HUROK CONCERTS INC.
730 FIFTH AVENUE
NEW YORK, N. Y. 10019

Agreement, as follows, made this 3rd day of APRIL, 19 70, by and between ARTUR RUBINSTEIN herein called "Artist", contracting through HUROK CONCERTS INC., herein called "Artist's Manager", and JOHN KORNFELD ASSOCIATES herein called "Local Manager" whose address is c/o JOHN KORNFELD, 870 MARKET ST., SAN FRANCISCO, CALIF.

1. Artist will perform TWO(2) Concert(s) at OPERA HOUSE (Hall or Auditorium) (Capacity) in the city of SAN FRANCISCO, CALIFORNIA

(a) SUN., MARCH 14 MAT. (3pm), MON., MARCH 22 EVE. (8:30) 19 71 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 Hurok Concerts Inc., or if so directed by the Hurok Concerts Inc., to its duly authorized representative, the sum of

SIXTY FIVE PERCENT (65%) OF GROSS RECEIPTS WITH MINIMUM GUARANTEE OF SIX THOUSAND DOLLARS ($6000) FOR EACH PERFORMANCE. MARCH 22ND ENGAGEMENT WILL BE INCLUDED ON SERIES BUT WITH NO REDUCTION FROM APPROVED SCALING.

or by certified check or accepted draft on a New York bank payable to the order of HUROK CONCERTS, INC. 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 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, Hurok Concerts Inc., 730 Fifth Avenue, New York 19, 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."

ATTACHED ADDENDUM IS HEREBY ACKNOWLEDGED PART OF THIS CONTRACT

ARTUR RUBINSTEIN
Artist

by HUROK CONCERTS INC.

By

As Agent for Artist

JOHN KORNFELD ASSOCIATES
Local Manager

By

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

Attraction Arlen Robinson

Date March 14 (8 PM) March 22 (8 PM) } 1971

City

Name of Hall Opera House

Capacity of Hall

Hour of Concert

Hour of Rehearsal (If Orchestral or Operatic Appearance)

4 Pianos

Best Hotel

Name and address of person making contract

Mr. Arlen Kenkel
c/o Piano Rep
SF area

Party to be notified on arrival, address and telephone number.

above 781-7833 (home)

H 355-1141

Special information

HUROK CONCERTS INC.

S. HUROK
PRESIDENT

S. HUROK BLDG. / 8255 SUNSET BOULEVARD / LOS ANGELES / CALIFORNIA 90046 / PHONE 656-2363

ADDENDUM TO CONTRACT DATED APRIL 3, 1970
FOR ARTUR RUBINSTEIN BETWEEN
HUROK CONCERTS, INC. AND
JOHN KORNFELD ASSOCIATES

14. Local Manager will provide a Steinway concert grand piano in first-class condition properly tuned on the day of the concerts.

15. It is agreed that the scale of ticket prices is to be submitted to the party of the first part in writing before tickets are printed for approval in writing and said scale shall become part of this contract.

16. Local Manager agrees to permit the sale of souvenir books at the performances. No commission shall be paid Local Manager unless there is a house concessionaire in which event commission shall not exceed 10%.

NEW YORK OFFICE: 730 FIFTH AVENUE • NEW YORK, NEW YORK 10019

JOHN KORNFELD ASSOCIATES

SCALING FOR ARTUR RUBINSTEIN, MARCH 14, 1971 - 3PM, MARCH 22, 1971 - 8:30PM
OPERA HOUSE, S.F.

ORCH. 8.50 x 1300 = $11050

BOXES 8.50 x 192 = $1632

GRAND TIER 8.50 x 274 = $2329

DRESS CIRCLE 7.50 x 578 = $4335

BALC. CIRCLE 6.50 x 290 = $1885

BALC. 5.50 x 332 = $1826

BALC. 4.50 x 286 = $1287

TOTAL SCALING = $24,344.00

Send to [illegible]

HUROK CONCERTS INC.
S. HUROK
PRESIDENT

S. HUROK BLDG. / 8255 SUNSET BOULEVARD / LOS ANGELES / CALIFORNIA 90046 / PHONE 656-2363

February 12, 1971

STAGE SEATS ADDENDUM

REGARDING THE CONCERTS OF ARTUR RUBINSTEIN IN SAN FRANCISCO, CALIFORNIA, ON SUNDAY, MARCH 14, 1971 AND MONDAY, MARCH 22, 1971, AT THE OPERA HOUSE, IT IS HEREBY AGREED THAT IN ADDITION TO THE EXISTING SCALING THERE WILL BE APPROXIMATELY ~~ONE HUNDRED AND TWENTY SEATS (120)~~ 80 STAGE SEATS FOR EACH PERFORMANCE TO BE SOLD AT $8.50. ALL OTHER TERMS AND CONDITIONS OF CONTRACT DATED APRIL 3, 1970 REMAIN IN FULL FORCE AND EFFECT.

HUROK CONCERTS, INC.

BY:

JOHN KORNFELD ASSOCIATES, INC.

BY:

HUROK CONCERTS INC.

S. HUROK, PRESIDENT

730 FIFTH AVENUE, NEW YORK, N. Y. 10019 TELEPHONE: CIRCLE 5-0500 CABLE: HURAT, N. Y.

March 24, 1971

Mr. Artur Rubinstein
Beverly Wilshire Hotel
9500 Wilshire Blvd.
Los Angeles
California 90212

Dear Mr. Rubinstein:

Enclosed are two addenda to your contracts in Vancouver and San Francisco.

Although you have already played these dates, our office thought you should have these for your records.

With best wishes.

Cordially yours,

Leah Sklar

(Mrs.) Leah Sklar

Encs.