

[Contract between RCA Manufacturing Company and Woody Guthrie, April 24, 1940]

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RCA MANUFACTURING COMPANY, INC.

A RADIO CORPORATION OF AMERICA SUBSIDIARY *Camden, New Jersey*

Mr. Woody Guthrie 203 W. Craven Ave., Pampa, Texas,

Date April 24, 1940

Dear Sir:

ARTISTS LETTER AGREEMENT

1. This Letter Agreement will constitute an agreement between you and RCA Manufacturing Company, Inc. (herein called "the Company") for the rendering of personal services by you in connection with the production of phonograph records. containing Dust Bowl Songs of your own composition or arrangement.

2. This Agreement shall remain in effect for a period of one year from the date hereof, and during that period you will, at mutually convenient times, come to and perform at the Company's recording studios for the purpose of recording twelve (12) selections, or more than this number if the Company so desires.

In consideration of this agreement and without further payment than as herein provided, you grant to the Company, its associates, subsidiaries and nominees (1) the right to manufacture, advertise, sell, lease, license or otherwise use or dispose of in any or all fields of use, throughout the world, or to refrain therefrom, throughout the world or any

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part thereof, records embodying the performances to be recorded hereunder, upon such terms and conditions as the Company may approve; (2) the right to use your name and photograph, if desired, in connection with the exploitation of said records; and (3) all rights in and to the matrices and records, and the use and control thereof, upon which are reproduced the performances to be recorded hereunder.

3. The Company will pay you for the rights granted herein, and the services to be rendered hereunder, a royalty of 5 % of the retail list price of records in the country of manufacture, if pressed in North or South America, China or Japan, and a royalty of 5 % of the retail list price in England for all records sold elsewhere, for each double-faced record manufactured and sold by the Company on both faces of which are embodied any of the selections recorded hereunder. In case of records manufactured and sold by the Company on only one face of which is embodied a selection recorded hereunder, the amount of royalty shall be one-half of the amount set forth above. Royalties are to be computed in the national currency of the country where the list prices above mentioned apply, and are payable in the dollar equivalent at the rate of exchange at the time of payment. Payment of royalties on records sold in foreign countries shall be made only if the Company itself receives payment thereof. This payment will also cover our use of your compositions or arrangements. recorded hereunder.

The Company further agrees that within ten days after each master record recorded hereunder has been approved by an authorized representative of the Company, it will pay you the sum of Twenty-five Dollars, as an advance payment against the royalties to be earned under this contract and said payment shall be deducted from said royalties at the time of settlement therefor.

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“GO RCA ALL THE WAY”

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4. Payment of accrued royalties shall be made semi-annually, on the first day of May for the period ending March 31 and on the first day of November for the period ending September 30 of each year. The Company, however, shall have the right to deduct from the amount of any statements, or accounts of royalties due, the amount of royalties previously paid to you on records subsequently returned, either as defective or on exchange proposition.

5. You agree that during the period of this Agreement you will not perform for any other person, firm, or corporation, for the purpose of producing records, that after the expiration of this Agreement you will not record for anyone else any of the musical selections recorded hereunder, and that in the event of a breach of this covenant, the Company shall be entitled to an injunction to enforce same, in addition to any other remedies available to it.

6. If any instrumental musicians whose services are engaged hereunder are members of the American Federation of Musicians, the following provision shall be deemed to be a part of this agreement:

“As the musicians engaged under the stipulations of this contract are members of the American Federation of Musicians, nothing in this contract shall ever be construed as to interfere with any obligation which they owe to the American Federation of Musicians as members thereof.”

7. It is mutually understood and agreed that in the event the license issued to the Company by the American Federation of Musicians, and pursuant to which the Company engages the services of Federation members as instrumental musicians, should be revoked or terminated, with or without cause, and in the event you or any of the members of the musical organization are members of the Federation, this agreement shall be suspended until such time as the Company's license is restored, and if it is not restored within six months, then this agreement shall be deemed terminated.

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8. The Company shall have the privilege and option to extend this Agreement from the date of its expiration for a period equal to the term of this Agreement by giving to you notice in writing of its exercise of such option and its election to continue. Such notice shall be given to you personally or be mailed to your last known address not less than ten days prior to the expiration of this Agreement. Upon the giving of such notice this Agreement shall be continued and extended for such further period upon the same terms as those above set forth.

Kindly sign both copies of this letter, in the place provided to constitute this an agreement between us and return same for execution by the Company, whereupon one executed copy will be returned for your files.

Very truly yours, RCA MANUFACTURING COMPANY, INC.

By

Vice President

ACCEPTED AND AGREED TO: W.W. Guthrie

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