

6. The Publisher shall render the Writer (s), as above, on or before each August 15th covering the six months ending June 30th; and each February 15th covering the six months ending December 31st, royalty statements accompanied by remittance for any royalties due thereunder.

7. Anything to the contrary notwithstanding, nothing in this agreement contained shall obligate the Publisher to print copies of said composition or shall prevent the Publisher from authorizing publishers, agents and representatives in countries inside and outside of the United States from exercising exclusive publication and all other rights in said foreign countries in said composition on the customary royalty basis; and nothing in this agreement shall prevent the Publisher from authorizing publishers in the United States from exercising exclusive publication rights and other rights in the United States in said composition, provided the Publisher shall pay the Writer (s) the royalties herein stipulated.

8. The Writer (s) may appoint a certified public accountant who shall, upon written request therefore, have access to all records of the Publisher during business hours relating to said composition for the purpose of verifying royalty statements hereunder.

9. The Writer (s) hereby consent to such changes, adaptations, dramatizations, transpositions, editing and arrangements of said composition, and the setting of words to the music and of music to the words, and the change of title as the Publisher deems desirable. The Writer (s) hereby waive any and all claims which they have or may have against the Publisher and/or its associated, affiliated and subsidiary corporations by reason of the fact that the title of said composition may be the same or similar to that of any musical composition or compositions heretofore or hereafter acquired by the Publisher and/or its associated, affiliated and subsidiary corporations. The Writer (s) consents to the use of his (their) name and likeness and the title to the said composition on the music, folios, recordings, performances, player rolls and in connection with publicity and advertising concerning the Publisher, its successors, assigns and licensees, and said composition, and agrees that the use of such name, likeness and title may commence prior to publication and may continue so long as the Publisher shall own and/or exercise any rights in said composition.

10. Written demands and notices other than royalty statements provided for herein shall be sent by registered mail.

11. Any legal action brought by the Publisher against any alleged infringer of said composition shall be initiated and prosecuted at the Publisher's sole expense, and of any recovery made by it as a result thereof, after deduction of the expense of the litigation, a sum equal to thirty-three and one-third (33-1/3) per cent shall be paid to the Writer (s).

(a) If a claim is presented against the Publisher in respect of said composition, and because thereof the Publisher is jeopardized, it shall thereupon serve written notice upon the Writer (s), containing the full details of such claim known to the Publisher and thereafter until the claim has been adjudicated or settled shall hold any moneys coming due the Writer (s) in escrow pending the outcome of such claim or claims. The Publisher shall have the right to settle or otherwise dispose of such claims in any manner as it in its sole discretion may determine. In the event of any recovery against the Publisher, either by way of judgment or settlement; all of the costs, charges, disbursements, attorney fees and the amount of the judgment or settlement, may be deducted by the Publisher from any and all royalties or other payments therefore or thereafter payable to the Writer (s) by the Publisher or by its associated, affiliated, or subsidiary corporations.

(b) From and after the service of summons in a suit for infringement filed against the Publisher with respect to said composition, any and all payments thereafter coming due the Writer (s) shall be held by the Publisher in trust until the suit has been adjudicated and then be disbursed accordingly, unless the Writer (s) shall elect to file an acceptable bond in the sum of payments, in which event the sums due shall be paid to the Writer (s).

12. "Writer" as used herein shall be deemed to include all authors and composers signing this agreement.

13. The Writer (s), each for himself, hereby irrevocably constitute and appoint the Publisher or any of its officers, directors, or general manager, his (their) attorney and representative, in the name (s) of the Writer (s), or any of them, or in the name of the Publisher, its successors and assigns, to make, sign, execute, acknowledge and deliver any and all instruments which may be desirable or necessary in order to vest in the Publisher, its successors and assigns, any of the rights hereinabove referred to.

14. The Publisher shall have the right to sell, assign, transfer, license or otherwise dispose of any of its rights in whole or in part under this agreement to any person, firm, or corporation, but said disposition shall not affect the right of the Writer (s) to the royalties hereinabove set forth.

15. This agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives and assigns, and represents the entire understanding between the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

By Mr. Robert Malbyway (K.S.)
Wideopen Publishing Company

Writer Ernest Walker
Ernest Walker

Address 2718 Indian Reserve Rd. Alpena, Mich.
Phone: 517-354-2298

Writer _____

Address _____

Writer _____

Address _____

PLEASE SHOW PERMANENT MAILING ADDRESS

