C 1-10M-5-42

NATIONAL CONCERT AND ARTISTS CORPORATION

711 FIFTH AVENUE

NEW YORK, N. Y.

Agreement, made as follows, this First day of April, 1943, by and between Artur Rubinstein

Hurok Attractions Inc by

called "Artist", contracting through NATIONAL CONCERT AND ARTISTS CORPORATION, called "Manager", and Civic Concert Service Inc on behalf of civic music Assn of Dallas, Tex

whose address is 711 Fifth Ave NYC

called "Client".

1. Artist will render his other artistic services for 2 Concert, to be given on the following date, and in the following place and city:

Dallas Tex

and Client hereby employs Artist to render said services. This contract will not be included in any course or series of concerts.

2. Client agrees to furnish at its own expense a suitable theatre, hall, or auditorium in said city, on the date and at the time for the performance or performances above mentioned, well heated, lighted, clean, and in good order, with a clean, comfortable dressing room near the stage for Artist, and to pay for taking show in and out and working same (if consisting of a company or troupe), furnishing all electricians and stage hands required, also to pay for all lights, tickets, house programs, license (if required), heating, cleaning, services of all necessary attaches, special police, ushers, ticket sellers for advance, or single sales (whether such sales take place in the theatre or elsewhere), ticket-takers, bill-posting, mailing and distributing of circulars and daily display newspaper advertising in the principal newspapers, and all other necessary expenses in connection therewith. **No seats will be permitted on the stage without the consent of Artist.**

3. Client represents that it has a lease for the theatre, hall or auditorium, covering the date or dates of this engagement, which said lease will be shown to Artist or Manager upon request.

4. If Artist has no affiliations with any piano manufacturer or piano sales company by reason of which pianos are furnished for the performances without expense, or if such piano company fails to furnish such piano, then Client will furnish the necessary pianos personally satisfactory to Artist, at Client's own expense. Client agrees to underline, on all preliminary and house programs used, the name of such piano as is designated by Artist.

5. Artist agrees to supply the usual quantity of printing and advertising material as available, and will also furnish copy of the program which is to be printed and distributed by the Client. Client hereby agrees to print said copy in its entirety.

6. In the event that Client refuses or neglects to provide any of the items hereinbefore stated, Artist shall have the right to refuse to perform this contract, and the Client shall be liable to Artist for any damages on account thereof.

7. At least one hour prior to the advertised time of beginning of the performance, Client will pay to the National Concert and Artists Corporation, or if so directed by the National Concert and Artists Corporation, to its duly authorized representative, the sum of Nine hundred ($900) dollars

in lawful United States funds.

In the event that payments are not made as herein provided, Artist shall, at his or her option, have the right to refuse to perform, and Client shall remain liable to Artist for the agreed price herein set forth.

8. If before the date of any scheduled concert, Artist or Manager finds that Client has failed, neglected or refused to perform any contract with another artist for an earlier concert engagement, or if Artist or Manager finds that the financial credit of Client has been impaired, Artist shall have the right to cancel this contract.

9. In case of sickness of or accident to Artist, or if performance is rendered impossible or infeasible by any act or regulation of any public authority, civil tumult, strike, epidemic, interruption in or delay of transportation services or any cause beyond the control of Artist, it is understood and agreed that there shall be no claim for damages by either party to this agreement, and Artist's obligation as to performance of such concert shall be deemed to be waived. In the event that conditions of the war in which the U. S. is now involved should prevent fulfillment of this contract, both parties shall be relieved of this contract without financial obligation.

10. This contract cannot be assigned or transferred without the written consent of Manager, and contains the complete understanding of the parties respecting the subject matter hereof.

11. No radio apparatus or transmitting device shall be used during the concert or concerts in any manner or form, in the building in which the concert or concerts shall be given, without the written consent of Artist or Manager.

12. All notices required to be given under this contract shall be addressed to the National Concert and Artists Corporation, 711 Fifth Avenue, New York, N. Y., as Manager for the Artist, and to

, City of ,

State of , Client.

Witness:

NATIONAL CONCERT AND ARTISTS CORPORATION
As Agent for the Artist

By

Witness:

CIVIC CONCERT SERVICE INC
(Client)

By W. Bottorff

Failure to supply information requested on reverse side may seriously interfere with the proper fulfillment of the contract by the Artist.

Attraction Rubinstein

Date OCT. 19

City Dallas, Texas

Name of Hall McFARLIN AUDITORIUM

Hour of Concert 8:15

Hour of Rehearsal (If Orchestral or Operatic Appearance)

Best Hotel

Name and address of person making contract

Civic Concert Svc

Party to be notified on arrival, address and telephone number

MISS DELLA BRILLING
TEL. CENTRAL 4766
OR TREMONT 7-1833

Special information