

# WARNER BROS.

RECORDS, INC.  
4000 WARNER BOULEVARD  
BURBANK, CALIFORNIA

April 22, 1965

Antonio Carlos Jobim - c/o Ray Gilbert  
Ipanema Music Corporation  
1700 Rising Glen Road  
Los Angeles, California 90069

Gentlemen:

1. We hereby engage your ~~exclusive~~ professional services in connection with the production of phonograph records. You hereby accept such engagement.

2. Recordings will be made at recording sessions in studios and at times designated by us during the term hereof. A minimum of the masters shall be recorded during the original term of this contract. Additional recordings may be made at our option. Should you during any term hereof record more than the minimum number of masters, we may, at our option, apply all or any part of the excess against the minimum number of masters for which we are obligated in any subsequent term, but the minimum number of masters for any term hereof shall in no event be reduced below eight (8). Should you fail to appear at any recording session, of which you have been given reasonable notice, for any reason other than a professional engagement of which you have notified us prior to the scheduling of such session, the minimum number of masters for the current term may, at our option, be reduced by the number of masters which were scheduled to have been recorded at such session. The selections to be recorded shall be designated by us after consultation with you. As to each recording session, a separate Form "B" contract on the form then approved by the American Federation of Musicians of the United States and Canada (herein called the "Federation") shall be entered into. No recording shall be made by dubbing. Transfer from master tape to lacquer master and other normal steps in the manufacturing process shall not be construed as dubbing for the purposes hereof.

3. We will pay you a royalty in respect of the recordings made during the original term hereof at a royalty rate of 5%, which royalty shall be computed and determined in the manner more particularly set forth in "Exhibit A" attached hereto and by this reference made a part hereof. In said "Exhibit A", you are referred to as "Artist" and we are referred to as "Company".

4. For your services hereunder, we will make or cause to be made a non-returnable payment to you within 14 days after the services are rendered, or earlier if demanded by any Local of the Federation in whose jurisdiction the recording engagement takes place.

Such payment shall constitute an advance against royalties as herein provided.

\* for 2 12" 33-1/3 rpm albums or their equivalent

\*\* and the arrangements, orchestrations and musicians used,

\*\*\* subject to our written approval of the recording budget prior to each recording session.



~~5. During the period of this contract, you will not perform or permit the use of your name, likeness or other identification or voice, or sound effects, for or in connection with the production, sale, distribution, advertising, publicity or exploitation of phonograph records for any person, firm or corporation other than us, except as follows:~~

~~Should you make any sound recordings for motion pictures, television, electrical transcriptions, or any other medium, such sound recordings may not be used for phonograph record purposes, together with your name, likeness or other identification, without our written consent. After the expiration of this contract, you will not perform any selection recorded hereunder for any other person, firm or corporation for the purpose of making phonograph records until the expiration of five (5) years from the expiration or termination of this or any subsequent agreement between us. You acknowledge that your services are unique and extraordinary.~~

6. All recordings made hereunder, or in violation of paragraph 5 hereof, together with all records and reproductions made therefrom and the performances embodied therein, shall be entirely our property, free of any claims whatsoever by you or any person deriving any rights or interests from you. Without limitation of the foregoing, we shall have the right to make records or other reproductions of the performances embodied in such recordings by any method now or hereafter known, and to sell and deal in the same under any trademarks or trade names or label designated by us, or we may, at our option, refrain therefrom. Nothing herein contained shall deprive you of any rights which may hereafter be created in your favor in or in connection with the use in public performances of recordings made hereunder.

7. We shall have the perpetual right to use and to allow others to use your name and likeness and biographical material concerning you for advertising and purposes of trade, and otherwise without restriction, in connection with the phonograph records made pursuant to this contract, and for any other purposes reasonably related to our phonograph record business. We shall not use or authorize any direct endorsement of any record or performance (except records or performances made hereunder) without your prior written consent.

~~8. Any composition recorded hereunder which is, at the time the decision to record the same is made, owned or controlled by you directly or indirectly, and which has not been previously recorded or exploited commercially to a substantial extent, shall be and is hereby assigned to us throughout the world, subject to payment of the customary royalties prevailing in the music publishing business. We may assign all or any part of our rights to any such composition to any established music publisher which is a member of an accredited performing rights society, which publisher may, but need not, be our subsidiary or affiliate. We may, at our option, release any such composition to you or your nominee, reserving, however, the non-exclusive mechanical reproduction rights therein upon our standard conditions and subject to payment of copyright royalties equivalent to the normal composer's share of mechanical fees. All royalties under this paragraph 8 shall be in addition to royalties otherwise payable hereunder.~~

\* or record an album which is similar in concept to or competitive with one recorded by you for us under this agreement



Should any master recorded hereunder consist of or include an arrangement or adaptation of a composition in the public domain, which arrangement or adaptation is, at the time the decision to record the same is made, owned or controlled by you directly or indirectly, and which arrangement or adaptation has not been previously recorded or exploited commercially to a substantial extent, such arrangement or adaptation shall be treated in all respects in the same manner as a composition under the preceding paragraph, except that no copyright royalties or mechanical fees shall be payable to you or anyone else with respect thereto.

9. Your agreement to perform hereunder is subject to proven detention by sickness, accidents, or accidents to means of transportation, riots, strike, epidemics, acts of God, or other legitimate conditions beyond your control. We may, at our option, extend the current term of this agreement for a period equivalent to all or any part of the period that any such conditions shall prevail or that you shall be in default hereunder. In the event of any such extension, the specific dates referred to in paragraph 13 hereof shall be postponed accordingly.

We agree that the Business Representative of the Local of the Federation, in whose jurisdiction you are recording hereunder, shall have access to the premises in which you perform for the purpose of conferring with you.

10. We represent that there does not exist against us, in favor of any member of the Federation, any claim of any kind arising out of musical services rendered for us. It is agreed that no member of the Federation will be required to perform any provisions of this contract or to render any service for us as long as any such claim is unsatisfied or unpaid in whole or in part; and we hereby assume liability for the amount thereof, if any.

11. (a) Our present employees who are members of the Federation and our future employees who shall be such members at the time their employment commences shall be continued in their employment as instrumental musicians by us only so long as they continue their membership in good standing in the Federation. You shall, on or before the 30th day following commencement of your employment hereunder as an instrumental musician, or the effective date of this agreement, whichever is later, become and continue to be a member in good standing of the Federation as a condition of your employment. The provisions of this paragraph shall not become effective unless and until permitted by applicable law.

(b) As to instrumental musicians referred to or engaged under the stipulations of this contract who are members of the Federation, and to the extent to which the inclusion and enforcement of this paragraph is not prohibited by any presently existing and valid law, nothing in this contract shall ever be construed as to interfere with any obligation which they may owe to the Federation as members thereof.

(c) Any member or members of the Federation who is or are parties to or are affected by this contract, whose services thereunder or covered thereby are prevented, suspended or stopped by reason of any lawful strike, ban, unfair list, order



or requirement of the Federation against any employer shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation or liability whatsoever, any other provisions of this contract to the contrary notwithstanding.

(d) All present provisions of the Constitution, By-Laws, rules and regulations of the Federation and of any Local of the Federation in whose jurisdiction the musicians employed hereunder shall perform (insofar as they are not in conflict with those of the Federation) are made a part of this agreement to the extent to which their inclusion and enforcement as part of this agreement are not prohibited by any presently existing and valid law. No changes in the Federation's Constitution and By-Laws, rules and regulations, or of such Locals, which may be made during the term of the "Phonograph Record Labor Agreement, January 1959" between the Federation and us shall be effective to contravene any of the provisions hereof. The provisions of any collective agreement between the Federation and us, the term of which shall be coordinate in whole or in part with the term of this agreement, are also made part of this agreement.

12. This agreement shall be personal to us and shall not be transferable or assignable by operation of law or otherwise, without the written consent of the Federation. Without such consent, we shall not transfer or assign this contract (or any part thereof) or give anyone else control over this contract or the services to be performed hereunder. Nevertheless, if the foregoing is violated and services are thereafter performed hereunder, the obligations and duties imposed by this agreement upon us shall be binding upon the transferee or assignee.

13. The term of this contract (Term No. 1) shall commence April 22, 1965 and shall continue thereafter until and including April 21, 1966.

You grant us separate consecutive options to renew this contract upon all of the terms and conditions herein contained for the following respective terms, during which the following royalty rates and minimum number of masters shall apply:

Term No.	Period		Royalty Rate	Minimum No. of Masters
	From	To		
2	April 22, 1966	April 21, 1967	5%	2 - 12 33-1/3 rpm albums or their equivalent

Each option may be exercised by us by giving you notice in writing at least 10 days before the expiration of the preceding term. On failure to exercise any option, all remaining options lapse. Until further written notice from you to us, your address for purposes of notice shall be the same as shown on the face hereof.



14. As used herein, the term "master" means an original sound recording or combination of recordings, whether on magnetic recording tape or wire, lacquer or wax disc, or any other substance or material now known or unknown and which has been accepted by us for use in the manufacture of phonograph records and which embodies your performance. Any master exceeding  $5\frac{1}{2}$  minutes playing time shall be considered 2 masters and any master exceeding  $10\frac{1}{2}$  minutes playing time shall be considered 3 masters, etc.

As used herein, "phonograph record", the noun "record", or their equivalent mean and include all conventional types of phonograph records now in use, as well as tap recordings of all types, and any other products and devices now known or unknown by which sound may be recorded for later transmission to listeners, whether in the immediate presence of a reproducing instrument or device or via radio, television or any other medium. Said terms do not, however, include transcriptions designed for use exclusively on radio or television, or sound motion pictures, kinescope recordings or any other device by which both picture and sound may be transmitted to the audience simultaneously, except that if it becomes a general practice in the phonograph record industry to record the type of selections which are now customarily recorded on conventional phonograph records by motion picture film, electronic tape or any other device by which both picture and sound can be projected, transmitted or played back simultaneously, such films, tapes or other devices shall thereafter be considered phonograph records for the purposes hereof and the negative film tapes or other original recording and/or photographs shall be considered masters for the purposes hereof.

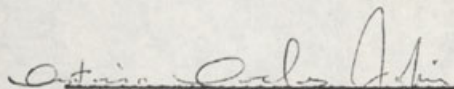
As used herein, "selection" means a musical composition or medley consisting of words and/or music, whether protected by copyright or in the public domain.

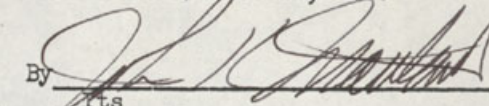
As used herein, "union scale" means the applicable minimum payment required to be made under the Phonograph Record Labor Agreement of January 1959 between the Federation and us or any other collective bargaining agreement which may be applicable and controlling with respect to this agreement. References herein to the Federation shall be deemed to refer also to any other properly designated labor organization or organizations, as defined and determined under the applicable law, representing persons rendering services of the type and character required to be rendered by you hereunder. You agree that you will, during the entire term hereof, be and remain a member of the Federation or any such other labor organization or organizations.

Very truly yours,

APPROVED AND ACCEPTED:

WARNER BROS. RECORDS, INC.

  
 \_\_\_\_\_  
 ANTONIO CARLOS JOBIM

By   
 \_\_\_\_\_  
 Its



## COMPUTATION OF ROYALTIES

(a) Royalties payable hereunder shall be computed at the applicable royalty rate on the basis of the retail list price, less all excise, sales and use taxes and other taxes in the nature of sales and/or use taxes, however designated, in respect of either 90% of Company's gross sales, or 100% of Company's net sales (at Company's option from time to time and as to each record and territory) of all phonograph records embodying Artist's performances, except as hereinafter provided.

Company's net sales of any record shall be determined on the basis of the number of copies of such record sold by Company and for which Company has been paid, after all returns, rebates, credits, cancellations, exchanges, etc., and prior to final determination thereof Company may set up reasonable reserves therefor. The retail list price of records sold in the United States, its territories and possessions, shall be the list price per record upon which Company computes its distributor discounts, and in the case of records sold in albums, jackets, boxes, cartridges, magazines, or any other device or container, other than stock factory sleeves, said list price of replacement records. As to records sold outside the United States, its territories and possessions, the retail list price shall be the list price per record for retail sales in the country of manufacture, or the United States, England, the country of sale, or the country of export or import, at Company's option. All royalties shall be computed in the national currency of the country involved, and shall be paid at the same rate of exchange as Company was paid, but if Company does not receive payment in U.S. dollars and elects to accept payment in a foreign currency, Company may deposit to Artist's account, and at Artists expense, in such currency, in a depository selected by Company, any payments so received as royalties applicable to this agreement and will notify Artist accordingly. Such deposit shall fulfill Company's obligation hereunder as to sales to which such royalty payments are applicable. All royalties under this agreement received from foreign sources shall be subject to any and all applicable foreign taxes.

(b) As to records sold directly to consumers or through record clubs or similar sales plans or devices and as to 12" disk type long-playing records (other than promotional records hereinafter provided for) on which the retail list price, as herein defined, is \$2.00 or less per record, or the equivalent in foreign currency, the royalty rate shall be one-half of the rate otherwise payable, or 2 1/2 %, whichever is less; provided, however, that no royalty shall be payable with respect to records given away as "bonus" or "free" records as a result of joining the club or plan and/or purchasing a required number of records. As to all other records not sold or distributed through retail stores or other regular distribution channels, such as, but not limited to, records sold as premiums or in connection with the sale of any other product, commodity or service, royalties payable hereunder shall be computed on the basis of the amount per record actually received or accounted for by Company or its subsidiaries. No royalty shall be payable with respect to records given away or furnished on a "no charge" basis for promotional purposes or as a sales inducement, or otherwise, to disk jockeys, radio and television stations or networks, motion picture companies, distributors, dealers, consumers or others.

Company shall have the right to include masters recorded hereunder in promotional long-playing records on which such masters and masters obtained from other sources are included, which promotional records are designed for sale at a substantially lower price than the price of regular long-playing records; but not more than two such masters recorded by Artist hereunder shall be included in any one such promotional record. No royalties shall be payable on sales of promotional records in accordance with the foregoing.

(c) As to records not consisting entirely of masters recorded hereunder, Artist's royalties otherwise payable hereunder shall be prorated on the basis of the number of masters recorded hereunder which are on such records compared to the total number of masters on such records. As to masters embodying Artist's performances hereunder, together with the performances of another artist or artists, Artist's royalty otherwise payable hereunder, and the recording costs otherwise chargeable to Artist with respect to such masters, shall be prorated on the basis of the number of artists whose performances are on such masters.

(d) All recording costs incurred by Company under this or any other agreement between the parties, with respect to masters as to which royalties are payable (or Artist's proper proportionate share of such costs), and all advance payments made to Artist by Company under this or any such other agreement shall be charged against Artist's royalties under this or any other agreement between the parties, if and when earned.

"Recording costs" means all costs incurred by Company for and with respect to the production of masters, as distinguished from manufacturing and distribution costs, including, without limitation, the cost to Company of all instrumental musicians, vocalists, conductors, arrangers, orchestrators, copyists, etc., payments to a trustee or fund based on wages to the extent required by any agreement between Company and any labor organization or trustee, and all other costs and expenses incurred by Company in producing masters hereunder, from time to time, and which are customarily recognized as recording costs in the phonograph record industry. Costs of any session which is delayed or cancelled because of Artist's unavailability shall, at Company's option, be allocated to recording costs of masters accepted by Company hereunder, or charged against any payments due Artist.

(e) Company will compute Artist's royalties (less recording costs and advances as aforesaid) within sixty days after June 30 and December 31 of each calendar year, and will pay such royalties (except for royalties deposited in foreign banks as aforesaid) to Artist in accordance with such computation within said sixty day period. All royalty statements and other accounts rendered by Company shall be binding upon Artist and not subject to any objection for any reason, unless such objection is made in writing, stating the basis thereof, and delivered to Company within ninety days from the date of such statement or account, and after such notice of objection, unless suit is instituted within ninety days after the date upon which Company notifies Artist that it denies the validity of the objection.

EXHIBIT "A"



# WARNER BROS.

RECORDS, INC.  
4000 WARNER BOULEVARD  
BURBANK, CALIFORNIA

March 9, 1966

## NOTICE OF EXERCISE OF OPTION

Name ANTONIO CARLOS JOBIM

Address c/o Ray Gilbert, Ipanema Music Corporation, 1700 Rising Glen Rd. L.A. Calif.

Re: Contract Dated April 22, 1965 Term No. 2

Commencing April 22, 1966 Ending April 21, 1967

Royalty Rate 5% Minimum number of masters 2 12" 33-1/3rpm  
albums or their  
equivalent

Advance per master Union scale

NOTICE IS HEREBY GIVEN that the undersigned, WARNER BROS. RECORDS, INC., has exercised and hereby exercises its option under the contract referred to above, for and with respect to the Term specified, upon and subject to all of the terms and conditions set forth above and in said contract,

CERTIFIED MAIL R.R.R.

WARNER BROS. RECORDS, INC.

Dated March 9, 1966

By *Frank West*  
(Its) Frank West President