C1-10M

NATIONAL CONCERT AND ARTISTS CORPORATION

711 FIFTH AVENUE
NEW YORK 22, N. Y.

Agreement, as follows, made this thirteenth day of March, 19 45, by and between ARTUR RUBINSTEIN herein called "Artist", contracting through NATIONAL CONCERT AND ARTISTS CORPORATION, herein called "Artist's Manager", and Texas State College for Women by Dr. L H Hubbard herein called "Local Manager" whose address is Denton, Texas

1. Artist will perform one Concert at (Name of Hall or Auditorium), in the city of Denton, Texas

(a) December 6, 194 5 in the (Afternoon / Evening)

(b) on such date, between December six 1945 and December twelve 1945 as may be mutually agreed upon in writing by Local Manager and Artist's Manager. Said concert (will / will not) be included in a course or series of concerts.

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

4. Local Manager agrees to furnish, without charge, properly tuned, one grand piano for use at the above concert unless Artist is able to and does obtain pianos without expense, through affiliations with piano makers or dealers, and so advises Local Manager.

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 Local Manager. Local Manager hereby agrees to print said copy in its entirety.

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

7. Not later than noon of the day scheduled for the performance, Local Manager 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

Twenty two hundred and fifty dollars ($2250.00)

in lawful United States funds, or by certified check or accepted draft on a New York bank payable to the order of Hurok Artists, Inc.

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 Local Manager shall remain liable to Artist for the agreed price herein set forth.

8. If before the date of any scheduled concert, Artist or Artist's Manager finds that Local Manager has failed, neglected or refused to perform any contract with another artist for an earlier concert engagement, or if Artist or Artist's Manager finds that the financial credit of Local Manager 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 the giving of a performance hereunder is prevented by regulation of military or civil authorities as the result of war conditions or emergencies, neither of the parties shall be liable to the other under this contract.

10. This contract cannot be assigned or transferred without the written consent of Artist's Manager, and contains the complete understanding of the parties respecting the subject matter hereof. It is not binding upon Artist until executed and delivered by the New York office of Artist's Manager and Artist's Manager signs only as Artist's agent and is not obligated hereunder and is not responsible for any acts or defaults of Artist.

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 Artist's Manager.

12. All notices to be given and communications to be addressed to Artist in connection with this contract and concert shall be in writing, addressed to Artist's Manager, National Concert and Artists Corporation, 711 Fifth Ave., New York 22, N. Y. All notices to be given by Artist to Local Manager in connection with this contract may be given by either Artist or Artist's Manager.

13. All advertisements and house programs must carry the line:"S. Hurok Presents"

Contract signed by NCAC as agent for Hurok Attractions, Inc., Artists manager and agent.

Accepted and agreed to:
HUROK ATTRACTIONS, INC.

By

Artist ARTUR RUBINSTEIN
By NATIONAL CONCERT AND ARTISTS CORPORATION
By
As Agent for Artist

Local Manager Texas State College for Women
By L H Hubbard

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

Attraction Rubinstein

Date Dec. 6, 1945

City Denton, Texas

Name of Hall

Hour of Concert

Hour of Rehearsal (If Orchestral or Operatic Appearance)

Best Hotel

Name and address of person making contract

Dr. L. H. Hubbard

Texas State College for Women

Party to be notified on arrival, address and telephone number

Special information