

JAMES SMITH & MCCARTHY
Attorneys and Counsellors at Law
Suite 900, 1000 Broadway
Los Angeles, Cal.

THIS AGREEMENT, made and entered into
this 15 day of ~~January~~^{Dec}, 1949, by
and between

FAMOUS PLAYERS-LASKY COR-
PORATION, a corporation,

organized and existing under and by
virtue of the laws of the State of
New York, and doing business under
and by virtue of the laws of the
State of California, with its prin-
cipal place of business in California
at Hollywood, Los Angeles, California,
party of the first part, hereinafter
called the "Company",

~~K~~ARL STRUSS,

of Los Angeles, California, herein-
after called the "Artist",

W I T N E S S E T H T H A T :

WHEREAS, said Company is engaged in the business of
manufacturing and producing motion picture photoplays, and in
the manufacture and marketing of motion picture plays and produc-
tions generally; and,

WHEREAS, in the manufacture and production thereof the
Company conducts and has conducted experiments in photography, and
in all of its branches, including the taking of the photograph,
the developing of the film, and the producing of color effect, and
in the advancement of photography and developing, and general film
work; and for the purpose of discovering and perfecting machinery
and processes for such purposes; and,

WHEREAS, it is necessary that persons be employed by
said Company to assist in, and in part to conduct experiments, and

1 to carry on and conduct the taking of said pictures and the devel-
2 oping of said films, and to assist in the accomplishment of said
3 purposes; and,

4 WHEREAS, the Artist has been so engaged in the employ of
5 the Company, and is desirous of continuing in such employ,

6 NOW, THEREFORE,

7 IT IS HEREBY AGREED THAT:

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9 (1) The Company hereby employs the Artist, and the Artist
10 hereby agrees to render his services to and for the Company ex-
11 clusively, as a camera operator and laboratory employee, to act as
12 camera operator in the photographing of motion pictures, and to
13 perform general laboratory duties, and to assist in or conduct ex-
14 periments and research work in the taking of photographs, the dev-
15 eloping of films, in the producing of color effect, and in the ad-
16 vancement of photography generally, and for the accomplishment of
17 the purposes of the Company; all for the period of two (2) years,
18 from December 15, 1919, to-wit: for the period from December 15,
19 1919, to and including December 14, 1921.

20 (2) The Artist shall be paid, as full compensation for such
21 services, the sum of One Hundred Dollars (\$100.00) per week for
22 the first six months of said period, to-wit: for the period from
23 December 15, 1919, to and including June 14, 1920; and a salary
24 at the rate of One Hundred and Twenty-Five Dollars (\$125.00) per
25 week for the second six months of said period, to-wit: for the
26 period from June 15, 1920, to and including December 14, 1920; and
27 a salary at the rate of One Hundred and Fifty Dollars (\$150.00)
28 per week for the third six months of said period, to-wit: for the
29 period from December 15, 1920, to and including June 14, 1921;
30 and a salary at the rate of One Hundred and Seventy-Five Dollars
31 (\$175.00) per week for the last six months of said period, to-wit:
32 for the period from June 15, 1921, to and including December 14,

1 1921.

2 (3) Any and all formulas, processes and methods used in the
3 work aforesaid, are the secret formulas, processes and methods of
4 the Company, and are necessarily disclosed to the Artist for the
5 purpose of securing the performance of the work of the Artist, and
6 it is agreed that the said Artist shall not in any manner use or
7 employ any method, formula or secret process, discovered or used
8 by said Company, or which shall be hereafter discovered or used,
9 or disclose the same to any person, firm or corporation.

10 (4) Any and all processes, methods, formulas, devices and
11 articles of every kind, and any and all improvements and modifica-
12 tions thereof, discovered, perfected or invented during the period
13 of employment of said Artist, and of any extensions thereof, by
14 the Artist or otherwise, are and shall be the property of the Com-
15 pany, and the Artist does hereby transfer, release, remise, re-
16 linquish and quitclaim any and all his right, title and interest,
17 which he now has or which he may acquire, in and to the same, to
18 the said Company, and does hereby authorize the Company to apply
19 for and secure patents for the same in its own name, and as its
20 own discovery and property, and the said Artist covenants and agrees
21 that he will, upon demand, himself or jointly with others, apply
22 for letters patent to the Company by customary form of assignment
23 thereof; provided, however, that in the event the Company uses
24 or causes to be patented any processes, inventions or discoveries
25 made by the Artist during the period of his employment, then the
26 Company shall pay to the Artist in addition to the salary herein
27 provided for, a bonus in such sum as, in the opinion of the
28 Company, shall under the circumstances be fair as a bonus to the
29 Artist, the amount of such bonus to be left entirely to the judg-
30 ment of the Company.

31 (5) In the event that one-half or more of any completed
32 picture in the photographing of which the Artist has been employed,

1 is composed of scenes photographed by the Artist, then and in
2 that event the Artist shall be given joint recognition on one of
3 the "credit titles", as one of the photographers of such production.

4 (6) The said services shall be rendered conscientiously, ar-
5 tistically and to the best ability of the Artist, and at such
6 times and places as shall be necessary or proper to the careful
7 and efficient performance of said services. All services of the
8 Artist shall be subject and obedient to the supervision, instruc-
9 tion and orders of the Company, through its officers and agents.
10 The Artist shall conduct himself, and shall render said services,
11 subject and obedient to the rules of the Company with reference
12 to its laboratory and camera employees, as announced from time to
13 time.

14 (7) The Artist, during the term hereof, shall devote his
15 entire time and attention to the performance of the services as
16 herein provided, and shall not, during said time, devote any of
17 his time to or render any service in connection with the motion
18 picture or film industry, or in connection with photography or the
19 development or coloring of films in any of their arts or branches,
20 to or for any other person, firm or corporation.

21 (8) In the event that the Artist shall become unable, for
22 any reason, to perform any or all of the conditions of this agree-
23 ment on his part to be performed, on account of illness, injury
24 or otherwise, then the salary herein agreed to be paid to him
25 shall cease, until he shall again be able to render said services;
26 provided, however, that this provision shall not relieve the Com-
27 pany from compliance with the terms of the Workmen's Compensation,
28 Insurance & Safety Act of 1917, of the State of California, and
29 any amendments thereto.

30 (9) It is agreed that in the event that the Company is pre-
31 vented from making motion pictures with the participation of the
32 Artist, by reason of the enactment of any law, ordinance or regu-

lation, by any national, state or municipal authority, or by reason of the issuance of any Presidential proclamation or order, governing or applicable to the locality wherein the studio at which the Artist is then employed shall be situated, or if by reason of the act of God, strike, casualty, epidemic or unavoidable^d accident, none of which contingencies could be foreseen or provided against, rendering it impossible for the Company to make pictures with the participation of the Artist, then the Company may suspend, without salary, the Artist's employment for such time as such law, regulation, ordinance, proclamation or order is in force and effect, or such impossibility or condition exists, but such suspension of employment for any of such reasons or causes, without salary, shall not exceed in the aggregate four (4) weeks during the entire term of this contract. Such suspended period shall be added to the term of this agreement during which the suspension occurs, and the term of this contract shall be extended accordingly, for the period of time equal to the period of such suspension.

(10) A waiver at any time, or from time to time, by the Company, of the violation of any of the terms of this agreement by the Artist, shall not be construed as a waiver of any subsequent violations thereof.

(11) Said services shall be rendered at any time and place directed by the Company, and the Artist shall be present for and shall render said services at any time and place required or directed by the Company.

(12) If, at the time otherwise fixed as the date of termination of this contract, the Artist is engaged in or about the taking or developing of any film, photograph, motion picture photoplay or motion picture other than photoplay, or in or about any uncompleted experiment in the art of photography, film, developing or color process, as applied to films, then it is hereby agreed that this agreement shall continue and be enlarged and extended at the same

1 salary being paid to the Artist at the time otherwise fixed as the
2 date of termination hereof, until the services of the Artist are
3 no longer required in such uncompleted work.

4 IN WITNESS WHEREOF, the Company has caused this instru-
5 ment to be executed, and the Artist has hereunto set his hand,
6 the day and year first above written.

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8 FAMOUS PLAYERS-LASKY CORPORATION

9
10 By Cecile B. Sullivan
11 (Company) *Director General*

12
13 Karl Struss.

14 (Artist)

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16 WITNESS:

17 James N. Dralidge
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A G R E E M E N T

FAMOUS PLAYERS-LASKY
CORPORATION

and

KARL STRUSS

DATED: ~~Dec 15~~ 15 1919

JAMES, SMITH & MCCARTHY

ATTORNEYS AT LAW

SUITE 919 STORY BUILDING

COR. SIXTH AND BROADWAY

LOS ANGELES, CAL.

PIO 1051