

Los Angeles, California, September 17, 1924

B. P. SCHULBERG PRODUCTIONS, INCORPORATED, a California corporation, hereinafter referred to as the "producer" hereby employs and engages KARL STRUSS, hereinafter referred to as "Struss," as cinematographer to photograph the photoplay temporarily entitled "White Man," and the said Struss hereby accepts such employment; and the parties hereto do mutually agree as follows:

1. The terms hereof shall commence when the said Struss is actually required to begin the photographing of said production, which it is estimated will be on or about September 22nd, 1924, and shall end with the completion of the photographing of said production, unless sooner terminated as hereinafter provided. In the event that, after the expiration of the term hereof, the producer should desire the services of Struss in making retakes or in taking added scenes, or in making any other change in said photoplay, the said Struss agrees to render such services, in connection therewith, as the producer may request, at the same compensation as is provided for herein, said compensation to accrue only for the days on which the said Struss is actually so employed.

2. The producer agrees to pay Struss at the rate of Two hundred twenty-five Dollars (\$ 275) per week, and in computing salary for less than one week, a day's salary shall be one-sixth of the weekly rate. The producer need pay no salary during any period that Struss is incapacitated, by illness or otherwise, from performing the required services hereunder, and in the event of such illness or incapacity, may, at its option, terminate this employment. The said Struss shall be entitled to no additional compensation for services rendered at night or on Sundays or holidays.

3. Said Struss agrees to observe all reasonable rules and regulations of the producer and to perform all services hereunder, to the full limit of his ability, and at all times, and wherever required or desired, as the producer may request.

4. Should Struss be required to perform services hereunder in any place other than the city of Los Angeles or its environs, the producer shall pay the necessary traveling expenses of Struss, including board and lodging.

5. In the event that the commencement, continuation or completion of said photoplay shall be suspended by reason of any fire, casualty, strike, unavoidable accident, act of God, or by the issuance of any executive or judicial order, then and in that event this agreement, at the option of the producer, shall be suspended both as to services and compensation during the period of suspension of production. This agreement may be terminated by the producer at any time if the producer conscientiously and in good faith believes that Struss is not satisfactorily performing the required services hereunder or is not suitable for the work assigned, or in the event that the commencement, continuation or completion of said photoplay for any of the above reasons, is abandoned, suspended, delayed or interfered with.

6. The producer shall have the exclusive right to the services of Struss during the term hereof. Struss further agrees that during the term of this employment, he will not accept any other engagement to photograph any other picture, or parts of any other picture.

7. The producer attaches to the work of Struss a special and unique value and avers that he cannot be replaced by another photographer of equal skill, efficiency and experience, and that this is a vital consideration moving the producer to engage Struss for the photographing of "White Man," and Struss recognizes this special and unique value to the producer and accepts the engagement upon the basis of his knowledge that he could not, without great difficulty and expense, be replaced.

8. Struss represents and warrants to the producer that he is fully competent in all respects to enter into this agreement.

EXECUTED the day and year first above written.

B. P. SCHULBERG PRODUCTIONS, INCORPORATED.

By B. P. Schulberg

Karl Struss.