

AGREEMENT

AGREEMENT made this 26th day of January, 1972 by and between AMERICAN SOCIETY FOR EASTERN ARTS (hereinafter referred to as "Society") and Balasaraswati, teacher and performer of South Indian bharata natyam currently residing at 16 Ramanathan Chetti Road, Kilpauk, Madras, India (hereinafter referred to as "Artist").

A. General Provisions.

1. Definitions. As used in this agreement, the following terms will have the meanings hereinbelow ascribed to them.

2. a. "Parties" will mean Artist and Society.

b. "Term" will mean the period commencing with Artist's arrival in Oakland, California, on June 18, 1972, and ending on August 11, 1972.

c. "Performance" will mean any public or private appearance by Artist during which he performs in his field of the lively arts or demonstrates or lectures, in such field or related fields. Such performance, demonstration, or lecture may be before a live audience, ~~a radio or television audience,~~

~~motion picture cameras or audio or visual recording devices, or any combination of the above.~~ "Full performance" will be any performance except that two lecture-demonstrations or lectures of no more than 75 minutes each will count as one full performance.

d. "Residence" will mean that period during which Artist is living at or near the Society's school in Northern California and teaching, researching, or performing any related function at such school, including any performances of his art.

B. Duties of Artist.

1. Residence. Artist will spend the period between June 19 and August 11, 1972, as artist and teacher of South Indian bharata natyam in residence at Society's Summer School, Mills College, Oakland, California. During his residence, Artist will teach a maximum of 15 hours per week. Artist will also give special demonstrations of his work at the request of Society so that Society may make recordings of such work for its archives. Artist will also give performance at such times and places as Society may arrange, not to exceed 1 performance per week.

2. Permits from Own Government. Artist will obtain any and all permits, visas, passports, and other clearances for travel to the United States or to work in the United States or any other country, which may be required by his country's government. Society will assist Artist wherever possible in performing this duty.

3. Publicity. Artist will engage in such reasonable activities as Society may request relating to the publicizing of Artist, Artist's residence, and the other activities of Society, including but not limited to the preparation of news releases and publicity photos and posters, performance of interviews for television and radio and attendance at receptions and press conferences.

C. Artist's Undertakings. Artist will furnish his own clothing, costumes, incidental personal equipment and paraphernalia, tobacco and cigarettes during his residence in California.

D. Artist's Compensation. Artist will be paid for his services at the rate of \$1300 per month before taxes in United States currency, plus \$100 per month for food, to be used for herself and her daughter. Artist will be paid twice monthly, on the 15th and final day of each month and may from time to time be allowed advances against amounts earned but not yet paid, at Society's discretion. The salary due during the month of June will be paid to Artist upon his arrival at site of first program or residence.

E. Society's Undertakings. as provided in Paragraph B.2 above, Society will

1. Transportation. Artist will be provided with two round-trip, first class airplane tickets for herself and her daughter, Lakshmi, on carrier of Artist's choice, from Madras, India to San Francisco, California via the Pacific. Artist will receive a per diem allowance of \$50 per day for herself and her daughter (for a total of \$150) for three days travel expenses between Madras and San Francisco and an equal amount for her return flight between San Francisco and Madras. She should plan to arrive at least by June 18, 1972, or no earlier than June 17, 1972. Society will also pay for all travel by Artist necessitated in carrying out Artist's duties during the term of contract.

2. Lodgings. Society will furnish Artist with lodgings (including facilities for the preparation of his own meals) while in residence. When performances necessitate Artist travelling outside the San Francisco Bay Area, Society will pay accommodation and meals.

3. Medical, Legal, Insurance. Society will provide at its expense medical care and legal assistance, as required, the need for which arises out of or in connection with Artist's performance of this agreement, as well as liability, accident, and disability insurance up to reasonable limits of coverage.

4. Bookings. Society will be responsible for all details and expenses of booking performance for Artist. Society will assure that performances are booked in appropriate auditoriums or halls, and that proper stages, lighting and, when necessary, sound systems are provided. Society may in its discretion book a performance directly into an auditorium or enter into a booking agreement with a local sponsor. In either event, Artist will deal solely with Society and will have no business relationship with anyone other than Society. Artist will not play for benefits except when arranged through Society.

Wallace Thompson

Executive Director

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J. Balasubramanian
Artist

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5. Permits. Except as provided in Paragraph B.2 above, Society will obtain any necessary permits from United States, state, or local governments, labor unions, or any other organization or party whose permission or consent is necessary or advisable for the presentation of any one performance or group of performances or for the entire tour or period of residence.

F. Society's Receipts. When a performance is booked through a local sponsor, Society will receive and retain for its own use all amounts paid by such local sponsor for the performance. When Society acts as the local sponsor and books a performance directly into an auditorium, Society will receive and retain for its own use all amounts paid by members of the audience for admission, whether such amounts be denominated "admission" or "donation" or any similar phrase. Any amounts received by Society by reason of Artist's presence will belong entirely to Society. Artist will not have any claim to or rights in any of the funds in this paragraph above described. Artist agrees that should any such funds be paid to him by any party other than by Society, Artist will immediately pay such funds to Society.

G. Society's Exclusive Rights. During the term of this contract Society will be Artist's exclusive agent and manager. Artist agrees that he will not give any performance or make any recording or publication during such term except for, or with the express written consent of, Society. All rights, including common law and statutory copyright, to any such performance, recording, or publication, including all such royalties derived from the sale or other use thereof, will belong entirely to Society.

EXECUTED on the date first above mentioned at San Francisco, California.

AMERICAN SOCIETY FOR EASTERN ARTS

By Wallace Thompson

Executive Director

J. Balasaraswati
Artist