



BERNETTIA MUSIC CO.
6290 Sunset Blvd. Suite 312
Hollywood 28, California

STANDARD UNIFORM SONGWRITERS CONTRACT

AGREEMENT made this **12th** day of **June**, 19**64** between

BERNETTIA MUSIC CO. (hereinafter called "Publisher"), and **ALAN FRED and BUDDY WHEELER**

jointly and/or severally, (hereinafter called "Writer(s)");

WITNESSETH:

1. The Writer(s) hereby sells, assigns, transfers and sets over unto the Publisher, its successors and assigns, a certain heretofore unpublished original musical composition, written and/or composed by the above named Writer(s) now entitled

BIG DADDY

including the title, words and music thereof, the worldwide copyright thereof and the right to secure copyright therein throughout the entire world and to have and to hold the said copyright together with all of their right, title and interest, both legal and equitable therein, including but not limited to the sole and exclusive worldwide publication, mechanical, electrical reproducing, transcription and motion picture rights and the right of public performance by radio, television and other means and all other rights now known or hereafter to come into existence, subject to the terms of this agreement.

2. The Writer(s) represent that they are the sole authors and composers of the music and lyrics constituting the musical composition; that said music and lyrics are their own original work and creation; and that neither said music or lyrics nor any part thereof are a copy of any other copyrighted work. The Writer(s) further represent that they have not sold, assigned, leased, licensed or in any other way disposed of or encumbered the rights herein granted to the Publisher and that they have the right to make this agreement.

3. In consideration for and in full payment of the aforesaid sale, the Publisher hereby agrees to pay jointly to the Writer(s) with respect to the musical composition as follows:

- (a) An advance of \$ **1.00** in hand paid, receipt of which is hereby acknowledged, which sum shall be deductible from any payments hereafter becoming due the Writer(s) under this agreement.
- (b) () cents per copy for each and every regular pianoforte copy thereof, and () cents per copy for each and every dance orchestration thereof published and sold by and paid for to the Publisher in the United States and Canada.
- (c) (10%) percent of the retail selling price upon each and every printed copy of each and every other arrangement and edition thereof published and sold by and paid for to the Publisher in the United States and Canada, except that in the event that the said work shall be used or caused to be used in whole or in part in conjunction with one or more other musical compositions in a folio or album, the writer(s) shall be entitled to receive that proportion of said (10%) percent which the musical composition shall bear to the total number of musical compositions contained in such folio or album.
- (d) (50%) percent of any and all net sums actually received by the Publisher from the mechanical rights, motion picture synchronization and television rights and from all other rights therein (except as otherwise specifically provided for herein) in the United States and Canada, except that the Writers(s) shall not be entitled to share in any sum or sums received by the Publisher from the American Society of Composers, Authors and Publishers or from Broadcast Music Inc. or from any performance rights organization which pays performance fees directly to songwriters.
- (e) (50%) percent of any and all net sums actually received by the Publisher from sales and uses of the musical composition in countries outside of the United States and Canada.
- (f) The sum of Twelve Dollars and Fifty Cents (\$12.50) as and when the Said Composition is published in any folio or composite work or lyric magazine by a licensee of the Publisher."

4. The Publisher shall not be required to pay any royalties on professional or complimentary copies or any copies which are distributed gratuitously to performing artists or orchestra leaders or for advertising or exploitation purposes.

5. The Publisher agrees that within 45 days after each June 30th and each December 31st of each year hereafter during which revenues derived hereunder are received by the Publisher, it will prepare and furnish to the writer(s) statements showing any royalties which may have accrued to the Composers hereunder, during the prior six month period covered thereby, and each such statement shall be accompanied by a check or checks in payment of any and all sums shown to be due thereby.

6. It is understood and agreed by and between all of the parties hereto that all sums hereunder payable jointly to the Writer(s) shall be divided amongst them respectively as follows:

Name	Share
ALAN FREED <i>Alan Freed</i>	50%
BUDDY WHEELER <i>Buddy Wheeler</i>	50%

7. The Writer(s) or his representative may appoint a certified public accountant who shall at any time during usual business hours have access to all records of the Publisher relating to the said composition for the purpose of verifying royalty statements rendered or which are delinquent under the terms hereof.

8. (a) The Publisher shall, upon written demand of the Writer(s) or his (their) representative, cause the agent, trustee or administrator referred to above, to furnish to the Writer(s) or his (their) representative, statements showing in detail all licenses granted, uses had and payments made in connection with said composition, which licenses or permits were granted, or payments were received, by or through said agent, trustee or administrator, and to permit the Writer(s) or his (their) representative to inspect at the place of business of such agent, trustee or administrator all books, records and documents of the agent, trustee or administrator relating thereto.

(b) The Publisher shall from time to time, upon written demand of the Writer(s) or his (their) representative, furnish to the Writer(s) or his (their) representative, statements showing in detail all licenses granted, uses had and payments made therefor in connection with said composition (other than licenses, uses and payments for commercial phonograph records and music rolls) for which licenses or permits were granted or payments received by the Publisher without the intervention of said agent, trustee or administrator, and to permit the Writer(s) or his (their) representative to inspect at the place of business of the Publisher, all books, records and documents relating to said composition and all licenses granted, uses had and payments made therefor, such right of inspection to include, but not by way of limitation, the right to examine all original accountings and records relating to uses and payments by manufacturers of commercial phonograph records and music rolls. Nothing in this paragraph contained, furthermore, shall be deemed or construed to relieve the Publisher of its obligation to pay royalties on the use of said composition on commercial phonograph records and music rolls or the obligation to include a statement of such royalties in the periodical royalty statements to be rendered to the Writer(s).

9. In the event that the Publisher shall fail or refuse, within sixty days after written demand, to furnish said statements, or cause the same to be furnished, or to make available or cause to be made available to the Writer(s) or his (their) representative all of such books, records or documents as aforesaid, or in the event that the Publisher shall fail to make the payment of any royalties due within thirty days after written demand therefor, then the Writer(s) shall have the option, to be exercised upon ten days' written notice, to terminate this agreement.

Upon such termination, all rights of the Publisher, of any and every nature, in and to said composition, shall cease and terminate and the said rights, including but not limited to the right to secure copyright and/or any copyright theretofore secured by the Publisher, shall revert to and become the property of the Writer(s) and shall be assigned to him (them). The Publisher agrees that it will execute any and all assignments or other documents which may be necessary or proper to vest the said rights in the Writer(s).

10. Written demands and notices provided for in Paragraphs 8 and 9 hereof shall be sent to the Publisher by registered mail.

11. The Writer(s) hereby authorize and empower the Publisher to renew, pursuant to law, for and in the name of the Writer(s) if living, the copyright of the said musical composition, and to execute and deliver in the name of the Writer(s) a formal assignment of such renewal copyright to the Publisher, for its own use and benefit subject to the payment of the same royalties as hereinbefore provided.

12. The Writer(s) hereby consent to the assignment of this contract or the said musical composition or the copyright thereof or any and all of the rights therein secured by the Publisher to any person, firm or corporation whatsoever, subject, however, to the payment of the royalties herein specified.

13. Any legal action brought by the Publisher against any alleged infringer of said composition shall be initiated and prosecuted at his sole expense, and of any recovery made by him as a result thereof, after deduction of the expense of the litigation, a sum equal to fifty percent shall be divided as agreed among the Writer(s) of the said composition.

(a) If a claim is presented against the Publisher alleging that the Said Composition is an infringement upon some other and because thereof the Publisher is jeopardized, he shall thereupon serve written notice upon the Writer(s) containing the substance of such claim and thereafter, until the claim has been adjudicated or settled, shall pay any monies coming due the Writer(s) hereunder to any bank, to be held pending the outcome of such claim; provided, however, if no suit be filed within twelve (12) months after written notice to the Writer(s) by the Publisher of the adverse claim, the Publisher shall pay to the Writer(s) all sums held as aforesaid. Such payment shall be without prejudice to the rights of the Publisher in the event of a subsequent adverse adjudication."

(b) From and after the service of a summons in a suit brought against the Publisher in respect of Said Composition, and which suit threatens the title or any right of the Publisher with respect to Said Composition, any and all payment thereafter coming due to the Writer(s) shall be held in abeyance until the suit has been finally adjudicated, unless the Writer(s) shall elect to file an acceptable bond in the sum of such royalties earned, in which event the sums due shall be paid to the said Writer(s)."

14. The parties hereto hereby agree to submit to arbitration under the rules of the American Arbitration Association, and pursuant to the California Arbitration Law any differences arising in relation to the payment of royalties due or in default hereunder, and hereby agree individually and jointly to abide by and perform any award rendered by the arbitration and that a judgment of the Supreme Court of the State of California may be entered upon such award.

15. This agreement is binding upon the parties hereto and their respective successors in interest.

16. identical copies hereof are executed by the parties, the original copy of which shall remain in the possession of the Publisher, the duplicate in possession of the Writer(s)

IN WITNESS WHEREOF the Writer(s) have hereunto set their hands and seals and the Publisher has caused these presents to be signed by a duly authorized officer the day and year first above written.

Witness: _____

Writer *Alan Freed* (L.S.)
ALAN FREED

Address _____

Witness: _____

Writer *Buddy Wheeler* (L.S.)
BUDDY WHEELER
Address 2731 W. Glenrosa
Phoenix, Arizona

Writer _____ (L.S.)

Address _____

Witness: _____

Writer _____ (L.S.)

Address _____

Witness: _____

PUBLISHER:
By *Joe Greene*
JOE GREENE - Pres.