

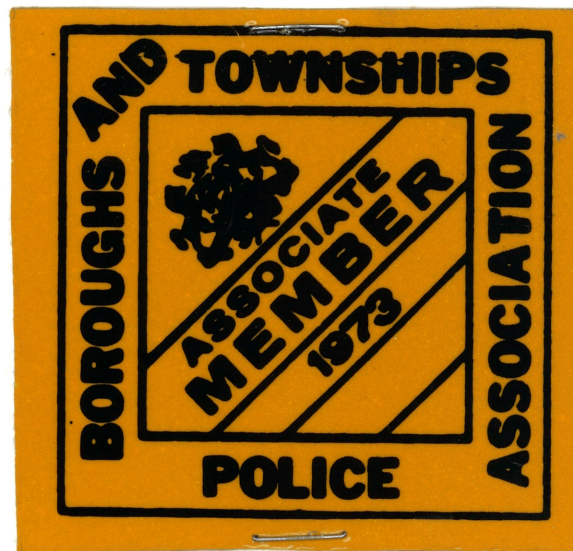
HOUSE OF REPRESENTATIVES
COMMITTEE TO INVESTIGATE THE ADMINISTRATION OF JUSTICE
Commonwealth of Pennsylvania
Harrisburg, Pennsylvania

MEMORANDUM

By _____

Date _____

FILE:



This Agreement dated the 17 day of January 1967 between the Boroughs and Townships Police Association, party of the first part and hereinafter referred to as the "Association."

A

N

D

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

WITNESSETH:

WHEREAS, the Association desires to sponsor an Annual Associate membership campaign and also their annual dance; and

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 both its Associate memberships Campaign and Annual Dance.

NOW, THEREFOR, 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 scotchlite Associate membership emblems, these emblems shall be an adhesive, non-metallic and reflecting type and of a design mutually agreeable to both parties. The agreed upon emblem shall be used in each of the succeeding years of this agreement unless changed by mutual consent of the parties. Said emblems shall be limited to two (2) colors.
 - B. To assume and bear all of the expense relating directly to the sale of the Associate emberships and Dance tickets including but not limited to the costs of any necessary stationery, printing, telephone, postage and post office Box expense.

- C. To bear the expense of purchasing suitable Dance tickets. These tickets shall state the name of the Association, the place the dance will be held, date of dance, the cost of each ticket and the tax, if any. These tickets shall be printed in one color with the design mutually agreeable to both parties. The agreed upon tickets shall be used in each of the succeeding years of this agreement, unless changed by mutual consent of the parties.
- D. To assume and bear all the costs of printing an Associate membership card, mutually satisfactory both parties. The agreed upon card shall be used in each of the succeeding years of this agreement unless changed by mutual consent of the Parties.
- E. To guarantee the sale of Associate membership emblems, cards and dance tickets to produce a gross revenue of not less than Thirty-Five Thousand (\$35,000.00) Dollars for any one year of sales.
- F. To submit to the Association not less than twice a month a statement reporting the gross amount of monies collected from the sales of either memberships or dance tickets. Said reports shall indicate whether payment has been made by cash or check, the name of subscribing ticket buyer or Associate membership. 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.
- G. To conduct the solicitation in such manner as to reflect on the high standards of the Police Departments which are herein represented.
2. The Association agrees to perform the following:
- A. It will design and prepare the necessary wording for Associate membership emblems, card and dance tickets.
- B. To pay agent an amount equal to Sixty-Five (65%) per cent of total gross monies collected through sales of Associate memberships and tickets.

...of each stocker and ...
...of the Association ...
...to receive and ...

- C. To establish a bank account solely for the purpose of handling the funds received through the sales of tickets and membership and agrees 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 and Associate memberships.

3. The following items are mutually understood between the parties:

- A. There shall be three (3) separate Associate membership campaigns which shall commence and expire as follows:

- | | |
|---------------------|----------------|
| (1) October 1, 1969 | March 31, 1970 |
| (2) October 1, 1970 | March 31, 1971 |
| (3) October 1, 1971 | March 31, 1972 |

- B. There shall be three separate Association Dance ticket sales which shall commence and expire as follows:

- (1) April 1, 1969 through September 30, 1969
- (2) April 1, 1970 through September 30, 1970
- (3) April 1, 1971 through September 30, 1971

- C. That commencing from the dates stated in (III A & B) the right to sell Dance tickets and Associate memberships shall be the exclusive right of the Agent.

- D. The solicitation shall be restricted to within the following geographical areas:

- (1) South of Ohio Monongahela rivers in County of Allegheny.
- (2) The County of Washington except for the City of Washington, Pennsylvania.
- (3) The Area known as the Golden Triangle of the City of Pittsburgh, Pa.
- (4) To those firms or establishments not necessarily within the above geographical limits but who do some or all of their business within said area; except City of Washington, Pa.

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- E. The Agent shall not sell any religious or charitable organizations or officials thereof without either verbal or written consent from an executive officer of the Association.
- F. It is understood and agreed that the Agent and his salesmen will not use the names of members or 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 indicate that they are selling for officers or members of the Association.
- G. There shall be no limitations on the number of Dance tickets or Associate emberships sold in any one sales year.
- H. The prices for the said Dance tickets shall be as follows:
- | | |
|--|-----------|
| (1) One book of twenty (20) tickets | \$ 100.00 |
| (2) " " " Ten (10) " | 50.00 |
| (3) " " " Five (5) " | 25.00 |
| (4) One Ticket (1) Admitting One Couple | 10.00 |
| (5) Individual Ticket (1) Admitting One Person | 5.00 |
- I. The prices for said emblems and membership cards shall be as follows:
- | | | |
|--|----------|---------|
| (1) Associate membership emblem & Associate Card | \$ 25.00 | — |
| (2) Associate membership emblem | . . . | 15.00 — |
| (3) Associate membership card | . . . | 10.00 — |
- J. In case of a major economic recession, the guarantee contained in Paragraph I. E. shall be eliminated.

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:

BOROUGH AND TOWNSHIPS POLICE ASSOCIATION

_____ BY James O. Miller President

WITNESS:

Richard [unclear] - Secy

[Signature]

Arthur W. [unclear] (SEAL) ^{pres}
Herbert [unclear] Secretary
NAL-FRAN ASSOCIATES, INC.