

STATE OF ILLINOIS:
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COUNTY OF COOK :
 :


AGREEMENT

This agreement made and entered into this 24th day of February, 1959, by and between K H T B Productions, Inc., a film producing company of Chicago, Cook County, Illinois, hereinafter referred to as Party of the First Part, and the Enterplan Publishing Company, BMI, a music publishing company of Chicago, Cook County, Illinois, hereinafter referred to as Party of the Second Part, witnesseth as follows:

W I T N E S S E T H

Said Party of the First Part, in consideration of the use of the musical compositions entitled BLUES AT MIDNITE, DEMONS LULLABY, URNACK, SUPER BLONDE, and CALL FOR ALL DEMONS on the soundtrack of its semi-documentary film entitled, "The Cry of Jazz," hereby covenants, agrees and promises to pay said Party of Second Part in the manner hereinafter referred to in this agreement.

Said parties hereby agree, covenant and stipulate that said Party of First Part will display, publish and give certain credits to said Party of Second Part for non-theatrical music rights, royalty free, for use of said musical compositions in the manner heretofore described, aforesaid, in the showing, displaying and filming of the said semi-documentary film entitled, "The Cry of Jazz," which said documentary film is owned and produced by said Party of First Part and which music therein, aforementioned, is owned by said Party of Second Part.

The Parties further agree, covenant and stipulate that said Party of First Part is to give credits and said Party of the Second Part is to receive same by the Party of First Part giving credit titles to the writers and only the particular writers, Le Sun Ra and Julian Priester, of the said musical compositions aforesaid, giving publicity as to the availability of the music on Saturn record album #0216, and will mention the names of the aforementioned writers of said musical compositions in the publicity and promotion of said semi-documentary film, aforesaid. 

Provided, however, this said agreement is not binding on either party and shall become null and void should the showing, filming and displaying of said documentary film, aforesaid, extend to Television Network and/or Theatrical Motion Picture Circuits or should same be heard on AM Radio.

The Parties further stipulate, agree and covenant that nothing in this agreement, shall cause the Party of Second Part to waive its rights to receive the customary royalties provided by law and regulations in the event said semi-documentary film, aforesaid, is displayed, filmed or shown on Television Network and/or Theatrical Motion Picture Circuits or is heard on AM Radio.

It is hereby stipulated and agreed that all of the provisions of this said agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors or assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to these PRESENT, have hereunto set their hands and seals the day and year first above written.

Enterplan Publishing Company
Party of Second Part

BY _____
Herman S. Blount

BY _____
Alton Abraham

K H T B Productions, Inc.
Party of First Part

BY _____
Edward O. Bland, Secretary

BY _____
Nelam L. Hill, Treasurer

PERMISSION SLIP

JANUARY 1, 1959.

I hereby authorize K H T B Productions, Inc., to take and use photographs of me in a motion picture. I acknowledge receipt of one dollar in hand paid.

1. *Sun Ra*
2. *Marshall B. Allen*
3. *John E. Gilmore*
4. *Nathaniel N. Poyer*
5. *Laundine Patrick*
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