

10 W. 66 St. N. Y. C.

The Philharmonic-Symphony Society of New York

AGREEMENT

This Agreement, made this 16th day of April, 1928, by and between THE PHILHARMONIC-SYMPHONY SOCIETY OF NEW YORK, hereinafter called the party of the first part, and Joseph Ernouts, as a member of Local No. 802 of the American Federation of Musicians, hereinafter called the party of the second part.

FIRST: That the party of the second part agrees to play as Solo Bell with the orchestra of THE PHILHARMONIC-SYMPHONY SOCIETY OF NEW YORK during the season of 1928-1929 in rehearsals and concerts whenever and wherever called upon, for 28 consecutive weeks, beginning on or about October 1, 1928.

SECOND: That he will abide by all reasonable rules and regulations of THE PHILHARMONIC-SYMPHONY SOCIETY OF NEW YORK.

THIRD: That he will not accept during the continuation of this contract, without the permission of the party of the first part, any other engagement in symphony concerts or orchestral concerts of any kind, or play at balls, parades, vaudeville performances, or moving pictures requiring services twice daily.

FOURTH: The party of the first part agrees to pay the party of the second part during the period of above mentioned 28 weeks the sum of \$95.00 Dollars (ninety five) without further remuneration for incidental solos performed by the party of the second part.

FIFTH: The following conditions are accepted by both parties to this agreement as a part of such agreement:

IN NEW YORK:

1. Not more than four concerts and five rehearsals shall be required in any one week in consideration of the above mentioned salary.
2. Time limit in rehearsals to be two and one-half hours. Orchestra members to be seated and ready to play at time ordered. Overtime to be paid for at the rate of seventy-five (75) cents for every fifteen minutes or fraction thereof.
3. Rehearsals called after 6 o'clock p. m. to be paid for at the concert rate of sixteen dollars.
4. No concerts interchangeable for rehearsals and no rehearsals interchangeable for concerts.
5. Extra concerts to be paid for at the rate of sixteen dollars each; extra rehearsals five dollars.
6. Members of the orchestra to receive notice no later than six weeks before the closing of this season as to whether their services are required for the following season.

ON TOUR:

1. Seven concerts weekly. Time limit in rehearsals two hours. No free rehearsals. Overtime as above.
2. Board money seven dollars and fifty cents for every twenty-four hours. Board money on tour for broken weeks or single days, one dollar and twenty-five cents for every four hours or fraction thereof, computed from time of train or ferry leaving New York.
3. Broken weeks, i. e., wherein concerts take place in New York and on tour, not more than five concerts in one week, and two rehearsals.
4. Tours after the expiration of the above mentioned 28 weeks to be made under stipulations as may be directed by the American Federation of Musicians, unless such tours occur during the period from April 30 to September 1, when Section 6 of Article XIII, laws of the American Federation of Musicians, shall apply.

SIXTH: The party of the first part has the right to prolong this contract by notifying the party of the second part on or before March 1, 1929, but any prolongation must consist of consecutive weeks in immediate sequence to the 28 week period hereinbefore stipulated, except during Holy Week, when the party of the first part has the right to interrupt such sequence.

SEVENTH: In the event of war, national calamity or force majeure, the party of the first part has the right to cancel this contract.

The contracting party relies wholly upon the responsibility of THE PHILHARMONIC-SYMPHONY SOCIETY OF NEW YORK, a corporation, and all its assets and property, for the performance of this contract, and stipulates that no member of its Board of Directors shall be or become in any event personally liable hereunder.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year above mentioned.

THE PHILHARMONIC-SYMPHONY SOCIETY OF NEW YORK

Countersigned:

U. P. [Signature]
Orchestra Personnel Manager,
Member of Local No. 802, A. F. of M.

[Signature]
Executive Secretary
Joseph Ernouts