

A G R E E M E N T made and entered into  
this 29<sup>th</sup> day of January, 1947, between THE AMERICAN  
TOBACCO COMPANY (hereinafter called "Sponsor") and  
BASIL RUYSDAEL (hereinafter called "Artist"),

W I T N E S S E T H:

FIRST: Sponsor hereby engages Artist to ap-  
pear and render services as herein provided on each  
broadcast and rebroadcast of the weekly radio programs  
now known as THE JACK BENNY PROGRAM beginning with the  
broadcast scheduled for February 2, 1947, subject, how-  
ever, to all the terms, provisions and conditions here-  
inafter stated. The term "program" or "programs",  
when used in this agreement means, as well as THE JACK  
BENNY PROGRAM, all programs which may be substituted  
therefor, permanently or temporarily, or as a summer  
broadcast.

SECOND: This agreement shall be for a period  
of one hundred seventy-seven (177) consecutive weeks com-  
mencing February 2, 1947 and ending June 24, 1950, said  
period being subject to increase or decrease by the  
number of weeks requisite to cause the final broadcast

hereunder to coincide with the final broadcast of the program now known as THE JACK ELLIOT PROGRAM for the 1949-1950 series, provided however that Sponsor shall have the right at its election earlier to terminate this agreement for Artist's services without cause upon at least fourteen (14) days prior written notice as of May 31, 1947, June 28, 1947, September 27, 1947, December 27, 1947, March 27, 1948, June 26, 1948, September 25, 1948, December 25, 1948, March 26, 1949, June 25, 1949, September 24, 1949, December 24, 1949 and March 25, 1950.

THIRD: Artist shall appear and perform on all said broadcasts and rebroadcasts, shall cooperate with any other talent furnished by Sponsor or its advertising agency (hereinafter referred to as "Agency"), and shall attend and perform at all test-recording sessions, previews and rehearsals which Sponsor or Agency may deem necessary to make each program as finished and effective a production as possible. Artist shall act as announcer and shall render such other services on said broadcasts and rebroadcasts as may be assigned to him by Sponsor or Agency, all subject only to the artistic capabilities of Artist.

Fourth: Subject to Sponsor's right of change as hereinafter provided, said programs shall originate in Los Angeles, California, and shall be broadcast over the facilities of the National Broadcasting System from 7:00 P. . to 7:30 P. . New York City time current at the time of the broadcast on Sunday of each week during the term of this agreement. Rebroadcasts of the program shall originate in such places, shall be made over such facilities and shall be broadcast at such times as Sponsor shall elect at any time and from time to time. Sponsor shall give Artist not less than ten (10) days prior written notice of the place where and time when he shall appear and perform on such rebroadcasts. In the event that any such rebroadcast shall interfere with any of Artist's commitments in existence at the time of such notice to him, Artist shall notify Sponsor of such conflict within two (2) days from the time Sponsor shall have notified Artist of the proposed change, whereupon during such conflict Artist shall not be required to appear on the rebroadcasts with respect to which such conflict exists, but the rights and obligations of the parties hereto shall otherwise remain unaffected.

Fifth: Anything herein contained to the

contrary notwithstanding, Sponsor reserves the right, in its uncontrolled discretion, upon not less than ten (10) days notice in writing to Artist, and without being required to pay Artist any additional compensation, to change from time to time the place, the day of the week or the hour of the day of the broadcast and re-broadcast, the broadcast system, and the stations within that system over the facilities of which this program shall be broadcast or rebroadcast, except that no

notice need be given regarding a change in the stations within any given broadcast system. In the event that any such change shall interfere with any of Artist's commitments in existence at the time of such notice to him, Artist shall notify Sponsor of such conflict within two (2) days from the time Sponsor shall have notified Artist of the proposed change, whereupon during such conflict Artist shall not be required to appear on the broadcast, rebroadcast, broadcasts or rebroadcasts with respect to which such conflict exists, but shall receive no compensation during such period of conflict, the rights and obligations of the parties hereto remaining otherwise unaffected. In addition to

Sponsor's other rights, Sponsor may suspend Artist's services hereunder during any such period of conflict, and no compensation shall be due or payable to Artist during any such period of suspension, but the rights and obligations of the parties hereto shall otherwise remain unaffected. Whenever Sponsor shall require Artist to appear and perform on any broadcast or re-broadcast outside Los Angeles, California, Sponsor shall pay Artist the actual cost of first-class transportation to and from such place, and living expenses for each day Artist shall be required to be absent from Los Angeles, California.

SIXTH: In full payment for Artist's services, for all obligations and duties undertaken by Artist and for all rights, properties and privileges vested in Sponsor hereunder, Sponsor shall, subject to its right earlier to terminate this agreement and conditioned upon full and faithful performance by Artist of each and all of the terms hereof, pay to Artist, and Artist agrees to accept, the sum of Two hundred Dollars (\$200.00) per week during the term of this agreement.

SEVENTH: No payment shall be made for any

week during which Artist shall fail to appear and perform on any broadcast because of illness or for any other reason chargeable to him, or (irrespective of whether he may have appeared and performed on the broadcast thereof) for any week during which Artist shall fail to appear and perform on any rebroadcast because of illness or for any other reason chargeable to him, or for any week during which any program provided for herein shall not be broadcast (as distinguished from rebroadcast) by reason of fire, casualty, lock-out, strike, labor conditions, unavoidable accident, riot, war, Act of God, or by reason of the enactment of any ordinance or law by any Municipal, State or Federal authority or by any other legally constituted authority, or by reason of the issuance of any executive or Judicial order or decree, or because the time and broadcasting facilities have been taken for the broadcasting of special events of importance under the right reserved by the broadcasting company, or for any reason beyond Sponsor's or Agency's control.

Blank: Nothing contained herein shall be construed to obligate Sponsor or Agency to afford Artist an opportunity to appear or perform on any

broadcast or rebroadcast of said programs, and Sponsor and Agency shall have discharged all their obligations to Artist by causing to be paid to Artist such sums as may be due him from time to time hereunder.

Ninth: Anything herein contained to the contrary notwithstanding, in consideration of Artist's agreed compensation aforesaid and without any obligation on the part of Sponsor or Agency to furnish Artist with any additional compensation, Sponsor or Agency shall have the right during the term of this agreement, which is hereby expressly reserved to them, to record or transcribe, mechanically or otherwise, any or all broadcasts and rebroadcasts of said programs; and Sponsor or Agency, their agents, servants and employees may, but shall not be required to, broadcast any or all of said records and transcriptions at such places, over such stations, at such times, and with such frequency as Sponsor or Agency shall in their uncontrolled discretion determine, and to use the same or any part thereof off the air in sales promotion work or otherwise.

Tenth: Anything herein contained to the contrary notwithstanding, Sponsor may, at its op-

tion, suspend Artist's services hereunder for a period of not more than eighteen (18) consecutive weeks between May 1st and November 1st in each year of the term of this agreement by giving Artist at least fourteen (14) days written notice to such effect prior to the scheduled date of the last broadcast before the suspension. No compensation shall be due or payable during any such period of suspension but the rights and obligations of the parties hereto shall otherwise remain unaffected.

ELEVENTH: All script material, if any, including both commercial and entertainment copy and any ideas in connection therewith which may be furnished by Artist on the said programs shall be and become the sole and exclusive property of Sponsor who shall have, without restriction, all rights with respect thereto including but not being limited to the right to copyright the same in its own name or otherwise and the right to use the same in any and all manner and form and in any and all media of advertising as it alone may see fit.

TWELFTH: During the term of this agreement Artist shall not render any services of any kind,



nature or description, directly or indirectly, on or in connection with any radio or television program or programs, live or recorded, sponsored by or on behalf of any manufacturer, promoter or distributor of or dealer in or with any laxative, or any other manufacturer, promoter or distributor of or dealer in or with any cigarette, cigar or tobacco product.

THIRTEENTH: Artist agrees that Artist will not, without Sponsor's prior written consent, permit to be used in any way during the term of this agreement Artist's name, facsimile signature, likeness, photograph or biography by, and will give no testimonial or endorsement to, any person, firm or corporation which may be engaged in the sale, promotion, distribution or manufacture of any laxative or to any person, firm or corporation other than Sponsor which may be engaged in the sale, promotion, distribution or manufacture of any tobacco product whatever. Artist hereby consents to the unrestricted use by Sponsor, its agents, servants and licensees, of Artist's name, facsimile signature, likeness, photograph and biography for publicity, exploitation, advertising and trade purposes, in connection with the programs and any and all of Sponsor's products and

services, provided only that no testimonial or endorsement of any of Sponsor's products shall be used without Artist's prior written consent. Said rights shall terminate with the termination of this agreement, except that they shall continue in effect with respect to all advertising, publicity and material authorized or released prior to the termination of this agreement.

FOURTEENTH: Sponsor shall have the right, which is hereby reserved to it, to telecast any or all of said broadcasts and rebroadcasts without payment of any additional compensation to Artist.

FIFTEENTH: It is understood and agreed that Artist's services are extraordinary and unique and that there is no adequate remedy at law for the breach of this agreement by Artist. In the event of such breach, Sponsor shall be entitled to equitable relief by way of injunction or otherwise.

SIXTEENTH: Artist warrants and represents that he has every legal right to enter into this agreement and to perform as herein stated, and that there are no contracts, agreements or understandings with anyone restricting or preventing Artist from perform-

ing as herein provided.

SEVENTEENTH: Artist warrants that he is, or that prior to entering upon his employment hereunder he will become a member in good standing of AFRA and that he will remain such during the term of this agreement, and the amount, if any, of Artist's fees under this agreement in excess of the applicable minimum scale provided by the American Federation of Radio Artist's Code of Fair Practice for commercial broadcasting shall be credited against any sum becoming due him under said Code on account of overtime or other additional services required of him hereunder.

EIGHTEENTH: If any provision of this agreement is in conflict with any applicable provision of the AFRA Code of Fair Practice for Commercial Broadcasting, then such provision of said code shall govern. References to said code in this agreement shall be deemed to mean the code now in effect and such code or codes as National Broadcasting Company, Inc., Columbia Broadcasting System, Inc., American Broadcasting Company, Inc. and The Mutual Broadcasting System, or their successors, may hereafter become parties to and sign; but nothing herein shall affect such rights as AFRA may have vis-a-vis Artist as a

member thereof in the event one or more of said networks shall fail to become a party or signatory to any future code.

NINETEENTH: Artist agrees to and hereby does indemnify and hold harmless Sponsor, Agency and their respective servants, agents and employees against any liability, loss or damage, including reasonable attorneys' fees which may result from any act of omission or commission which may be committed by Artist during the term hereof. Sponsor and Agency reserve the right, at their own expense, without being required to do so, to defend any claim, action or suit which may be instituted to impose any such liability and to retain their own attorneys for such purpose.

TWENTIETH: During the term of this agreement, Artist will appear and perform in such motion pictures and sound tracks to be made by or on behalf of Sponsor at such times and places as Sponsor may designate. Such motion pictures and sound tracks may be used by Sponsor without restriction in the promotion of the programs and in the sale of any of Sponsor's products. In addition to the compensation provided in paragraph SIXTH, Artist shall receive as full compensation for each completed motion picture and sound

track in which Artist may appear and satisfactorily perform an amount equal to his then current weekly compensation as announcer as provided in paragraph SIXTH. No motion picture and sound track shall be deemed completed until all retakes which Sponsor or Agency may deem necessary shall have been made.

TWENTY-FIRST: Should Artist, while rendering services herein, or in the course of his private life, do any act or conduct himself in a manner offensive to decency, morality or the social proprieties, resulting in public scandal, ridicule or contempt, or should Artist violate any law which tends to subject Artist, Sponsor or Agency to any ridicule, contempt or scandal, then Sponsor may, at its option, cancel this agreement forthwith.

TWENTY-SECOND: Notices to Artist shall be sufficient if mailed or telegraphed to him, all charges prepaid, addressed to Artist at 310 East 44th Street, New York, N. Y., or such other address as Artist may designate in a registered letter to Sponsor addressed as follows:

American Tobacco Company,  
c/o Foote, Cone & Belding,  
247 Park Avenue,  
New York, New York.  
Attention: Miss Lillian Selb.

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Any such notice, if mailed, shall be deemed to have been given when placed in the United States mails, and if telegraphed, when delivered to an office of the Telegraph Company for transmission.

TWENTY-THIRD: This agreement may be executed in any number of counterparts, each of which shall be deemed an original and which, together shall constitute but one agreement.

TWENTY-FOURTH: Effective February 1, 1947 the agreement between the parties hereto, dated September 18, 1944, as heretofore amended and renewed, with respect to the engagement by Sponsor of Artist on the program now known as THE JACK BENNY PROGRAM shall be, without further action on the part of either of the parties, terminated with the same force and effect as if February 1, 1947 were the final termination date thereof. This agreement, and said agreement of September 18, 1944, as heretofore amended and renewed, constitute the entire understanding and agreement between the parties hereto with respect to the engagement by Sponsor of Artist on the program now known as THE JACK BENNY PROGRAM and cannot be changed orally.

IN WITNESS WHEREOF, the parties hereto have

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caused these presents to be duly executed the day and  
year first above written.

THE AMERICAN TOBACCO COMPANY

By

L. C. Weaver, Jr.  
Advertising Manager.

*OK  
J. C. Weaver*

Basil Ruysdael (L. S.)  
Basil Ruysdael.