

Ralph Newman  
Gene Graves

August 23, 1963

Jim Cassin

Contracts with NYWF Corporation and Disney Enterprises

Potter and Pender called on Wednesday to check on our progress. They raised a number of points concerning the urgency of our planning and the typical exhortations to move on. Potter again expressed his opinion that we ought to call on the Disney organization to provide the complete design, and thereby avoid a time lag in selecting a designer.

Potter mentioned there should be a contract meeting in the very near future between the legal representatives of WED, NYWF, and the Illinois Commission. Here are my notes concerning the contracts.

CONTRACT WITH NYWF CORPORATION

1. The World's Fair Corporation agrees to pay WED Enterprises \$250,000 to cover the balance of the production fee for the Disney-Lincoln show in the Illinois exhibit for the first year (1964) of the World's Fair. The \$250,000 is an unsecured advance without guarantee by the Illinois Commission.
2. The Illinois Commission agrees to assign to the World's Fair Corporation 10% of the gross sales of items other than books sold by the gift shops operated for the Commission within the Illinois exhibit--up to a total payment of \$250,000 for the duration of the Fair. A percentage of 5% of the gross will be paid on the sale of books and related publications.
3. The Commission retains complete control of the selection of gifts, souvenirs, merchandising policies, pricing, and operation of the gift shops.
4. If for any reason the Illinois Commission does not participate in the second year (1965) of the New York World's Fair, rights to the Illinois building, exclusive of exhibit and furnishings, along with the Lincoln theme, will be turned over to the World's Fair Corporation.

*Big Controversy!*

CONTRACT WITH WED

1. The Illinois Commission agrees to pay WED enterprises \$100,000 for the first year (1964) production of the Lincoln show in the Illinois exhibit at the World's Fair.

August 23, 1963

2. WED will provide the following in production of the show: \*
  - a. The complete figure including chair and finish floor
  - b. The classical colonnade and balustrade
  - c. Curtains, complete with track and operators
  - d. All the concealed operating equipment
  - e. All lighting effects for the production
  - f. All speakers for the production
  - g. Projectors and screens (except cyclorama screen).
3. Illinois Commission will provide the following facilities: \*
  - a. The basic theater construction
  - b. Doors and door operators
  - c. Seating
  - d. Acoustical treatment
  - e. House lights, emergency lights, exit lights, and spot lighting of a speaker.
  - f. Mike and speaker system for a live speaker (also a platform)
  - g. Air conditioning
  - h. Toilets, service facilities, etc.
  - i. Walls, ceiling, and base floor to join WED Enterprises set outlined above
  - j. Basic conduit and wiring system and structural support system to accommodate installation of WED Enterprises set, lighting, speakers, and projection.
4. The Illinois Commission has an exclusive option to the Lincoln show for the second year (1965) of the World's Fair. It is understood that the WED production fee, on the same basis as outlined in Sections 2 and 3 above, will be \$250,000 for the year 1965.
5. The Illinois Commission will have complete control of the Lincoln show in the Illinois exhibit.
6. Use of the Disney name will be granted to the Illinois Commission within the established copyright laws. The Commission has complete control over the extent of identification provided to Disney and WED within the exhibit, and exclusive control over promotion of the auto-animated Lincoln figure and show within and without the Illinois exhibit.

In reviewing my notes it becomes perfectly clear that we will need extensive legal counsel in the preparation and review of contracts. I am also concerned that the Attorney General may have to be brought into the picture during contract negotiations.

As of this date we have not received drafts from Disney or NYWF Corporation in spite of their recent promises.

JAC:imr

\* According to memo of John Schruben (SQE) and Victor Greene (WED).