

AGREEMENT executed at Los Angeles, California

Oct 29-1924, by and between METRO-GOLDWYN-MAYER CORPORATION, a New York Corporation, 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 employs and engages the employee to render his exclusive services as cameraman in and about the producer's business of producing plays and scenes and making and producing photoplays thereof.

2. The term of this agreement shall commence on October 30th, 1924, and shall continue thereafter for a period necessary to enable the producer to complete the photographing of a feature photoplay to be selected by the producer; provided, however, that should the producer elect to do so, it may require the employee to render services hereunder in Europe in connection with the production of the photoplay entitled "BEN HUR", which photoplay is now being produced in Europe, in which event the term hereof shall continue from and after October 30th, 1924, for such time as the producer may elect to continue the services of the employee in connection with the photographing of said photoplay "BEN HUR". In any event, the producer agrees that the term hereof shall continue for a period of not less than five (5) weeks from and after October 30th, 1924.

3. Upon condition that the employee shall fully and completely perform each and every term and condition of this agreement on his part to be performed, the producer shall pay to the

employee, as compensation therefor, the sum of THREE HUNDRED DOLLARS (\$300.00) per week for each and every week during the term hereof; said compensation to be due and payable on Saturday of each week during said term for services rendered up to and including the Wednesday preceding.

4. The employee hereby accepts such employment and agrees that during the term aforesaid he will perform services as cameraman solely and exclusively for and as requested by the producer, in and about its business of the production of motion pictures, and further agrees that he will promptly and faithfully comply with the reasonable directions, requests, rules and regulations made by the producer in connection with the production of motion pictures as aforesaid. The employee agrees to perform and render the same conscientiously and to the full limit of his ability and as requested by the producer at all times, and that he will perform and render such services wherever required or desired as the producer may request or find necessary or convenient. Whereas the production of motion pictures involves the exercise of discretion, taste and special skill, the employee agrees at all times to render said services to the full satisfaction of the producer, who shall be the sole judge thereof. The term "Service as cameraman" or its equivalent, as used herein, shall include, in addition to the actual photographing of the plays and scenes under the supervision and instructions of the producer, such other services as may be required of cameramen according to the custom of the industry.

5. The employee agrees that he will, during the term hereof, render said services solely and exclusively for the producer, and agrees that he 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 therewith, for himself or for any other person, firm or corporation, 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.

6. In the event that, by reason of sickness or otherwise, the employee should become incapacitated and prevented for a period of ten (10) days from performing the services contemplated hereunder, or in the event that the producer should be hindered or prevented by riots, fire, flood, strikes, internal or external disturbance, national epidemic or calamity, or the act of God, or of a sovereign power, or the public enemy, or other cause or causes beyond the control of the producer, from carrying on its business in the usual and ordinary course thereof, or in case the producer hereafter decides to suspend or abandon the making of the production in which the employee shall be directed to render services hereunder, this agreement shall be suspended both as to services and compensation, and the producer shall have the right, at its option, to forthwith terminate and cancel this agreement.

7. Should the employee be required to perform any services hereunder in any place other than Culver City, or the city of Los Angeles, or its environs, the producer shall pay all necessary travelling expenses of the employee reasonably incurred by the rendition of such services; provided, however, that should the producer require the employee to render services hereunder in Europe in connection with the production of the photoplay entitled "BEN HUR", it is distinctly understood and agreed that the producer shall only be required hereunder to furnish the employee with railroad and steamship transportation from Los Angeles, California, to such place in Europe as the producer may designate, and return, and the employee shall pay all of his own living expenses from the time of his departure from Los Angeles until his return to Los Angeles, California. Notwithstanding anything elsewhere herein contained it is distinctly

understood and agreed that if the employee shall be required to render services hereunder in connection with said photoplay "BEN HUR", then, and in that event the employee immediately upon the completion of his services in connection with "BEN HUR", shall return directly to Los Angeles, and the salary of the employee shall be paid to him during the period reasonably required by him in returning directly to Los Angeles.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

METRO-GOLDWYN-MAYER CORPORATION

BY

Wm. H. Hays  
Vice President.

Karl Struss.