

AGREEMENT executed at Los Angeles, California, October 14th, 1922, by and between B. P. SCHULBERG, hereinafter referred to as the "producer", and KARL STRUSS, hereinafter referred to as the "employee",

W I T N E S S E T H:

For and in consideration of the mutual covenants, conditions and agreements hereinafter contained and set forth, the parties hereto have agreed and do hereby agree as follows:

1. The producer hereby engages the employee as cameraman in and about his business of producing plays and scenes, and making and producing photoplays thereof.

2. The term of this agreement shall commence upon completion of fourth (4th) Gasnier production 1922, and shall continue for the term of one year.

3. Upon condition that the employee faithfully performs each and all of his agreements herein contained, the producer shall pay to the employee, as compensation for his services, including the use of the camera hereinafter referred to, during the first six months of said term, the sum of Two hundred seventy-five dollars (\$275.00) per week, during the period or periods required for the actual photographing of any photoplay hereunder, and under the last six months of said term, the sum of Three hundred dollars (\$300.00) per week during the period or periods required for the actual photographing of any photoplay hereunder. Between photographing periods the producer agrees to pay the employee a weekly salary of One hundred twenty-five dollars (\$125.00). The foregoing salaries shall be pro-rated on a six (6) day basis. By the period required for the actual photographing of any photoplay, is meant the length of time

actually necessary to photograph the cast in a motion picture, not including tests prior to the commencement thereof to determine make-up or other matters, and not including the time required to make still photographs before or after such period. In the event that any retakes are necessary after the completion of the actual photographing of any picture, the interval between the completion of the picture and the taking of such retakes shall not be included as part of the photographing period.

4. The employee hereby accepts such employment and agrees that during the term aforesaid he will perform services as a camera-man as required by the producer, for the producer exclusively, and will not engage, directly or indirectly, in any branch of the motion picture or theatrical business, or render any services of any kind whatsoever in any way connected with moving picture productions, art or business, for any other person, firm or corporation, or write or assist in writing any scenario or engage directly or indirectly in any branch of photographic work for any other person, firm or corporation, without in each instance first obtaining the written consent of the producer.

5. The employee agrees to furnish at all times during his employment hereunder, a fully equipped, adequate motion-picture camera, and to use the same in the performance of his services hereunder.

6. Should the employee be required to perform any services hereunder in any place other than the city of Los Angeles or its environs, the producer shall pay all necessary traveling expenses of the employee.

7. Should the employee become incapacitated by illness or otherwise from complying with the terms of this agreement,

the payment of compensation shall be suspended during the period of disability, or the producer, at his option, may terminate this agreement.

8. No waiver by the producer of any breach of any covenant or provision of this agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other covenant or provision.

9. This agreement shall inure to the benefit of the successors and assigns of the producer.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands the day and year first above written.

R. W. Schulenberg

Karl Struss.

A G R E E M E N T

Between

B. P. SCHULBERG

and

KARL STRUSS

: : : :

October 14, 1922.

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LOEB, WALKER AND LOEB
610 PACIFIC MUTUAL BUILDING
523 WEST SIXTH STREET
LOS ANGELES, CAL.