

LORENZ publishing company

501 E. THIRD STREET, DAYTON, OHIO 45401 • AREA CODE 513 • TELEPHONE 228-6118



April 14, 1966

Mrs. James Martin
5779 Kevin Drive
Dayton, Ohio 45432

Dear Mrs. Martin:

How nice to hear from a Dayton composer. We thank Mr. Peery for suggesting that you send your music to us. If you will allow us to revise the words and the music, we propose to buy it for \$17.50 for use in our CHOIR HERALD magazine. Since I presume your sister-in-law is the author of the text, we will proceed on the assumption that you as composer have her permission for the use of the text. A note from her to that effect should be returned to us for our files.

Sincerely yours,

Howard Zettervall,
Executive Editor

HZ:am
Enc.



Lorenz Publishing Company's Conditions of Acceptance of a Manuscript

1. Two copies of a "Sale of Manuscript" contract are enclosed. Please sign both copies and return both copies to Lorenz. We will then sign acceptance and return one copy to you with our check.

2. If the accepted number is eventually selected for separate publication it will be eligible for the bonus fees described in the accompanying sheet, "Additional Payments to Composers."

3. Check mark here indicates that we reserve the right to revise the words or the music or both. Revisions are submitted to the composer only by special request. Musical credit in the published version will be given only to your name as composer unless you specifically request that the arranger's name be added to yours, or unless the revision is of such importance that an arranger's name seems advisable to us. We reserve the right in all cases to make the musical notation conform to our own system.

Proofs will be sent before publication. Proofs will be sent only on request.

4. If this number has been copyrighted by you or anybody else it is imperative that the certificate of copyright be sent to us with the signed contracts. We will then prepare an assignment for you to execute.

5. In purchasing the rights to this number we must require that any copies at present in your possession be used only for your own personal use and not sold or loaned to any other individual or organization.

6. Because of a demanding schedule we cannot promise prompt publication. Upon publication, however, complimentary copies are sent to the composer.

7. A check here indicates that a biographical sketch sheet is enclosed; please fill it out and return it for our files.

8. Form letters such as this are necessary in this systematic world. We wish it were not necessary to be so cold. If this is your first sale to Lorenz we hope it is only the first step in a long and fruitful association. If you have contributed previously, we hope we can continue our association for many years to come.

Ed Lorenz
Ed Lorenz, Publisher

SALE OF MANUSCRIPT

1. IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration paid to the Undersigned, the Undersigned hereby sells, assigns, grants, conveys, transfers, and sets over to LORENZ PUBLISHING COMPANY (a limited partnership consisting of Edmund B. Lorenz, General Partner; and Ellen Jane Lorenz Porter, Steven R. Lorenz, and Geoffrey R. Lorenz, Limited Partners; all of Dayton, Ohio); (hereinafter referred to as "PUBLISHER") its successors and assigns, the musical work (s) and the original manuscript (s) thereof, now entitled:

"Help Me, O Lord" Ms. Ident. No. A4993 The Choir Herald \$17.50

consisting of **song, original music, original words by Jeanne Martin used by permission, privilege of revision of words and music,**

hereafter called the "WORK (S)," including the title, words (if any), and music thereof, the right to secure copyright therein for all countries of the world in the name of PUBLISHER and all of Undersigned's right, title, and interest in and to the WORK (S), the copyright thereof and any renewals or extensions of copyright in the WORK (S) for all countries of the world.

2. Without in any way limiting the generality of Paragraph "1" hereof, the rights herein transferred by Undersigned to PUBLISHER shall include the sole and exclusive right:

- (a) to print, publish, and sell the WORK (S);
- (b) to make versions, revisions, and arrangements of the WORK (S) and to translate the text (if any) to other languages;
- (c) to change the title of the WORK (S);
- (d) of performance of the WORK (S) including without limit thereto, performance in churches, on stage, radio, television and music halls, hotels and motion pictures (subject to any rights granted to American Society of Composers, Authors, and Publishers, or any similar performance rights society) and to rent all material necessary to the performance of the WORK (S);
- (e) to reproduce the WORK (S) mechanically, electrically, electronically, or photographically;
- (f) to record and synchronize the WORK (S) with motion pictures, television, and other audio-visual productions;
- (g) to license or assign to others upon such terms as PUBLISHER may determine in its discretion any or all of PUBLISHER'S rights in the WORK (S); and
- (h) any and all other rights now known or hereinafter to become known in the WORK (S).

3. Undersigned hereby irrevocably appoints the PUBLISHER and its employees his true and lawful attorney to apply for and obtain any and all renewals or extensions of copyright of the WORK (S) in Undersigned's name and to assign such extended or renewed copyright to PUBLISHER, hereby specifically authorizing PUBLISHER to execute and deliver in his name and on his behalf any and all documents necessary to obtain such renewals or extensions of copyright, and to assign the same to PUBLISHER. Nothing herein contained shall obligate PUBLISHER to apply for any renewal or extension of copyright.

4. Undersigned represents and warrants to PUBLISHER that he is the sole author and / or sole composer and / or sole owner of the WORK (S); that it is free from all encumbrances; that he has the lawful right to make this assignment and that the WORK (S) is original and does not infringe upon any existing copyright in whole or in part.

5. Undersigned agrees:

- (a) That he will furnish to PUBLISHER all manuscripts necessary for the publication of the WORK (S);
- (b) That at the request of PUBLISHER, he will read and correct proofs of the WORK (S) promptly and pay for the costs of all changes or alterations made by him in the proofs (as distinguished from engravers' or printers' errors);
- (c) That he will indemnify and hold the PUBLISHER harmless from any claims, suits, or judgements made or entered against PUBLISHER, together with all costs and expenses including legal fees incurred by PUBLISHER in connection therewith, based upon breach of any representation or warranty contained in Paragraph "4" hereof;
- (d) That he will, at PUBLISHER'S request, execute any and all documents necessary or desirable to give full effect to the terms of this assignment.

6. PUBLISHER agrees to deliver to Undersigned free of all cost or transportation charges, immediately upon publication, at least twelve (12) copies of the WORK (S) in its first published arrangement, and two (2) copies of the WORK (S) in each and every subsequent arrangement, and to sell to him further copies for his personal use at the lowest trade rates.

(See Over)

(Continued from reverse side)

7. The Undersigned confirms and agrees that the consideration paid to him upon the execution and delivery hereof, receipt of which is hereby acknowledged, is full and complete payment for the sale and transfer hereby made.

8. Where Undersigned is two or more individuals who sign hereinbelow, the term 'Undersigned' shall be understood to include all authors, composers, and owners of the WORK (S); and the representations and warranties herein contained shall be deemed to be both joint and several on the part of all the Undersigned.

IN WITNESS WHEREOF the Undersigned has hereunto subscribed his name this 19th day of April 1966

Jean Martin

ACCEPTED AND AGREED TO:

LORENZ PUBLISHING COMPANY

By Edmund B. Lorenz
General Partner

Sale of Manuscript

by

Jean Martin

to

Lorenz Publishing Co.,

for

"Help Me, O Lord"