

AGREEMENT between BONAIRE MUSIC, INC., offices at 343 West 58th Street, New York, New York, hereinafter called "BONAIRE", and FABIAN THEATRE CORPORATION, hereinafter called "PROMOTER".

1. BONAIRE will present a variety revue entitled "THE BIG BEAT" consisting of ALAN FREED, FATS DOMINOE and other artists. There shall be continuous performances at the Brooklyn Fox Theatre, Flatbush and Nevins Streets in Brooklyn, New York, commencing March 27, 1959 through April 5, 1959 inclusive.
2. The net receipts, after deduction of admission taxes, will be shared as follows: Fifty percent to BONAIRE and Fifty percent to PROMOTER until the gross receipts total sixty thousand (\$60,000.00) dollars exclusive of admission taxes and thereafter sixty percent to BONAIRE and Forty percent to PROMOTER.
3. It is acknowledged and agreed that the advertising expenditures are absolutely necessary for the financial success of this show and that the minimum advertising budget is to be no less than \$7,000.00, which is to be paid for by the PROMOTER. *Any money over that figure is to be split 50-50.*
4. Advertising expenses are understood to include paid newspaper, radio and television advertising for this show, together with outdoor advertising which would include cost of posters, cards, printing, rental of boards, posting and distributing of heralds or hand bills.
5. It is understood and agreed that at no time is the admission price to be less than Two dollars and Fifty cents (\$2.50), including tax, except by consent of both parties. It is further understood and agreed that an accredited representative of BONAIRE shall be allowed to access to the box office at all times and that final settlement upon the basis of the terms of this agreement will be made within Forty Eight (48) hours after the time that the final performance actually commences.
6. BONAIRE agrees to provide and pay for the services of the entire cast, personnel, trucking and transportation of the above named attractions and to provide an ample supply of publicity material, photographs and ad mats, also, to obtain rights, permits, franchises and sanctions to use all the music and spoken parts which will be performed, other than as covered by the blankets, ASCAP, BMI and SESAC licenses, to maintain and pay all necessary workman's compensation insurance for all of the employees with the show and to comply with rules, regulations and local ordinances of the county, state or province in which the performance is held.
7. PROMOTER agrees to provide the premises and appurtenances of Brooklyn Fox Theatre properly staffed with ushers, cleaners, ticket sellers and ticket takers, local stage hands, and standbys if required by any union or guild, adequate spotlights with necessary operators, tickets, a stage or platform complete with bandstand, ASCAP, BMI and SESAC licenses, and/or all other items of local expense, to carry and maintain and pay for liability insurance; to obtain and pay for any and all licenses or permits as are required under the laws of the county, city or state, or province, in which the performance is to be held; to supply an adequate public address system, to provide and operate an adequate air conditioning system prior to ~~the~~ and during the entire performance, to supply ~~two~~ *one* pianos which will be tuned to 440 pitch.

8. Issuance of complimentary tickets shall not exceed five hundred passes and PROMOTER shall be liable to BONAIRE for the regular price of ticket for such a complimentary pass which is given in excess of said passes.
9. Selling of souvenir programs shall be the sole right of BONAIRE and/or its assignee but the arrangements for the sale of this item shall be made with the PROMOTER and/or the local concessionaire, and BONAIRE waives all claims to any other local concession. In the event PROMOTER and/or local concessionaire fails to make such arrangements no programs shall be sold or otherwise distributed for/or at said performances.
10. The PROMOTER agrees that it will not contract with any person, firm or corporation for the presentation of any variety show in the city of New York featuring singing or dancing or similar to "THE BIG BEAT" for a period of three weeks prior to and three weeks after the date of performance covered by this contract unless expressly waived by BONAIRE in writing; BONAIRE also agrees that neither it nor ALAN FREED personally will contract with any person, firm or corporation for the presentation of any variety show featuring singing, dancing or similar to the "BIG BEAT" for a period of three weeks prior to and three weeks after the date of performance covered by this contract unless expressly waived by PROMOTER in writing.
- 11.A. In the event of accident, sickness, hazzard of weather, mechanical breakdown, cancellation or delay of transportation facilities, strikes, act of God or any other reason beyond BONAIRE'S control which prevents any principal performer from appearing at any performance the PROMOTOR is still obligated to fulfill this contract and may deduct only the salary of the individual principal performer unless BONAIRE provides a substitute performer of substantially equal standing.
- B. In the event of sickness, accident, strike, act of God, or any other reason that BONAIRE cannot control which prevents BONAIRE from being ready, able and willing, to have acts available to perform at the time and place above scheduled, neither parties shall have any obligation or liabilities to the other by reason of this agreement.

IN WITNESS WHEREOF, we have signed this agreement this 6 day of Feb, 1959

BONAIRE MUSIC, INC.

BY Jack Isaacs

FABIAN THEATRES CORPORATION

BY Eh Fabian