name of a prominent recording artist to a song in exchange for the artist recording the song.

Catalog Acquisitions

The purchase and sale of entire catalogs has always been an important part of the industry. If the firm on the block is small and headed by a successful writer-manager, the buyer will probably seek to contract for the ongoing services of the management team that developed the firm's early success. The price of the acquisition is usually based on a multiple of the average annual net earnings over a 3- to 5-year period. This multiple is generally between 5 and 10, but it can be much lower, depending on the demand, the steadiness of earnings, the prevailing interest rates and the remaining copyright life of the compositions being purchased.

When whole catalogs are bought, the seller normally assigns all rights of copyright and ownership, including subsisting contracts with writers. This means that if the first publisher has contracted with a composer to publish that composer's music for the next several years, the new publisher must honor that contract. The new publisher also, of course, assumes all obligations for payment of royalties.

Coda

Many professionals in the music business believe that publishing is the best part of the business. Publishing income is generated without going on the road or into the studio. Hit records pop up all the time. A song like *Unchained Melody* has been a number one hit at least four times and I wouldn't doubt it will be so again some day. Publishers take credit for this success but that's true in only some cases. Many times a multiple hit is the result of what the publishing business calls a "drop in". It just happens because the song is established comes to the mind of the artist, producer, musician or label executive. The Beatles copyrights will be generating significant income long after their records have stopped selling. This catalog hasn't even begun to be exploited through commercials, films and the other lucrative after market sources. And then there's the almost limitless possibilities presented by the internet and digital distribution.

Jazz is a good example. It's common knowledge that the jazz record business is at an all time low in terms of sales through regular retail outlets and jazz airplay only exists on public radio. But despite all that, jazz is everywhere, in films and TV background music and commercials and most importantly, in live performances. Jazz festivals proliferate in Europe, Japan and across America. And wherever jazz is performed, performance income is generated for the music publisher and composer. There are jazz videos and DVD's released every day and releases and re-releases of classic records in all sorts of expensive packages and configurations. All this will be repeated and expanded via digital delivery on the web, in video games and even telephone ringtones. The fact that most jazz copyrights are controlled by small companies can also be viewed as an advantage because those owners who often are the creators or their descendants will seek innovative ways to maximize the potential of these valuable assets. Jazz writers Billy Taylor, Herbie Hancock, Ron Carter and Bob James have all had major commercials using their music. These same people and others have also had their songs in major motion pictures and TV uses of Jazz date all the way back to the Peter Gunn theme of the '50's and even earlier. Many jazz composers seek to retain the publishing rights to their material as has been successfully done by Horace Silver and Thelonious Monk. And legitimate publishers have made

significant contributions to the works of Duke Ellington and Fats Waller. Whichever way a writer chooses to go the good song will increase in value and generate income over many years as the copyright term in the United States now continues for the life of the author plus 70 years.

The music business is also a great career for the non composer or performer. There are job opportunities in publishing sometimes overlooked by the young person enamored of the record business and its obvious appeal. My first job in this business was with a music publisher and I use that knowledge and those contacts to this day.

Harry Armstrong was on to something in 1896. And 108 years later that business is still growing and thriving. And somewhere you can bet, there's a group singing Sweet Adeline.

Alan S. Bergman and Associates, P.C.
19 West 44th Street
New York, NY 10036
Tel: (212) 944-1630
<http://www.alanbergman.com>
E-Mail: alanbergman@alanbergman.com

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