C1-10M

NATIONAL CONCERT AND ARTISTS CORPORATION

711 FIFTH AVENUE
NEW YORK 22, N. Y.

Agreement, as follows, made this eighteenth day of February, 1954 by and between Artur Rubinstein herein called "Artist", contracting through NATIONAL CONCERT AND ARTISTS CORPORATION, herein called "Artist's Manager", and Celebrity Concerts (Canada) Ltd. by Mr. A K Gee herein called "Local Manager" whose address is 270 Edmonton Street, Winnipeg, Canada

1. Artist will perform seven Concerts at _____ (Name of Hall or Auditorium) in the city of Lethbridge, Calgary, Edmonton, Regina, Moose Jaw, Saskatoon and Winnipeg

(a) January 12th, 13th, 15th, 17th, 18th, 20th, 22nd, respectively 1954 in the (Afternoon / Evening)

(b) on such date.... between ..... 19..... and ..... 19..... 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 Fifteen thousand dollars ($19,000.00) Canadian ..... in lawful United States funds, or by certified check or accepted draft on a New York bank payable to the order of NCAC

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. The Artist shall be under no liability for failure to appear or perform in the event that such failure is caused by or due to the physical disability of Artist, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, or any other cause beyond the control of Artist.

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 advertising and house programs must carry the line: S. HUROK PRESENTS.

14. Local Manager agrees to permit the sale of souvenir booklets at these engagements.

Artist ARTUR RUBINSTEIN

By NATIONAL CONCERT AND ARTISTS CORPORATION

By [signature]
As Agent for Artist

Local Manager CELEBRITY CONCERTS (CANADA) LTD.

By [signature]

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

Accepted and agreed to:
HUROK ATTRACTIONS, INC.

By [signature]

FAILURE TO SUPPLY INFORMATION REQUESTED ON BACK OF THIS CONTRACT MAY SERIOUSLY INTERFERE WITH THE PROPER FULFILLMENT OF THE CONTRACT BY THE ARTIST.

To insure proper fulfillment of this agreement, the following information *MUST* be supplied:

Attraction ARTHUR RUBINSTEIN

Date Lethbridge - Jan. 12th; Calgary - Jan. 13th; Edmonton - Jan. 15th; Regina - Jan. 17th; Moose Jaw - Jan. 18th; Saskatoon - Jan. 20th;

City Winnipeg - Jan. 22nd

Name of Hall

Hour of Concert

Hour of Rehearsal (If Orchestral or Operatic Appearance)

Best Hotel

Name and address of person making contract

A. K. Gee
Celebrity Concerts
270 Edmonton Street
Winnipeg, Canada

Party to be notified on arrival, address and telephone number

Party to whom program should be sent, and address