

APRIL 6, 1967

MR. ISAAC CANETTI
1290 SIXTH AVENUE - ROOM 1353
NEW YORK, NEW YORK 10019

DEAR MR. CANETTI:

ATTACHED, PLEASE FIND COPIES OF BOTH THE LETTER CURRENTLY BEING SENT TO "INTERESTED" RADIO STATIONS AND AN OUTLINE OF WHITEWASH'S PROJECTED 39 WEEKS' CONTENT. WE THINK THEY WILL GIVE YOU AN IDEA OF THE SERIES' CONTENT AND PRICE STRUCTURE; IF NOT, PLEASE DON'T HESITATE TO CALL US FOR ANY CLARIFICATION WE MAY BE ABLE TO OFFER.

WITH RESPECT TO THE SOUNDS GOOD STATION-CONTRACT, WE BELIEVE YOU MIGHT WISH TO INCORPORATE SOME OF THE FOLLOWING PROVISIONS (ALBEIT THE PRODUCT OF OUR NON-LEGAL MINDS) IN OFFICIAL "LEGALESE:"

- 1) PROGRAM CONTENT: SOUNDS GOOD WISHES TO RESERVE THE RIGHT TO CHANGE AND/OR SUPPLEMENT PROGRAM CONTENT AS PER THE DEMANDS OF NEW DEVELOPMENTS IN THE ASSASSINATION INVESTIGATION, THE OFFICIAL GOVERNMENT "STAND" ON THE WARREN REPORT AND ANY RELATED MATTERS THAT MIGHT NECESSITATE "UPDATING" OF MATERIAL TO KEEP THE SERIES ACCURATE AND CURRENT.
- 2) STATIONS' CONTRACTUAL OBLIGATIONS:
 - A) SOUNDS GOOD WISHES IT TO BE UNDERSTOOD THAT ANY STATION CONTRACTING FOR 13, 26 OR 39 WEEKS OF WHITEWASH, (EACH "WEEK" BEING 30 MINUTES OF PROGRAMMING, DIVIDED INTO 10 PROGRAMS OF 3 MINUTES RUNNING TIME EACH), WILL BE LIABLE FOR THE ENTIRE DURATION OF THE CONTRACT, WHETHER IT WISHES TO CONTINUE TO BE SUPPLIED FOR THE UNEXPIRED REMAINDER OF THE CONTRACT OR NOT.
 - B) STATIONS "BUYING" WHITEWASH DO SO ON A "ONE USE" BASIS; MULTIPLE USE RATES WILL BE FURNISHED ON REQUEST.
 - C) STATIONS MUST RETURN, AT THEIR EXPENSE, EACH WEEK'S SHOW (1 7" REEL OF TAPE), NO LATER THAN 7 DAYS FOLLOWING COMPLETION OF BROADCAST.
 - D) STATIONS MUST MAKE PAYMENT FOR SHOWS SUPPLIED WITHIN 20 DAYS OF RECEIPT OF INVOICE. INVOICING WILL BE HANDLED AS FOLLOWS: BILL No. 1 WILL BE INCLOSED WITH SOUNDS GOOD'S FIRST SHIPMENT OF WEEKS 1, 2, 3 AND 4 - BILL No. 1 WILL HOWEVER, BE FOR WEEKS 1 THROUGH 5; BILL No. 2 WILL BE INCLOSED WITH WEEK 6. AND WILL COVER WEEKS 6, 7, 8 AND 9; BILL No. 3 WILL BE INCLOSED WITH WEEK 10. AND WILL COVER WEEKS 10, 11, 12 AND 13.
- 3) SOUNDS GOOD'S CONTRACTUAL OBLIGATIONS:
 - A) SOUNDS GOOD WILL SHIP THE FIRST 4 WEEKS OF WHITEWASH (WEEKS 1, 2, 3 AND 4) IN A BULK SHIPMENT TO STATIONS, ON RECEIPT OF A SIGNED CONTRACT (BY AUTHORIZED STATION EXECUTIVE); THEREAFTER, SOUNDS GOOD WILL SHIP 1 SHOW (1 WEEK AS DEFINED ABOVE) EACH WEEK FOR THE DURATION OF THE CONTRACT, THEREBY AFFORDING THE STATION A 3 WEEKS LONG ADVANCE PROTECTION OF HAVING MATERIAL ON HAND ON TIME AT ALL TIMES.
 - B) SOUNDS GOOD RESERVES THE RIGHT TO CHARGE A \$25.00 PENALTY FEE TO ANY STATION FAILING TO RETURN ANY SHOW SHIPPED IT, WHICH FEE WILL BE APPENDED TO THAT STATION'S NEXT INVOICE.

- MORE -

3) SOUNDS GOOD'S CONTRACTUAL OBLIGATIONS CONTINUED

PAGE 2.

- c) SOUNDS GOOD WILL CONSIDER ANY CONTRACT IMMEDIATELY VOID, IF ON RECEIPT OF A RETURNED-SHIPED SHOW (1 WEEK - 1 7" TAPE) ANY ALTERATION OR EVIDENCE THEREOF IS APPARENT.
- d) SOUNDS GOOD INTERPRETS ITS "ONE USE" STIPULATION AS MEANING "ONE USE" BY THE PURCHASING STATION, IN A REGULARLY CONSTITUTED BROADCAST OVER ITS OWN FACILITY.
- 4) SHOULD MR. WEISBERG BE INCAPACITATED, AND THEREBY UNABLE TO CONTINUE HIS SERIES, SOUNDS GOOD WILL OFFER ANY STATION THE RIGHT TO CONTRACT-CANCELLATION OR, ALTERNATIVELY, THE RIGHT TO CONTRACT-CONTINUATION, IN THE LATTER CASE FEATURING A SIMILARLY COMPETENT EXPERT, AS PER SOUNDS GOOD'S SELECTION.
- 5) SOUNDS GOOD WISHES A DISCLAIMER INCLUDED IN THE CONTRACT - ONE STIPULATING THAT IT IS NOT LIABLE FOR THE CONTENT OF EITHER THE PROGRAMS, MR. WEISBERG'S BOOKS... AND IF POSSIBLE, HIS VERBAL COMMENTS ON HIS ALREADY CLEARED BOOK CONTENT. (WHAT DELL'S LAWYERS MAY HAVE CLEARED "AS WRITTEN" MAY BE ACROSS THE LIBEL LINE IF AD LIBBED.)

IF WE'VE MISSED ANY BASES, PLEASE LET US KNOW. ALSO, IF WE CAN OFFER YOU ANY MORE INFORMATION, PLEASE CALL.

THANK YOU.

SINCERELY,

DOROTHY M. MATTIMORE
SALES DIRECTOR

CC: BOB MAXWELL
LLOYD V. BALL
HAROLD WEISBERG