



The American Tobacco Company
INCORPORATED
111 Fifth Avenue
New York 3, N.Y.

July 1, 1947

Sportamen Enterprises, Inc.

Los Angeles, California

Gentlemen:

Your signature in the space below will confirm the following agreement made between us this date:

1. You represent and warrant that you have the authority to enter into contracts for the services of the "Sportamen Quartet", a vocal group which has heretofore regularly appeared on "The Jack Benny Program" over the radio. You agree to furnish the services of said Quartet to us as hereinafter provided.
2. The term of this agreement shall be deemed to have commenced on the date hereof and shall continue until all services of said Quartet in connection with one motion picture and sound track thereof, including all relation thereto, have been completed. Said motion picture shall be deemed to refer to a commercial motion picture to be used by us without restriction in the promotion of our radio programs and in the sale of our products.
3. You agree that we shall own and have the right to use all rights of every kind in and to the motion picture and sound track of the services of said Quartet, including the use of all their appearances made by said Quartet hereunder, including the right to make reproductions thereof and to use all photo copies and/or recordings in connection with said motion picture. You further grant to us the right to use the names of the Artists who comprise the Quartet and/or the "Sportamen Quartet" in connection with said motion picture.
4. The services to be rendered by said Quartet shall be rendered at said place or places to be designated by us at Los Angeles, California.

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5. On condition that said Quartet performs all services to be performed by such Quartet hereunder, we agree to pay you as compensation in full therefor and for all rights herein granted and/or agreed to be granted to us the sum of \$650.00, which sum shall be payable within 10 days following the satisfactory completion of said motion picture and sound track thereof, but in any event, not later than August 2, 1947.

It is agreed that for the purpose of this agreement you are acting as an independent contractor and not as our employee, and you agree to assume all responsibility in making payment to said Quartet and in making all necessary reports, withholdings and payment of taxes required by any law or ordinance, and you agree to indemnify and hold us harmless against all claims of said Quartet on account of payment of compensation for their services hereunder, or arising out of the exercise by us to the fullest extent of the rights granted us hereunder or arising out of any other matter referred to in this or the preceding sentence.

Very truly yours,

THE AMERICAN TOBACCO COMPANY

BY R. L. Weaver

APPROVED AND ACCEPTED:

SPORTSMEN ENTERPRISES, INC.

BY Jack Stewart