

Sixth

In addition to the several considerations herein-
above set forth, you shall receive one-half of any profit
to us, arising from your services; it being agreed that
"profit" shall represent the amounts received for your
services by us that are in excess of the salary paid you
during the period for which we are paid such amount, and
after all salaries paid to you by us for the time during
which your services are not used, have been deducted.

"Second" should read,

And for the second six month's period, at a weekly
salary of Four Hundred Fifty (\$450.00) Dollars per week.

"First" adding,

Or to whomever rented out.

27th day of 1927, by and between D. W. GRIFFITH, an individual, hereinafter for convenience sake called the Director or Producer, the party of the first part, and KARL STRUSS, the party of the second part, hereinafter for convenience called the Artist:

WITNESSETH:

For the consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, by each of the parties hereto paid to the other, and other good and valuable consideration, receipt of which is hereby mutually acknowledged, it is hereby understood and agreed as follows:

First The Director hereby engages and employs the Artist as a motion picture photographer to engage and take part in the production of motion pictures as the Director shall see fit and as is deemed customary in the industry, wherever the Director may reasonably see fit, such employment to begin with the date of this agreement and to continue for a period ending with the first camera day of the first production directed and/or produced by the Director or to whomever the Artist is rented out in accordance with Clause 6 of this agreement, following the date of this agreement, for and at the agreed weekly salary of Three Hundred Fifty (\$350.00) Dollars per week, Four Hundred (\$400.00) Dollars per week for the first six months' period beginning with the first camera day of the next production following the date of this agreement which the Director shall direct and/or produce.

Second The Artist hereby grants to the Director an option on his exclusive services as described in this agreement for the further period of six months, commencing at the expiration of the principal period as hereinbefore specified, at a weekly salary of Four Hundred Fifty (\$450.00) Dollars per week.

The artist hereby grants to the Director an option on his exclusive services as described in this agreement for the further period of six months commencing at the expiration of the period contemplated by the foregoing option, provided the Director shall have exercised the same at a weekly salary of Five Hundred (\$500.00) Dollars per week.

The Artist hereby grants to the Director an option on his exclusive services as described in this agreement for the further period of six months commencing at the expiration of the period contemplated by the foregoing option, and provided the Director shall have exercised the same at the weekly salary of Five Hundred Fifty (\$550.00) Dollars per week.

The Artist hereby grants to the Director an option on his exclusive services as described in this agreement for the further period of six months commencing at the expiration of the period contemplated by the foregoing option, and provided the Director shall have exercised the same at the weekly salary of Six Hundred (\$600.00) Dollars per week.

The Director may execute any of the foregoing options provided he shall have availed himself of the option granted by the Artist for the period preceding the same by giving to the Artist a written notice of his intention so to do not less than thirty

days prior to the date for the commencement of such optional period. Said notice shall be given by mailing the same to the Artist, addressed to him at the studio or to his last known address or by delivering the same to him personally, and thereupon the Artist and the Director shall be obligated to each other for the said optional period upon the terms and conditions herein provided.

Third The Artist accepts such employment and promises and agrees to take part in the manufacture and production of motion pictures by the Director as herein described for the compensation above mentioned and as so ordered by the Director or his authorized agent. The Artist shall attend daily during the established working hours for the performance of his duties at whatever studio or studios or elsewhere he may be requested to do so by the Director.

Fourth The Artist agrees that during the life of this contract all his talents and services shall be exclusively devoted to the benefit of the Director, and he shall perform such services to the best of his ability and shall lend his best efforts, talents and assistance to the production of those motion pictures in which he takes part.

It is further mutually understood and agreed that the Artist's services are extraordinary and unique and not replaceable, and that there is no adequate remedy at law for a breach of this agreement by the Artist, therefore the Director, in the event of such breach by the Artist, shall be entitled to equitable relief by way of injunction or otherwise.

Fifth The parties hereto agree that during the life of this agreement any ideas or inventions or contributions to the art of photography made or perfected by the Artist shall become the sole and exclusive property of the Director.

Sixth Furthermore, it is agreed and understood that if at any time during the life of this contract the Director should see fit, the Artist's services may be rented out, or what is commonly termed in the industry, "farmed out" to any corporation or individual, and the Artist agrees to render such services to the corporation or individual aforesaid in the same manner as is described in this agreement.

It is agreed that the Artist shall receive one half of any profit to the Director arising from farming the Artist out as described in this paragraph, it being understood that the profit shall represent the amounts received for the Artist's services in excess of the salary paid the Artist during the period for which the Director is paid such amounts and after all salaries paid to the Artist by the Director for the time during which the Artist's services are not used have been deducted.

Seventh It is hereby mutually understood and agreed that the Artist is to furnish his own camera or cameras and any and all

regular photographic equipment customarily used by photographers in the industry. However, this does not include any unusual equipment for special effects.

Eighth It is further agreed by both parties that this agreement may be terminated at any time by either party by giving notice in writing to the other party. This agreement shall be in full force and effect from the date of execution by both parties.

This AGREEMENT made and entered into this 11th day of November 1927, by and between D. W. GRIFFITH INCORPORATED, having its office at 1476 Broadway, Borough of Manhattan, City and State of New York, hereinafter for convenience sake called the Corporation, the party of the first part, and EARL STRUSS, party of the second part, hereinafter for convenience called the Artist:

WITNESSETH:

For the consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, by each of the parties hereto paid to the other, and other good and valuable consideration, receipt of which is hereby mutually acknowledged, it is hereby understood and agreed as follows:

FIRST: The Corporation hereby engages and employs the Artist as a motion picture photographer to engage and take part in the production of motion pictures as the Corporation shall see fit and wherever the Corporation may reasonably see fit, such employment to begin with the date of this AGREEMENT and to continue for the following periods at the remuneration hereinafter stated, viz:

Commencing with the date of this AGREEMENT and continuing until the first camera day of the first production (following the date of this AGREEMENT) directed and/or produced by MR. D. W. GRIFFITH, or by such individual, firm or corporation to whom the Artist is rented out in accordance with Clause "Sixth" of this AGREEMENT, during which period the Artist shall receive the weekly salary of Three Hundred Fifty (\$350.) Dollars, continuing for the further period of six (6) months after said first camera day during which six

months' period the Artist shall receive the weekly salary of Four Hundred (\$400.) Dollars.

SECOND: The Artist hereby grants to the Corporation an option on his exclusive services as described in this AGREEMENT for the further period of six months, commencing at the expiration of the principal period as hereinbefore specified, at a weekly salary of Four Hundred Fifty (\$450.) Dollars per week.

The Artist hereby grants to the Corporation an option on his exclusive services as described in this AGREEMENT for the further period of six months commencing at the expiration of the period contemplated by the foregoing option, provided the Corporation shall have exercised the same at a weekly salary of Five Hundred (\$500.) Dollars per week.

The Artist hereby grants to the Corporation an option on his exclusive services as described in this AGREEMENT for the further period of six months commencing at the expiration of the period contemplated by the foregoing option, and provided the Corporation shall have exercised the same at the weekly salary of Five Hundred Fifty (\$550.) Dollars per week.

The Artist hereby grants to the Corporation an option on his exclusive services as described in this AGREEMENT for the further period of six months commencing at the expiration of the period contemplated by the foregoing option, and provided the Corporation shall have exercised the same at the weekly salary of Six Hundred (\$600.) Dollars per week.

The Corporation may execute any of the foregoing options provided it shall have availed itself of

of the option granted by the Artist for the period preceding the same by giving to the Artist a written notice of its intention so to do not less than thirty days prior to the date for the commencement of such optional period. Said notice shall be given by mailing the same to the Artist, addressed to him at the studio or to his last known address or by delivering the same to him personally, and thereupon the Artist and the Corporation shall be obligated to each other for the said optional period upon the terms and conditions herein provided.

THIRD: The Artist accepts such employment and promises and agrees to take part in the manufacture and production of motion pictures by the Corporation as herein described for the compensation above mentioned and as so ordered by the Corporation or its authorized agent. The Artist shall attend daily during the established working hours for the performance of his duties at whatever studio or studios or elsewhere he may be requested to do so by the Corporation.

FOURTH: The Artist agrees that during the life of this contract all his talents and services shall be exclusively devoted to the benefit of the Corporation, and he shall perform such services to the best of his ability and shall lend his best efforts, talents and assistance to the production of those motion pictures in which he takes part.

It is further mutually understood and agreed that the Artist's services are extraordinary and unique and not replaceable, and that there is no adequate remedy at law for a breach of this AGREEMENT by the Artist, therefore the Corporation, in the event of such breach by the Artist, shall be entitled to equitable relief by way of injunction or otherwise.

FIFTH: The parties hereto agree that during the life of this AGREEMENT any ideas or inventions or contributions to the art of photography made or perfected by the Artist shall become the sole and exclusive property of the Corporation.

SIXTH: Furthermore, it is agreed and understood that if at any time during the life of this contract the Corporation should see fit, the Artist's services may be rented out, or what is commonly termed in the industry, "farmed out" to any corporation or individual, and the Artist agrees to render such services to the corporation or individual aforesaid in the same manner as is described in this AGREEMENT.

It is agreed that the Artist shall receive one half of any profit to the Corporation arising from farming the Artist out as described in this clause, it being understood that the profit shall represent the amounts received for the Artist's services in excess of the salary paid the Artist during the period for which the Corporation is paid such amounts and after all salaries paid to the Artist by the Corporation for the time during which the Artist's services are not used have been deducted.

SEVENTH: It is hereby mutually understood and agreed that the Artist is to furnish his own camera or cameras and any and all regular photographic equipment customarily used by photographers in the industry. However, this does not include any unusual equipment for special effects. No liability shall attach to the Corporation for any loss, damage or injury to said equipment.

EIGHTH: It is understood and agreed that the Artist shall have full screen credit on each production which he photographs. Screen credit shall be understood to mean that the Artist's name shall appear individually on the screen following the Director's credit title whenever possible, and if not possible, in the most prominent place following the

Director's credit title that is possible.

NINTH: This AGREEMENT is deemed to be in lieu and place of any other agreement now existing or heretofore existing between the Artist and Mr. D. W. Griffith and/or the Corporation, such agreements being by this AGREEMENT terminated and declared at an end.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT the day and year first written above.

Attest:

Albert H. Kung
Secretary

D. W. GRIFFITH, INCORPORATED

By

D. W. Griffith

Karl Struss (L.S.)

D. W. GRIFFITH, INCORPORATED

and

KARL STRUSS

A G R E E M E N T
