

5/26/67

Dear Dick,

Got a copy of the Sounds Good contract draft today. Aside from the legal language, which I in part understand only and which I am confident you do, I have only a few questions. Those things you previously mentioned, like term, specification of deductible costs, etc., aside.

Is the language of 3a acceptable as it stands?

I cannot agree to 5. If they have any question of libel before the airing of any tape, I'll satisfy them or change it. But I cannot get into a ~~position~~ position where a Bringuier, acting on his own or otherwise, can tie me up.

The union language at the end of 6 may be a normal provision, but I have no idea what these things are.

I do not understand the purpose and effect of 8. If it satisfies you, okay.

Is there cause for concern in the use of the word "materials" in 11? I do not intend to give away any of my literary rights or my property rights to my work.

It suddenly dawned on me yesterday that I have completed another book without knowing or intending. The photographic part of WHITEWASH III: THE ENCS*SECRET DOCUMENTS AND SUPPRESSION is that big. The text runs about 25,000 words and the documents 150 pages! I think I'll call it PHOTOGRAPHIC WHITEWASH: SUPPRESSED KENNEDY ASSASSINATION PICTURES.

From Australia by way of New York I today heard that CIA WHITEWASH is contracted in England for October publication. Literally. The Associated Newspapers of Australia phone to see if it is available for arialization there! I referred them to John.

Regards to everyone.

Thanks,

May 4, 1967

Mr. Harold Weisberg

New York, New York

Dear Mr. Weisberg:

This will confirm the agreement between us for the radio show entitled, "Whitewash" to be broadcast as hereinafter provided.

1. Upon the terms and conditions set forth in this agreement, we agree to produce and distribute a series of 39 weeks radio shows, to stations in the United States of America, its possessions or throughout the world, where possible. Each of the said shows shall be one-half hour in length, each of which will be divided into ten segments of three minutes running time and we will endeavor to sell to interested radio station buyers upon the terms and conditions set forth in agreements entered into between us and such radio stations. Each such show will adhere to the outline previously agreed upon between us, unless developments otherwise dictate. However, changes in program content are subject to our mutual consent.

2. You agree to make yourself available for the production of such radio shows and we shall endeavor to obtain the necessary broadcasting facilities to air the programs.

3. You agree that for the services rendered and to be rendered by you hereunder you shall receive no salary but we agree that the net profits realized from the syndication of the "Whitewash" series shall be distributed between us equally after the deduction of any and all expenses required, including but not limited to initial cost for tapes required for the recording of each one-half hour show; editing costs for each show; mailing expenses incurred both in soliciting and servicing the radio stations; and all other ordinary and necessary expenses incurred.

(a) We agree that Mr. Robert Maxwell, the President of our Company, and a recognized broadcasting authority, shall have the sole and exclusive right to determine the most economical source of editing, consistent with the high standard of quality desired by both of us.

(b) Any and all books, records and other documents shall be available to you at all times for audit.

4. You represent and warrant to us that you have not and will not and will not, during the term hereof, grant any licenses with respect to the material referred to herein, in violation of the rights herein granted, that you possess the right necessary for the broadcasting of the program herein referred to and that no part of the material

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or any use thereof as herein provided in anyway directly infringes on, or violates or will violate any rights whatsoever of any third person.

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5. You agree to indemnify and hold us, the radio stations, and the sponsors, harmless from each and every suit and claim (including but not limited to our reasonable counsel fees and expenses) arising out of broadcasting of the programs, including but not limited to actions for copyrighting infringement, plagiarism, literary piracy, misappropriation of rights or any other matter arising out of the broadcasting of the programs, excluding, however, any claims arising from any material or personnel furnished by us. We agreed to similarly indemnify you with respect to material or personnel furnished by us.

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6. It is understood and agreed that we are entering this agreement with you as an independent contractor and you agree to discharge all obligations imposed upon you by any federal, state or local, regulation or order now or hereafter in force with respect to said program, including but not limited to taxes, unemployment, compensation or insurance, social security and workmen's compensation, disability benefits and including the filing of all returns and reports and the payment of all assessments, taxes, contributions and other sums required of them, and you further agree to indemnify and hold harmless and/or the radio station, and the sponsor against all claims and demands resulting from your failure to comply with the provisions of this paragraph. You agree to comply with the terms, rules, regulations and conditions imposed by any union or unions having jurisdiction with respect to the persons or material or any component to the program to be provided by you so far as they are applicable thereto and to the programs hereunder, and you agree to conform to all such terms, rules and regulations of said respected unions.

7. You further represent, warrant and agree that you are the sole author of a book entitled "Whitewash-The Report On The Warren Report" and "Whitewash II-The F.B.I.-Secret Service Cover Up" and that neither of these books violates nor infringes upon any copyright, property right or civil right of any nature of any person, firm or corporation and that no claim has been made against you to such effect. You further grant and assign to us the right to use the title of the book or any simulations or variations thereof as the title, or in the course of, said radio programs.

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8. We agree that the services to be furnished by in accordance with the terms hereof is unique and of extraordinary value, and irreplaceable, and that a breach of this agreement will cause us irreparable damage. It is therefore agreed that, in addition to all other rights which we may have and as a matter of right, to an injunction or other

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equitable relief to prevent the violation of any provision or provisions of this agreement.

9. We agree that in the event of your death we would pay your one-half of the net profits to your Estate and you agree that in such event, we have the inclusive right to engage an expert, of the same or similar caliber to continue the series on your material.

10. We shall have the right, during the term hereof, to use your name and/or picture to advertise and publicize the programs alone or in conjunction with the products of the sponsor advertised on the broadcasts, provided that neither your name nor your picture shall be used as an endorsement or testimonial for any institution, product, or service.

11. As between us, all materials, whether or not furnished by either one of us, used on or in connection with any of the broadcasts, shall be our joint property for any and all purposes whatsoever.

12. You represent and warrant that this agreement assumes payment to you hereunder are not subject to any claims against us for fees or commissions by any agent or representative of yours, or by any other person or entity and you shall hold us harmless of any such claims.

13. A waiver by either of us of any term or condition of this agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained herein shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either of us.

14. All notices required to be given hereunder shall be given in writing, either by personal delivery or by mail or by telegram at the respective addresses of each of us, herein set forth, or at such other addresses as may be designated in writing by registered mail by either party. Notice given by mail or by telegram shall be deemed given on the date of mailing thereof or of delivery of such telegram to a telegraph office, charges prepaid or to be billed.

15. This agreement shall be construed in accordance with the laws of the State of New York applicable to contracts fully to be performed therein.

16. It is agreed that we may assign our rights hereunder in full or in part to any person, firm or corporation and this agreement may be assigned by any assignee thereof; provided, however, that no such assignment shall release of us any of our obligations hereunder.

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17. This agreement constitutes the entire understanding between us and supersedes any and all prior agreements between us.

In the event that the foregoing conforms to our understanding, will you please sign below the words "Approved and Accepted" where upon this shall constitute the agreement between us.

Very truly yours,
SOUNDS GOOD, INC.

By:

Approved and Accepted:

HAROLD WEISBERG

MAY 24, 1967

DEAR HAROLD,

JUST A QUICKIE-COVERING NOTE TO GET THE CONTRACT PHOTO-STAT TO YOU ASAP; ADDITIONALLY, COPIES OF THIS AND THE STATION CONTRACT WERE SENT TO MR. GALLEN, TODAY.

LYLE STUART'S PUBLICITY DIRECTOR, TERRY GARRITY, CAN BE "MAILED TO" AT THE FOLLOWING: LYLE STUART PUBLISHING, Co., Inc., 239 PARK AVENUE, NYC 10003. PUB. DATE ON THE FBI OPUS, "INSIDE THE FBI," BY NORMAN OLLESTAD, IS JUNE 16, BUT THE BOOKS ARE NOW BEING SHIPPED TO BOOKSTORES AROUND THE COUNTRY.

WILL POP THE GALLEY IN THE MAIL TO YOU BEFORE THE DAY IS OUT AND IF I CAN LAY HANDS ON A FREEBEE COPY OF THE BOOK (WHICH IS PROBLEMATICAL) WILL FORWARD THAT TOO.

ALL THE BEST TO YOU AND LIL,

Dottie
DOTTIE

P.S. KNOW YOU WON'T, BUT JUST IN CASE YOUR "WICKED" SENSE OF HUMOR IS TEMPTED, PLEASE DON'T MENTION MR. STUART'S TIGHT-FISTEDNESS TO TERRY. OFF THE RECORD, SHE WOULD AGREE, BUT SINCE I THINK SHE NEEDS HER JOB, AND SINCE LINES HAVE BEEN KNOWN TO HAVE BEEN LISTENED-IN-ON AND LETTERS OPENED.....OKAY?