

Dear Ed,

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submitted March 24, 1998 for our review, especially
in allowing us to declare certain of our works
to be "marketable" items which we can sell, in
allowing us to ~~also~~ retain a lifetime ownership
of our copyrights, and permitting us to have access
to all archival materials, whatever P.A.F.W. consider
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them to be.

David and I are not used to the games
that business people play, but ~~even~~ in this
case you are putting the ^{point} before the
horse. ~~to pretend that~~ ^{you are} ~~most of~~ ^{generosity}
P.A.F.W. is to give us what we already possess.
There are no provisions in our original agreement
of October - 1954 which ^{in any way} convey the ownership
of our paintings, drawings, models and ^{other} ~~copy~~ ^{rights} ~~rights~~
to P.A.F.W. It must have ~~been~~ ^{been} P.A.F.W.
attorneys, when I wrote you a letter to
the effect pointing this out, since they
included ~~these~~ ^{such provisions} ~~provisions~~ in their effort
in the ~~letter~~ ^{letter} I received "Contract of March 15, 1997."
This March 15th document, ^{an overstatement and honest} ~~an overstatement~~ ^{mistake} ~~mistake~~ or
not, has all the appearance of deliberate deception.
and will be viewed as such should we have
to articulate these issues. The Contract of March 15, 1997
is null and void and was rendered so by your
apology and over meeting of May 22, 1997 to create
another ~~contract~~ ^{more equitable contract}.

David and I cannot accept the new

Accepting
the principle

quietly

And now this new Contract ~~and~~ which
has been submitted to us 10 months after
our meeting and just days before our scheduled
opening at the Bechtle^{at} Museum. Your
note accompanying the Contract mentions that
it was not ready for review until Oct. Dec. 1957
and even then you delayed sending it to
us until you had time from your crushing
schedule to make a few additions. ^{I have suspicion of your schedule and}
believe you, Ed. ~~I don't~~ I don't want to believe
that the delay was simply another ^{for the same thing of our} move in
a business strategy. ^{Sunday and I spent sometime in conversation this same day} But the final result of this ^{agreement}
delay is that we have precious little time
work something out.

The problem with the new Contract is
that it assumes that OATW has rights that
it does not possess. This makes the Agreement
unacceptable on principle. Since the
"renewed" Contract of March 15, 1957 ^{is} void we
must work from the principles of ^{our} the first Agreement
in which OATW is not given ownership or
rights to any of the materials we created to
produce the designs used on the Theater walls.

At the end our mutual situation can be
~~adjusted~~ worked down to adequate compensation

On the final Analysis, Ed, our situation ^{is} adequate
and fair compensation. ~~for our time, our production~~
~~of OATW works~~

What amounts to:

For \$12,500 each per year, Scott

and to make ourselves available on top priority
basis to work with OATW in labors that in Cleveland
consumed literally thousands of hours - much of it
time taken from our other projects. We produced design
which, had they all been implemented would have
greatly added to the beauty and the interest of the
Hall. ^{But} all that work and commitment, ^{just} I shall
do not know what will or will not be used.
Our The Coherence of our original decorative
program appears to be ~~at~~ fragmented.

Ward 40

as Scott's
design will
show

yet

I do not believe that you could have employed any artist of our level of sophistication and skills for what amounted to a \$12,500 a year retainer and still expect to be given all artistic production relating to the hall and the copy work as well.

The Bass Hall project was not even considered an economic windfall for us. In fact we knew our involvement was going to cost us millions dearly - which it did. We have a long and clearly established record of prices for work of comparable scale and complexity. According to these prices we produced about \$300,000 worth of art drawing and paintings. I ^{on an even basis} ~~firmly~~ have no idea about how commercially ~~valuable~~ attractive much of our work will be, but we are willing to test it by offering it to the general public.

I think you should keep in mind that the sum of \$12,500 is what Scott gets for a standard 22" x 30" watercolor - three weeks of work. I would get the same amount for about one and one half 22" x 30" watercolors. Scott worked a solid month on the portrait of your mother and father and you know what he is paid for ^{his representation} ~~his~~ production.

The drawings and paintings produced in the course of our involvement with Bass Hall represent a considerable amount of work for which PAFW (under the terms of our original agreement) was not required to purchase. It was certainly a sweet deal for PAFW, who needed every cent to build and endow the Hall ^{and for} not enter into the art collecting business. There was always the hope that we could ^{find some of our} ~~sell some of our~~ art to recoup losses resulting from time spent on the theater.

So, Ed, in the end our relationship with PAFW is about adequate compensation for our work. If PAFW wants our art and the writer to reproduce our designs (then not actually applied to the theater walls) Ed must pay us a fair market price for the work.

The prices I quoted to you in the black notebook of photos ^{asked for} I sent two weeks ago are actually on the low side. And even then I stated that I was willing to negotiate the price still further if you ^{or OAFW} purchased the entire collection.

I truly believe that should our relationship with OAFW be brought to some kind of arbitration we would be adequately compensated for our efforts. Scott and I simply ask to be paid for our drawing and painting. Should the option offered be excellent. In the event that this does not happen we simply want to go our own way unhindered. OAFW will be none the poorer for it. It cannot lose what it never had in the first place.

In the next part the opening of the Theater puts the project behind us. We will, of course, make ourselves available to ~~help~~ help & design production or any one in the implementation of our designs should you decide to use them. It is now time to look ahead and to return to important projects which have been ^{too long} delayed. We wish ^{you and OAFW are} the Hall every success. No body has worked longer or harder on this point than you.

Best wishes

for taking
our leave,