This Agreement dated the <u>15</u> day of <u>March</u>, 19<u>72</u>; between the Fraternal Order of Police Lodge 91, party of the first part and hereinafter referred to as the "Association."

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Hal-Fran Association, Inc., party of the second part and hereinafter referred to as the "Agent."

WITNESSETH:

WHEREAS, the Association desires to sponsor an Annual Dance.

WHEREAS, the Agent has had experience and is engaged in the Business of conducting such campaigns; and WHEREAS, the Association is desirous of availing itself of the services of the Agent for its annual dance Campaign.

NOW, THEREFORE in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The Agent agrees to perform the following:

A. To bear the expense of purchasing suitable Dance Tickets, these Dance Tickets mutually agreed upon by both parties. The agreed upon Dance Tickets shall be used in each of the succeeding years of this agreement unless changed by mutual consent of the parties. Said Dance Tickets shall be limited to two (2) colors. B. To assume and bear all of the expense relating directly to the sale of the Dance Tickets and including but not limited to the costs of any necessary stationery printing telephone, postage and post office box expense.
C. To submit to the Association not less than twice a month a statement reporting the gross amount of monies collected from the sales of Dance Tickets. Said Reports shall indicate

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whether payment has been made by cash or check. This statement shall be submitted in duplicate to Association. One copy shall be retained by the Association, the other shall be returned to Agent with his Commission Check.

- D. To conduct the solicitation in such manner as to reflect on the high standards of the Police Department which are herein represented.
- E. To guarantee a gross collection of \$22,000.00.
- The Association agrees to perform the following:
 A. It will design and prepare the necessary wording for the Dance Tickets.
 - B. To pay Agent an amount equal to Sixty-five (65%) percent to total gross monies collected through sales of Dance Tickets, for a period of three years 1972, 1973 and for the period of 1974, an amount equal to Sixty-five (65%) percent of the gross. The contract shall be renewable at the option of both parties prior to six months before the expiration date in 1974.
 - C. To establish a bank account solely for the purpose of handling the funds received through the sales of tickets and further to pay to the Agent the commission due him within seven (7) days of the

receipt of the report and funds from the Agent. D. To reasonably cooperate to further the sale of Dance Tickets.

3. A. That commencing from the dates stated in No. B, the right to sell Dance Tickets shall be the exclusive right of the Agent.

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- B. The solicitation shall be restricted to the area within the boundaries of Allegheny County, excluding the City of Pittsburgh.
- C. It is understood and agreed that the Agent and his salesmen will not use the name of members of officers of the Association, except to state that they are members or officers of the Association. The Agent and his salesmen shall not represent themselves to be members or officers of the Association nor shall they say they are selling for officers or members of the Association.
- D. There shall be no limitations on the number of Dance Tickets sold in any one sales year.
- E. The prices for said Dance Tickets shall be as follows:
 - (1) Booster Tickets Admit One Couple \$5.00 each
 - (2) Patron Tickets Admit One Couple 10.00 each
 - (3) Books of Patron Tickets Admit Five Couples 25.00 each

 F. In case of a major economic recession or depression this contract will be reviewed at the option of
 both parties.

Dance

4. The parties further mutually agree to the following conditions:

A. In the event that Herbert Halsband, President of Hal-Fran Association, Inc., "Agent" herein, shall become deceased during the term of this Agreement, the "Association" shall have the immediate right to terminate this Agreement.

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- B. In the event that Lodge 91 or employees of the "Agent" herein shall incur fines or penalties of any kind from any source whatever while conducting their solicitation, the "Agent" agrees to pay all such fines and penalties and to save harmless the Association from same. Provided, however, that the Association agrees and promises to make every effort to avoid the levying of fines against it and will actively defend itself in any proceeding in which a fine is attempted to be levied against it.
 - C. In the event that the "Agent" fails to conduct the solicitation in such manner as to reflect on the high standards of the Police Department which are represented by the Association (as stated in paragraph 1 D above) the Association shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

ATTEST:

FRATERNAL ORDER OF POLICE, LODGE 91

11 Sabressi

By John Harofold Pris.

WITNESS:

By Jahr Hall

HAL-FRAN ASSOCIATES, INC.

AGREEMENT

This Agreement. dated the <u>15</u> day of <u>MARCK</u>, 19<u>72</u>, between the FRATERNAL ORDER OF POLICE, LODGE 91, Party of the First Part, hereinafter referred to as the "Lodge 91".

HAL-FRAN ASSOCIATED, INC., Party of the Second Part, hereinafter referred to as the "Agent".

D

WITNESSETH:

WHEREAS, the Lodge 91 desires to conduct a drive to obtain Associate Members for their Lodge,



WHEREAS, the Agent is professionally engaged in the business of obtaining memberships for organizations.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The agent agrees to perform the following:

A. To bear all costs in conjunction to the associate membership drive such as any necessary telephone, postage, post office box rental, etc., but limited to III D. which follows.
B. To obtain as Associate Members of L dge 91 only those professional people, i. e., doctors, dentists, attorneys, and leading business men of the highest moral character, reputation and standards residing within the geographical boundaries of Lodge 91's Jurisdiction.

- C. To bear all costs of any Associated Membership Cards.
- D. To conduct the solicitation of any Associate Members in such a manner as to reflect the highest standards of Lodge 91 and the individual police departments represented.

E. To guarantee a gross sale of \$23,000.00. II. Lodge 91 agrees to perform the following:

- A. To conduct no other solicitation within the period herein agreed with respect to Associate Memberships.
- B. To further by all means at their disposal the solicitation and sale of Associate Memberships, to reasonably cooperate and further the efforts of the Agent in the solicitation.
- III. It is mutually agreed and understood between the
 parties:
 - A. That the terms of the contract shall be in effect for a period of three (3) years, i.e. 1972, to 1975, at which time this contract and the terms thereof will automatically renew for a three (3) year period, 1975,1976,1977, if it is mutually agreed by both parties.
 - B. That the Agent shall receive sixty-five (65%) percent of the gross monies raised, and Lodge 91 shall receive thirty-five (35%) percent of the gross monies raised by the sale of the Associate Memberships.
 - C. That the expense of the purchase of the necessary Associate Membership Emblems shall be borne equally by both parties.

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- D. That a statement shall be submitted to Lodge 91 weekly during the campaign showing the Associate Membership purchaser's name, and indicating whether payment was made by check or cash, and that Lodge 91 shall return the Agent's commission check within one (1) week of the date of the statement.
- E. That the number of the Associate Memberships shall not be limited.

Associate Membership Agreement

IV. It is further mutually agreed and understood between the parties that:

- A. In the event that Herbert Halsband, President of Hal-Fran Association, Inc., "Agent" herein, shall become deceased during the term of this Agreement, Lodge 91 shall have the immediate right to terminate this Agreement.
- B. In the event that Lodge 91 or employees of the "Agent" herein shall incur fines or penalties of any kind from any source whatever while conducting their solititation, the "Agent" agrees to pay all such fines and penalties and to save harmless the Lodge 91 from same. Provided, however, that Lodge 91 agrees and promises to make every effort to avoid the levying of fines against it and will actively defend itself in any proceeding in which a fine is attempted to be levied against it.

C. In the event that the "Agent" fails to conduct the solicitation in such manner as to reflect on the high standards of the Police Departments which are represented by Lodge # 91 (as stated in paragraph 1 D above) Lodge 91

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shall have the right to terminate this Agreement.

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D. The Agent agrees to provide Lodge 91 with a complete list of the names and addresses of all Associate Members.

ATTEST:

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FRATERNAL ORDER OF POLICE, LODGE 91

By John Darofold Pres.

WITNESS:

HAL-FRAN ASSOCIATES, INC.

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