

**A PHOTO COPY OF DUKE ELLINGTON'S  
THREE-YEAR CONTRACT WITH WILLIAM  
MORRIS AGENCY, INC.**

Thanks to Mr. James Gatzka, USA, we are proud to be able to present to you this Duke Ellington document:

William Morris Agency, Inc.  
New York, N.Y.

Dated: June 2nd, 1941

Dear Sir (or Sirs):

The following is the agreement between us:

1. I hereby employ you as my sole and exclusive manager and representative, and also for my orchestra, throughout the world, with respect to the services, appearances, and endeavors of myself, or my orchestra, or both, in all matters and things in any and every capacity as a musician. This agreement refers to and includes the orchestra now conducted and being

presented by me known as DUKE ELLINGTON and any and all orchestras which I may conduct, present, use or be the leader thereof, at any time during the term of this agreement being known by said name or any other name. The term of this agreement, and subject to Paragraph 6 hereof, shall be for a period of

THREE (3) year(s).  
(not exceeding three years)

2. You hereby accept said employment and agree to use reasonable efforts to perform the following duties: To advise, aid and guide me with respect to my professional career, interests, services and talents, and with respect to my orchestra; seek to promote, publicize and commercialize the name, talents and artistic qualities of myself and also those of my orchestra; in my behalf to negotiate the terms of engagements and agreements offered for myself and/or the orchestra; carry on business correspondence; and generally to assist and advise me in managing and handling the business affairs of myself and/or my orchestra. You may render similar services to others and you may also operate other businesses and ventures at all times.
3. I hereby irrevocably and exclusively authorize you, while this agreement is in effect, to execute and deliver all contracts in my behalf for the services or appearances of myself and/or the orchestra. You are not to accept any engagements for me and/or the orchestra without my prior approval, which approval, however, I agree not to unreasonably withhold. All verbal or written communications or requests relating to the services or appearances of myself and/or my orchestra shall be referred promptly by me to you.
4. In consideration of the services agreed to be performed by you hereunder, I agree to pay you a sum equal to 10% of the gross monies or other considerations earned or received by myself and/or my orchestra, directly or indirectly, and in instances wherein said gross monies or other considerations amount to at least double the Federation scale or more, I agree to pay you an additional 5% of the said gross monies or other considerations. However, I agree to pay you a sum equal to 20% upon any and all engagements to be performed by myself and/or the orchestra at one or more places for three days or less. These percentages are to be paid you, as and when said gross monies or other considerations are received by me or the orchestra or by anyone else on my behalf upon any and all contracts or engagements now existing, entered into or negotiated during the term hereof or any extension thereof, and said percentages are to be paid you thereafter for so long a time as I and/or the orchestra receive payments upon such contracts or engagements and under any modifications, substitutions, extensions or renewals thereof. Said percentages to be paid you hereunder shall be computed upon the gross contract prices, including any and all other monies received for the services or appearances of myself and/or my orchestra. However, commissions are not due you on any engagement if the payment of same would result in myself and/or the orchestra receiving less than the Federation scale for our services.
5. You shall have the right to use or permit others to use, during the term of this agreement, the name and likeness of myself, as well as that of my orchestra, in any advertising or publicity matter regarding our services or appearances in such manner as you may deem advisable. During the term hereof, I will not permit anyone else to submit, use or advertise my name or that of the orchestra, or any name which I may hereafter adopt with respect to the services or appearances of myself and/or my orchestra, without your written consent. I agree not to engage during the term of this agreement, in any competitive business with you except by and with your written consent. I agree not to engage any other manager, representative or agent in any way relating to the interests, services, appearances or publicity of myself and/or the orchestra, or to engage any person, firm or corporation to perform any or all of the services to be performed by you hereunder, except by and with your written consent. I hereby permit you to advertise the fact that you are my exclusive manager and representative, and make such fact known wherever possible. I agree that neither I nor the orchestra will perform or appear or offer or agree to perform or appear, in any professional capacity or otherwise, except through you or with your written consent first had. I acknowledge that you are entering into this agreement by reason of the special, unique, unusual and extraordinary character of the talents of myself individually and in conjunction with said orchestra.
6. In the event that I and/or the orchestra are not offered or you do not execute contracts for engagements on behalf of myself and/or orchestra as provided in Paragraph 3 hereof either for:
  - (a) At least twenty (20) cumulative weeks of engagements, to be performed during each of the first and second six months of the first year hereunder, or
  - (b) At least forty (40) cumulative weeks of engagements, to be performed during the second and during the third year hereunder, or
  - (c) If during either such specified period both the orchestra and I were able, ready and willing to perform, then this agreement may be terminated, either by me or you immediately after the expiration of a period in excess of seven (7) consecutive or cumulative weeks of unemployment under (a) above or immediately after the expiration of a period in excess of thirteen (13) consecutive or cumulative weeks of unemployment under (b) above, provided either of us give written notice to the other to that effect by registered mail by no later than two (2) weeks after the expiration of the said total required number of weeks of unemployment as above specified. Failure to give said notice of termination within the times above stipulated shall constitute a waiver of any and all right to terminate this agreement under (a) or (b) above for any previous unemployment.
7. For the purpose of computing employment under paragraph 6 (a) and (b) above, any of the following shall constitute a full week's work during the entire calendar week that the engagement or engagements are performed, or are offered to be performed:
  - (1) During the week that I and/or the orchestra are to perform an engagement or engagements for at least four consecutive or cumulative days or more;

( P.T.O. )

- (2) During the week that I and/or the orchestra are to perform an engagement or engagements for less than four days, and the gross contract price or prices for said engagement or engagements total an amount equivalent to at least the minimum gross weekly earnings of myself and/or my orchestra during any one week of the preceding six (6) weeks;
  - (3) During the week that I and/or the orchestra are to perform only a commercial radio, concert or television engagement or engagements and the gross contract prices for same total at least three times the Federation scale then prevailing therefor.
8. You agree that you are now and will at all times, during the life of this agreement, remain a licensee of the American Federation of Musicians as provided in Standing Resolution No. 51 of said Federation and that otherwise this agreement shall terminate upon the cancellation of such license by the Federation or its surrender by you, and my orchestra and I are thereby to be released of and from all obligations and liabilities to you under this agreement for any contract and engagement made thereunder except as to commissions already accrued and which became payable before the date of such cancellation or surrender.
9. Neither this agreement or any provision hereof can be temporarily or permanently modified except by mutual agreement, subject to the constitution, by-laws, rules and regulations of the American Federation of Musicians. If you are a Corporation any temporary or permanent alteration or waiver of this agreement, or any provision hereof mutually agreed upon shall be ineffective unless signed by your President, or by one of your Vice-presidents. The entire agreement shall enure to the benefit of your successors or assignees and to any Corporation resulting from your reorganization, consolidation or merger. Wherever the term "year" is used it shall be deemed to mean fifty-two (52) weeks commencing with the month and day mentioned in Paragraph 1 above.
10. I represent that I and all members of my orchestra are members in good standing of the American Federation of Musicians and will remain in such good standing therein during the term of this agreement. The by-laws, rules, regulations and resolutions of the American Federation of Musicians, now or hereafter existing, are hereby made a part of this agreement, and any stipulations herein in conflict therewith shall be null and void.

Your signature herein below shall constitute this a binding agreement between DUKE ELLINGTON Seal

Accepted and agreed to:  
**WILLIAM MORRIS AGENCY, INC.**  
*William Morris*  
 This form of contract is drawn and approved by the American Federation of Musicians.  
**COPY RECEIVED:**  
*William Morris*  
 Orchestra Leader

*Duke Ellington*  
 Duke Ellington  
 Address  
**AGREED and ACCEPTED:**  
**DUKE ELLINGTON, INC.**  
 By *Duke Ellington* Printed in U. S. A.

Notwithstanding anything to the contrary contained in Paragraph 4 of our agreement dated June 2nd, 1941, your compensation shall be governed as follows:-

I agree to pay you, as and when received by me, ten percent (10%) of the gross compensation earned or received by me and my Orchestra during the term of your employment hereunder and thereafter while I am employed or receive compensation upon employment or contracts for me and my Orchestra entered into or negotiated for during the term hereof and upon renewals or extensions of such contracts or employment and upon contracts or employment substituted for or replacing directly or indirectly contracts or employment (substituted for or replacing directly or indirectly contracts or employment) now in existence or entered into or negotiated for during the term hereof and extensions and renewals or such contracts or employment; provided, however, that with respect to all engagements the duration of which is less than five (5) consecutive days at any one place and which engagements are commonly termed "one night stands", I agree to pay you ten (10%) percent of all compensation received or earned by me and my Orchestra up to and including Seven Hundred and Fifty (\$750.00) Dollars daily; fifteen (15%) percent in the event the compensation received by me and my Orchestra on such engagements is over Seven Hundred and Fifty (\$750.00) Dollars daily and up to and including Eight Hundred and Fifty (\$850.00) Dollars daily and twenty (20%) per cent in the event the compensation received by me and my Orchestra on such engagements is over Eight Hundred and Fifty (\$850.00) Dollars daily. Notwithstanding the prior provisions of this paragraph, it is understood and agreed that in the event the compensation received by me and my Orchestra for location spots is Twenty Five Hundred (\$2,500.00) Dollars weekly or less, I agree to pay to you in lieu of the compensation stipulated above five (5%) percent of the compensation received or earned by me and my Orchestra for the week or weeks during which my compensation is Twenty Five Hundred (\$2,500.00) Dollars or less. In the event the compensation received or earned by me and my Orchestra on location spots exceeds Twenty Five Hundred (\$2,500.00) Dollars weekly but is less than Two Thousand Six Hundred and Fifty (\$2,650.00) Dollars weekly, I agree to pay to you five (5%) percent of Twenty Five Hundred (\$2,500.00) Dollars weekly plus all of the excess of such compensation over Twenty Five Hundred (\$2,500.00) Dollars. In the event the compensation received or earned by me and my Orchestra for location engagements equals or exceeds Two Thousand Six Hundred and Fifty (\$2,650.00) Dollars weekly you are to receive ten (10%) percent of the gross receipts.

*W.M.*