

Your Copy

PERFORMER'S EXCLUSIVE MANAGEMENT CONTRACT

THIS AGREEMENT, made and entered into this 11th day of July, 19 70, by and between Harold Weisberg of the City of Frederick, State of Maryland, hereinafter referred to as "performer", and Associated Personalities, having its principal office in the City of Minneapolis, State of Minnesota, hereinafter referred to as "manager".

WITNESSETH:

ONE: Performer hereby employs and appoints manager to render its services to him as his sole and exclusive manager and personal representative for procuring speaking engagements and any other activity deemed a performance throughout the whole world for a period of 1 year from and after the date hereof, unless if this Agreement shall be terminated sooner in the manner hereinafter provided. Radio, film and television commercials, though deemed a performance, are specifically excluded from this contract.

TWO: Manager agrees, during the period hereof, to use all reasonable efforts to procure speaking engagements and other performances for Performer, and at the request of Performer to advise him in matters concerning his professional interests.

THREE: Manager is hereby granted by Performer sole authority to collect any and all compensation due Performer from any and all sources whatsoever, with the mutual understanding that within five days from receipt by Manager of any compensation earned by, or for the benefit of, Performer, Manager will pay to Performer that

compensation, less the sums payable to Manager, as hereinafter provided. Provided further, that Performer shall not give any public or private auditions, performances, exhibitions, or accept speaking engagements, whether for compensation or otherwise, without the knowledge of Manager.

FOUR: Performer agrees that Manager shall deduct from any and all compensation collected by Manager for the benefit of Performer as and when received by Manager, the following commission:

~~Twenty percent (20%) on gross compensation of local engagements.~~

(b) Twenty percent (20%) on gross compensation, ~~including~~
~~engagements.~~

This rate of compensation shall apply on any income earned by Performer for any work, employment, or services rendered and governed by this contract, during the term hereof, and, in addition thereto, Manager shall deduct from gross compensation, prior to distribution as hereinbefore provided, the following:

- (a) Booking fees.
- (b) Any advances made to Performer by Manager.
- (c) Expenses caused Manager due to the misfeasance, non-feasance, or negligence of Performer.

This contract shall govern the parties hereto while Performer is employed or receives compensation under any agreement or employment now in existence or entered into or negotiated for during the term hereof and any substitution for such agreement or employment, and any modifications, renewals, or extensions of any such agree-

ments or employment. ~~Gross compensation is defined to include all forms of income, including salaries, earnings, royalties, bonuses and shares of profit or shares of stock directly or indirectly received from the services of Performer from any service whatsoever, regardless of whether any agreement or employment was procured by Manager, by Performer or through any third person or firm or corporation.~~ All compensation payable hereunder shall be payable to Manager at its office or at such other address as Manager may, in writing, directed to Performer, so designate.

FIVE: It is mutually agreed that Manager may render services to other persons but that Performer hereby agrees not to employ or appoint other persons, firms or corporations to act for him in the capacity for which Manager has been engaged by the terms hereof.

SIX: The term of this agreement shall be for a period of 1 years from the date hereof. Provided, however, should Performer or Manager fail to obtain a bona fide offer of employment for Performer for a period in excess of three consecutive months during the term hereof, either party may, upon thirty days' notice in writing to the other party, terminate this agreement. Any breach of this agreement by Manager shall be waived by Performer from and after ten days after Performer acquires knowledge of any such breach, and Performer fails to serve written notice upon Manager of such breach. If Manager does not cure a duly noted breach within twenty (20) days after such written notice, this agreement shall automatically terminate.

Any breach of this agreement by Performer shall be waived by Manager unless within ten (10) days after Manager acquires knowledge of any such breach, or of facts sufficient to put Manager upon notice of such breach, Manager serves written notice upon Performer of such breach. If Performer does not cure the breach within twenty (20) days after receipt of any such written notice, this agreement may be terminated at the option of Manager by giving notice to Performer of such termination at the end of such twenty (20) days.

SEVEN: Artist agrees to conduct himself properly and with fitting decorum and shall avoid all unfavorable publicity and/or notoriety.

EIGHT: All notices provided for hereunder shall be made to the respective parties at the addresses subscribed to the foot of this agreement.

NINE: Where it is appropriate in this agreement, masculine includes the feminine and singular includes the plural.

TEN: This agreement shall be construed under and pursuant to the laws of the State of Minnesota.

ELEVEN: It is further understood and agreed that the Performer is an independent contractor and that neither the Manager (acting as agent for the Performer) nor the Performer assume any liability whatsoever, each for the other, directly or indirectly. It is also agreed that this agreement shall not under any circumstances create the relationship of joint venture between the parties hereto.

TWELVE: At the inception of each month, Performer shall provide Manager with dates and times that are available for employment within the scope of this contract, and Performer agrees to accept all bookings scheduled by Manager on said dates and times.

THIRTEEN: This agreement constitutes the entire agreement between the parties hereto and no statement, promise or inducement made by any party hereto which is not contained herein shall be binding or valid and this agreement may not be enlarged, modified, or altered except in writing, signed by both parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

ASSOCIATED PERSONALITIES

By *[Signature]*

Its *President*

Address: *123 E. GRANT ST.*

MINNEAPOLIS, MINN. 55403

PERFORMER(S)

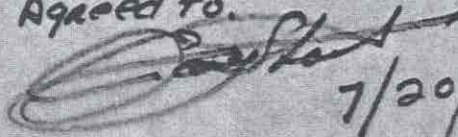
X *[Signature]*

Address: *Rt 5 Frederick*

MD 21701

Address: _____

This Rider to existing contract between A.P.
AND H. Weisberg is hereby Agreed to.


7/20/70

7/17/70

Dear Gary,

Your letter of the 14th, with contract, arrived today. I returned the signed contract herewith, but there are some exceptions that are unavoidable only because of existing conditions. I list them below. I presume, from knowing me and the style of my life and affairs, you will understand them. There is a carbon of this letter also enclosed. If it is agreeable to you, rather than going to the trouble of drafting a new contract, why not initial that carbon and return it to me as acceptance of these things, if they are acceptable to you?

1. The exclusive provision is okay and for all practical purposes is what it will be. However, I have an existing agreement, non-exclusive, with the Boston agency that has turned off, as I explained to you. For its duration, should they book me, I would have to accept such a booking. I do not expect it, have no reason to, and will not renew that agreement. It has been so long since I've heard from them I've forgotten their name, so I can't even look the contract up and send you a copy. They have not yet booked me (remember, Lenel). I report this with the certainty they will not book me, but there remains the remote possibility. In addition, I am expecting commercial publication of a book and am dickering on a second that, if agreed to, will be done very fast and with a big publisher. I presume neither would conflict, but would I not have to accept their p.r. efforts? I presume they'd work with you, and I'd tell them of you, but I lack experience here and again, report it because of what might be expected of me.

2. For the first couple of appearances, I'll undoubtedly have to have my expenses advanced in some manner, unless by then I get a sizeable advance and hold some back from the bank, to which I owe more than any possible advance. Once I have some income from this, I'll keep enough for transportation in reserve. Now I have no reserves, or even funds, last sentence as you know from your own experience, sometimes I make and really have to make unscheduled, ad lib broadcasts from home. These are more in the nature of news than "performances", but I do not want to be in technical violation of the agreement. I have radio friends who consult me regularly, air me less regularly. If you would like us to phone you whenever I know in advance of such a thing, I can, but as you also know, usually my first knowledge is when I hear the beeper. Also, there are a few, very few, local and other friends for whom I infrequently make minor appearances, without fee. I will not agree to any for any except through you. Okay?

3. I cannot agree that each month I'll not forget or will have time to inform you what dates I'll not be available, especially with the upcoming scheduled litigation. However, the reverse is no sweat. I'll keep a calendar by the phone and be able to tell you immediately if any date is not okay. These court matters are out of my control and beyond my prediction, as are conferences with publishers, etc. However, once I have a date set for an appearance, I can work around that, with both courts and publishers, for this is normal.

You included no copy of the agreement for me.

I forgot the Washington Post story on the Ray case. It is enclosed.

A "New Orleans Review" (Tyline or Loyola) review is enclosed, too.

It is by a lit prof at whichever school. Perhaps you'd like to quote parts of it. There is a Playboy review, with major attention, as I recall, to "Six Seconds", in which Eric Norden said some nice things. Gary should have it. I can't find the copy I had, probably having loaned it out. But if I can locate it later, I'll enclose it.

At this juncture, I do not think you'd want to use the Wash Post 3/3/67 story enclosed, but you judge.

A switch: The New York Times greeted my books not with reviews but with lengthy news attention, unheard of for private publications and not common for any except a few books of political content. Two enclosed.

The variety 11/16/66 story is an understatement. That was the first one-man TV special (first red mark), scheduled for 20 minutes and lasting 2:20, with me against a stacked audience, of which I'd not been informed, let by four lawyers, who required about 1:45 to learn that silence is golden. It got the stations top ratings ever and made Burke into something he isn't.

Max Lerner has more shoulders than anyone. I've marked a few of his comments about me you might use to use a la movie blurbs, like, "...the stuff of great documentary literature... puts all the hip-cat mov lists to shame", or the reference to his "delight" at the "documentary portraits".

Maybe you can use me from the Wall Street Journal lead.

Maybe excerpts from the 5/10/67 London Times is useful.

As I told you, I've kept no "puff" file. I've thought of a few things you can use, some without attribution, for I have no such permission and could not ask it. (Example, Osvin, who you could quote and describe in general, as "one of the men closest to JFK", or one of the generals, etc. His words referring to one of the books is "quite a remarkable paper". I think this was the limited-edition, THE CENTER. If my work be said, "You are performing a great public service in publishing much of that material which would otherwise remain unseen"/

Most of my dealing with media people were by phone. An early letter from Joe Losen, after the first show I did with him, is not suitable for reproduction, but it can be excerpted (he is also at HQ now). However, with his following and ratings, for him to say what the first graph says is something. In case you want to use excerpts in facsimile, I've copied one with his signature put on the side.

One of the few cases of my correspondence with the universities, aside from confirmations, is with Vermont, enclosed. I mentioned this to you. It was their most successful meeting, even in competition with their annual snow carnival.

The enclosed NEW letter is from that year's head of the Ohio News Directors' Convention. It was the first time they had someone of lesser rank than an assistant secretary of State. They asked me to tangle with them and I did, taking on the whole range, after a prepared (my only such) speech, from drunken, sycophantic reporters to the Taft editors. This guy got clobbered by management, but wrote a quotable letter. If you want, return copy and I'll send original.

All the pictures I have of me are enclosed. The 6x7 print is the only dupe. The others I need back, whenever you have finished with them. Gary may have gotten some good ones of me when I was there. Or he may know those who did, inc. newspapers and TV stations. I had a press conference. I think some of the TV shows also used film, still and motion. Again, as might know...rushing to make mail,

Harold Weisberg