

McMullen

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NATIONAL BROADCASTING COMPANY, INC.

NBC ARTISTS SERVICE

RCA Building Radio City New York

RADIO TALENT CONTRACT

AGREEMENT made **January 21**, 193**6** between **LORD & THOMAS** hereinafter called "Agency," whose address is **247 Park Avenue, New York, N. Y.** and **Norman J. Dieken** hereinafter called "Artist," (contracting through National Broadcasting Company, Inc., as Agent for Artist) whose address is **RCA Building, New York, N. Y.**

1. Agency engages Artist to render artistic services, ~~including~~ **excluding** the furnishing of material for Artist's performances, for

~~one~~ radio program to be sponsored by **American Tobacco Company**

and broadcast by and from the **New York** studios of **National Broadcasting Company, Inc.** on ~~xxxx~~

~~xxxxxx~~ **Monday**, ~~xxxxxx~~ **January 21**, 19**36**

~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~

~~xxx~~ from approximately **8:00 P.** M to approximately **8:50 P.** M, **Eastern Standard** time.

Agency agrees to pay for such services **Fifteen** Dollars (\$ **15.00**)

~~xxx~~ for the program, payable to **National Broadcasting Company, Inc.,**

at **New York** within one (1) week following ~~the~~ **the** program.

2. Agency may extend this agreement on the same terms for a further period of ~~xxxx~~ consecutive weeks beginning ~~xxxx~~, 19**xx** and ending ~~xxxx~~, 19**xx**, by giving Artist written notice on or before ~~xxxx~~, 19**xx**.

3. All notices given to Artist hereunder shall be addressed to National Broadcasting Company, Inc., as agent for Artist at **50 Rockefeller Plaza, N. Y. C.**, and shall be effective upon receipt by National Broadcasting Company, Inc.

4. The additional stipulations on the reverse side hereof are made part of this agreement.

LORD & THOMAS
(Agency)

DL By *E. G. Swanson Jr.*

NATIONAL BROADCASTING COMPANY, INC.

AS AGENT FOR ARTIST

By *J. J. [Signature]*
Vice President

(1/21/36)

ADDITIONAL STIPULATIONS

NATIONAL BROADCASTING COMPANY

1. Artist agrees to render artistic services for said programs, including reasonable rehearsals, to the best of Artist's ability and grants to Agency, the sponsor and the owner and operator of the broadcasting station originating said programs, the right to use and to license others to use the name or likeness, or both, of Artist in connection with the advertising of said programs, but not to endorse any product. Artist agrees to indemnify and hold harmless Agency, the sponsor and the owners and operators of the stations broadcasting said programs, against liability, loss or damage, including reasonable attorney's fees, arising out of any acts done or material furnished by Artist.

2. Agency shall not be required to pay Artist for any scheduled program for which Artist is not ready, able and willing to perform and Agency shall have the right to cancel this agreement in the event of a breach by Artist or in the event Artist is unable for any reason to perform on two consecutive broadcast programs. In the event of the withdrawal of all of the broadcasting facilities for one or more programs Agency may cancel the corresponding performances of Artist hereunder and Artist shall receive no fee if seven days' notice is given, one-half fee if forty-eight hours' but less than seven days' notice is given, and full fee if less than forty-eight hours' notice is given Artist of such cancellation. In the

event of a change of the place of performance within the same city or of the day or time of broadcasting any of said programs, Agency shall give Artist not less than twenty-four hours' notice and Artist shall perform in accordance with such changed schedule, unless prevented by other contractual commitments in which case Artist shall not be entitled to payment as to the programs for which Artist is unable to perform and if Artist is unable to perform as to more than two consecutive programs, Agency may cancel this contract.

3. Agency assumes sole responsibility for payment of all amounts provided for herein to be paid but it is understood that Agency's relation to the sponsor is unaffected by this provision.

4. Any name, other than Artist's legal or professional name, designated for Artist by Agency for said programs shall not be used at any time after the date hereof without Agency's written consent. It is understood that Artist's services are extraordinary and unique and that there is no adequate remedy at law for a breach of this contract by Artist; in the event of such breach Agency shall be entitled to equitable relief by way of injunction or otherwise. This agreement constitutes the entire understanding between the parties as to this agreement and shall be construed in accordance with the laws of the State of New York.

[Faint, mostly illegible text, likely bleed-through from the reverse side of the page]

[Handwritten initials]