

Ruby had had some difficulty in locating Patrick's number, but finally found it and called him. (886)

(830) The committee was not able to locate a call to Patrick in the telephone records that it possessed, although the possibility of Ruby's using a telephone not included in these records cannot be discounted. Further, Patrick stated during a 1978 deposition that he did not believe that Ruby had called him in 1963, although he did admit he was acquainted with Ruby when they were both much younger and living in Chicago. (887) Lenny Patrick was one of the Chicago Mafia's leading assassins and was responsible, according to Federal and State law enforcement files, for the murders of over a dozen victims of the mob. (888) In later years, Patrick was to become a lieutenant of Chicago Mafia leader Sam Giancana. (889)

#### E. LABOR DIFFICULTIES WITH THE AMERICAN GUILD OF VARIETY ARTISTS, EARLY 1960's \*

(831) One manifestation of Jack Ruby's gregarious nature (890) was his affinity for making telephone calls, as can be seen from the long-distance toll records made available to the Warren Commission (891) and the committee. Several of the calls made by Ruby in the months preceding the assassination of President Kennedy have been singled out by assassination investigators (892) as being suspicious, since they were made to "known criminals." (893)

(832) An explanation frequently advanced for some of these calls concerns Ruby's dispute with the American Guild of Variety Artists (AGVA). The guild is a labor union for entertainers, although not exclusively. (894) One group of entertainers usually affiliated with AGVA has been exotic dancers and strippers. (895) These women constituted the bulk of Ruby's employees at his last nightclub, the Carousel.

(833) In order to employ strippers who belong to the union, Ruby had to sign the AGVA Minimum Basic Agreement, \*\* (896) a document that outlines working conditions and other contractual arrangements for the performers. Further, a standardized AGVA contract was to be signed for each individual performer's engagement. (897)

(834) As in most businesses, a concern of management is to minimize costs. In the nightclub/burlesque business, one method is to use non-union strippers and advertise them under the sobriquet of "amateur nights." In Dallas, the concept of amateur nights was allegedly begun by Barney Weinstein, (898) who ran the Theater Lounge. (899) Barney's brother, Abe, operated the Colony Lounge. (900) and the Weinsteins became Jack Ruby's hated competitors. Theoretically, amateur nights would feature women who had no entertainment experience and had merely left the nightclub audience on a caprice or had signed up beforehand, offering to perform on a one-time basis, (901) with the enticement of a small monetary reward and perhaps the opportunity to enter the entertainment field. (902) The allure of amateur nights could be partially attributed to the unprofessionalism of the women, (903) and the Weinsteins' use of "applause meters" as embellishment underscores this notion. (904)

\*Prepared by Howard Shapiro, research attorney, and Michael Ewing, staff researcher.

\*\* See attachment 1, par. 864.

(835) In truth, amateur nights may have been used as a subterfuge to allow the club operators to hire nonunion performers at a much lower salary than union strippers. (905) Andrew Armstrong, Ruby's assistant at the Carousel, stated that the same group of women performed in the amateur night promotions, taking a turn at each club, and that most were not really "amateurs." (906) Abe Weinstein admitted that even union performers were used during amateur nights, (907) presumably at lower, nonunion salary scales.

(836) Amateur nights were profitable endeavors for the Weinstains, and Jack Ruby naturally tried to duplicate their success. (908) Unfortunately, the Weinstains' amateur nights were more popular than those at the Carousel, (909) since Ruby had less funds and therefore less women. (910) Accordingly, Ruby altered his competitive tactics and decided that all amateur nights should be prohibited.

(837) Ruby believed this dispute was within AGVA's jurisdiction and that amateur nights violated AGVA's constitution and rules, (911) which prohibited union entertainers such as emcees and musicians from working with amateurs. (912) As early as March 1961, he complained, and possibly threatened, Irving Mazzei, the western regional director for AGVA, (913) telling Mazzei that his competitors were holding their amateur nights on the same night of the week as he was and that Ruby wanted AGVA either to force his competitors to change their nights or have amateur nights completely discontinued. Mazzei told Ruby he would look into the matter. (914)

(838) When Mazzei visited Dallas in October 1961, the same discussion occurred, and again in October 1962. (915) The dispute gained strength in 1963, particularly in the months preceding President Kennedy's assassination, and in an attempt to settle the problem Ruby solicited the possible aid of many of his acquaintances in Dallas; (916) he also contacted other individuals that he had not previously known.

(839) Most of these contacts were AGVA officials, including Thomas Palmer, the branch manager of AGVA's Dallas local in 1963, (917) a position he had assumed in 1962. Palmer said Ruby was continuously complaining about amateur night policies. (918)

(840) In October 1962, Palmer received a directive from AGVA's New York office that amateur nights should be halted. Later, a second order from Mazzei indicated that amateur nights were sanctioned on a conditional basis, (919) within a framework preventing AGVA strippers from being displaced and having competition. (920) It is unclear whether there was a further restriction on how many nights per week clubs could sponsor amateur nights. (921) Mazzei had a slightly different recollection that an AGVA order to stop amateur nights came out in February 1963. He believed Ruby called him in an elated mood, being quite happy to comply. (922)

(841) Apparently there was confusion as to what position the union was taking. (923) Palmer was receiving orders and counterorders and was unable to present a fixed policy to Ruby and the Weinstains. (924) Ruby seemed to interpret this ambiguity as discriminatory enforcement, whereby the Weinstains were allowed to have amateur nights but Ruby was not. (925)

(842) Ruby felt compelled to contact higher officials within AGVA, and the result was numerous telephone calls during the summer of 1963 and a trip to New York in August. Several of the calls were to Joey Adams, the national president of AGVA, who stated that AGVA investigated Ruby's complaint and found the Weinstains were paying

the women in question. Therefore they were not amateurs.(926) Unfortunately, this rationalization relied on semantics and completely missed the point of Ruby's contentions.

(843) In New York, Ruby attempted to see Bobby Faye, AGVA's national administrative secretary, and Jackie Bright, another AGVA official,(927) but they refused to meet him, with Faye shunting him to his assistant, Delores Rosaler.(928) Adams and Faye, as well as other AGVA officials, could not concern themselves with Ruby's problems because they were embroiled in an internal AGVA struggle which was also brewing in the months preceding the assassination(929) and coincidentally came to a head in the days before the tragedy.

(844) Ruby was becoming exasperated. AGVA could not, or would not help, and he was losing money and customers.(930) He eventually discontinued his own amateur nights and resorted to giving away, as an enticement to patrons, prizes such as dishes and audio equipment.(931) Ruby continued to try to have the Weinstains' amateur nights stopped by contacting non-AGVA persons, but all attempts were fruitless. He called Lewis McWillie, a long-time friend working at a casino in Las Vegas, wanting to know if McWillie knew the president of the union.(932) McWillie did not, but he put Ruby in touch with William Miller, who supposedly knew the president, and Ruby and Miller had several telephone conversations.(933) While in New York, Ruby visited Joseph Glaser, the head of Associated Booking, a talent agency.(934) Glaser refused to do any favors for Ruby, including contacting AGVA on his behalf, and later described Ruby as a "mental case," a "phony" and a "namedropper."(935)

(845) Ruby made a number of calls to Mike Shore, a friend of Earl Ruby.(936) his brother, and an individual involved in the entertainment business in Los Angeles. Ruby told Shore of his discriminatory enforcement problem and asked Shore to contact Mazzei or any other AGVA officials, even though Shore was not personally acquainted with any of them. Shore contacted Bobby Phillips, who worked in the Los Angeles office of Associated Booking,(937) as well as an individual whose last name was Rio,(938) but these efforts were to no avail.

(846) On August 4, 1963, Ruby called Barney Ross in New York.(939) Ross, a boyhood friend of Ruby and a former professional boxer, was employed in the talent agency field, but he too was unable to help.(940)

(847) Throughout August, Ruby continued to call AGVA officials such as Mazzei and Adams: In September and October, he seemingly reduced his efforts, but at the end of October and during November there was a renewed flurry of telephone calls apparently relating to his labor problems.

(848) One call was to Irwin Weiner, a Chicago bail bondsman whose connections to organized crime and Teamsters officials are well-documented.(941) While Weiner had grown up in the same Chicago neighborhood as the Ruby family and went to school with Earl Ruby, contact with Jack Ruby had been almost nonexistent. The October 26 call was most surprising to him. Weiner's sworn explanation of their 12-minute conversation was:

Jack Ruby called me. Evidently he had a night club in Dallas, Tex. He had a strip tease night, one night a week he had an amateur strip tease. Some union that was affiliated

with entertainers had stopped him They asked him to stop because the amateur entertainers were not members of the union.

He stopped me and another competitor of his opened up. He called me and wanted to know if I could write a bond. He was looking to get an injunction. The lawyer told him if he got an injunction he would have to put up a bond. He asked me if I would do that and I told him no. Then he told me he was going to file a lawsuit. (942)

(849) The injunction apparently would have prevented the Weinsteins from holding amateur nights. The committee was unable to find any other indications that Ruby was planning or had begun to implement any sort of legal action against the Weinsteins. (943) Accordingly, his request to Weiner seemed odd, due to their limited relationship, Weiner's residence in Chicago, and Ruby's acquaintances with other bondsmen in Dallas and California. (944)

(850) Early in November, Ruby had at least one, and probably two, conversations with Robert (Barney) Baker, an associate of Jimmy Hoffa and another individual with numerous links to criminal figures. (945) The number and sequence of calls between Ruby and Baker is in question. Ruby told Baker that an unidentified mutual friend suggested the contact, and again explained that his competitors were "attempting to knock him out" and that AGVA was "giving him a headache." (946) He wanted Baker to intervene in his union negotiations. Baker replied that he could not do so because that would be a violation of his parole conditions. Further, Baker did not know anybody with AGVA. (947)

(851) On the same day that Ruby had a 14-minute conversation with Baker, he also called Teamsters official Murray (Dusty) Miller in Miami. (948) Miller told the FBI only that the call involved Ruby's dispute with AGVA. (949) He told the committee that Ruby stated that a mutual friend suggested the contact, that he had heard that Miller was friendly with the president of AGVA, and that he needed some assistance from its national office. Miller did not know the AGVA president, and he discontinued the conversation when Ruby identified their mutual friend as Barney Baker. (950)

(852) Several days later, Ruby called Frank Goldstein, a resident of San Francisco who was involved in gambling activities. (951) Goldstein had known Ruby in Chicago, and Eva Grant may have known and worked with Goldstein in San Francisco (952), but he was surprised to hear from "Sparky," as this was only the first or second time Ruby had ever called him. (953) Ruby wanted somebody who had an "in" with the union. Goldstein told him that his union associations were in the news media field and not the entertainment business. (954)

(853) The calls to Weiner, Baker, Miller and Goldstein constitute the "suspicious" AGVA-related calls that are known to have been made by Ruby in the months preceding the assassination. They have been used as a basis for speculation that Ruby had links with organized crime, Jimmy Hoffa and the Teamsters, and other criminal enterprises. Ruby himself told the Warren Commission that they were "not related to the underworld." (955)

(854) Following the call to Goldstein, Ruby went back to the AGVA officials, calling Bobby Faye approximately six times (956), including four calls on November 13, 1963. He also called Mazzei at Mazzei's unlisted home number in California,(957) and Alton Sharpe, Palmer's predecessor as Dallas branch manager, in Chicago, where Sharpe was serving as that local's branch manager.(958)

(855) Faye, as the national administrative secretary, was the true head of AGVA in 1963, with the presidency of the union being a largely titular position.(959) Earlier in 1963, Faye had contacted Mazzei, telling him that amateur nights must stop, not just in Dallas but around the country.(960) Mazzei passed the word to Palmer and the Dallas nightclub owners (this may have been Mazzei's February 1963 order). Since the Weinsteins would not stop, deciding to continue amateur nights even though they would have to pay all performers involved,(961) Ruby had to contact Faye in November. This time Faye apparently bypassed Mazzei and directly informed Palmer that amateur nights in the nature of an audience participation contest were taboo.(962) Palmer sent out a letter to the owners on November 13, 1963.(963) Faye also sent a personal letter to Ruby.(964)

(856) On November 20, Ruby made at least two calls to Sharpe, stating that he had received the November 13 letter but that Palmer was not acting in a reasonable manner, and asking if Sharpe could help him out.(965) He could not.

(857) The next day, November 21, 1963, the storm brewing within AGVA broke, leaving Faye,(966) Mazzei(967) and Sharpe(968) without jobs, a fate which also befell Palmer shortly thereafter.

(858) Opinions are mixed as to whether Ruby had a legitimate argument and was actually a victim of discriminatory enforcement by AGVA. It has been suggested that the various Dallas branch managers may have intentionally favored the Weinsteins because of Ruby's pestering,(969) chronic complaining(970) and sometimes abrasive personality,(971) or perhaps because of surreptitious payoffs. Tony Zoppi, a Dallas newspaper columnist, told the committee that in his opinion one of the Weinsteins was paying off the union.(972) Palmer believed that he was one of the few AGVA officials who would not accept bribes in the course of their duties.(973) and Bobby Faye stated that Ruby's competitors may have had a "special relationship" with the branch manager(s).(974) An FBI source said that he "did not doubt Dolan [James Henry Dolan, branch manager in Dallas from 1957-60] may have used his position for extra income by requiring pay-offs from band leaders and persons seeking entertainers."(975)

(859) It is also possible that Ruby was dealing with an organization fraught with incompetence and corruption. Certainly AGVA's internal problems in 1963 did not improve Ruby's plight. Neither did the possible corruption within AGVA. Palmer stated that dishonesty pervaded the upper echelon of the union,(976) and others have described AGVA as having "racketeer" links(977) and being associated with "smalltime hoodlumism."(978) Penny Singleton, the current president of AGVA and an individual involved in the 1963 power struggle, described the situation then as "abominable" and stated that the union was completely corrupt.(979)

(860) Both Ruby and the Weinstens could have been blowing a trifling matter out of proportion. Palmer thought that after a while, the amateur nights were no longer profitable for the Weinstens, but they continued them merely to frustrate and anger Ruby. (980)

(861) Conversely, Palmer thought that Ruby may have pursued the amateur night issue not because of a true belief in its validity, but because he hated the Weinstens, (981) as well as to divert attention from his other difficulties with AGVA. (982) Ruby had difficulty adhering to the AGVA minimum basic agreement since it restricted the hours which a performer had to work and Ruby had a continuous show policy at the Carousel. (983) Further, he was often delinquent in the payments he had contracted to make to the AGVA welfare fund, even though these payments were not large. (984) He was delinquent during Palmer's tenure as Dallas branch manager, (985) but did become current, (986) perhaps due in part to Palmer's threat that Ruby would lose his AGVA license. (987) Ruby also encouraged his strippers to drink champagne with the customers, or at least to persuade the customers to purchase it themselves. (988) This practice is known colloquially as "B-girls," and AGVA members were not supposed to engage in it, although enforcement was difficult and rare. Although Andrew Armstrong stated that Jack Ruby did not allow solicitation of customers by his employees, (989) Heidi Lee Ballowe, a Ruby employee in 1961 and a member of AGVA's board in Dallas in 1963, stated the board had received two complaints that Ruby expected his dancers to associate with customers, (990) a practice obviously not sanctioned by AGVA.

(862) Complaints to AGVA by strippers also involved alleged physical abuse by Ruby, (991) nonpayment of wages, and other contractual violations. One example was the contractual difficulties Ruby had with Janet Conforto ("Jada"), the stripper Ruby recruited in New Orleans. He found that her act tended to overstep the bounds of decency prescribed for the Carousel and accordingly Ruby attempted to remove her act from the Carousel roster before her contract had run out. Palmer was forced to intercede to resolve the problem. (992) A second example involved a dancer who used the stage name of Najada. She complained to AGVA in 1961 after Ruby slapped her, but Dolan told her to forget the incident. (993)

(863) It appears that Ruby's problems with AGVA were constant, often open-ended and unresolved, with few victories for Ruby. Most importantly, his labor problems with AGVA were real and even provided a plausible explanation for at least most of his actions, movements, and telephone calls in 1963. Indeed, testimony given to the committee supported the conclusion that most of Ruby's phone calls during late 1963 were related to his labor troubles. In light of the identity of some of the individuals with whom Ruby spoke, however, the possibility of other matters being discussed could not be dismissed. The explanations provided by several of the organized crime-connected figures Ruby was in touch with have not been corroborated and seem to have lacked credibility. While there can be no doubt that Ruby's difficulties with AGVA played an important part in his actions in 1963, his labor problems do not necessarily explain all significant aspects of his actions and associations during that period.

117  
(864)

150. Bond

Sovereign Club

Chats  
of  
1st

### Minimum Basic Agreement

(Night Clubs, Hotels, Cafes, Cabarets, Restaurants, Theatre Restaurants)

#### AMERICAN GUILD OF VARIETY ARTISTS

A branch of the Associated Actors and Artistes of America  
affiliated with the American Federation of Labor

National Headquarters  
110 WEST 57th STREET  
New York 19, New York

CLASSIFICATION A

BRANCH OFFICE

AGREEMENT made this 10 day of December, 1961, by and between the  
AMERICAN GUILD OF VARIETY ARTISTS, its successors and assigns (hereinafter called AGVA), and

(1) \_\_\_\_\_ doing business as \_\_\_\_\_  
(owner's name, if individually owned, or all partners' names) (trade name, if any)

or (2) Sovereign Club Inc  
(if owned by corporation give full name of corporation) incorporated under the laws of the State of Texas

their heirs, successors and assigns (hereinafter called Employer) operating the Sovereign Club  
(Name of Club, Cafe, Hotel Room, Restaurant, Etc.)

located at 1312 Commerce Dallas Texas  
Street City State

In consideration of the mutual promises herein contained, it is mutually agreed as follows:

1. **AGVA RECOGNITION:** The Employer hereby recognizes AGVA as the exclusive collective bargaining agency for all Artists in the Variety Field now or hereafter employed or otherwise engaged by the Employer during the term of this Agreement, and the parties hereby mutually agree that AGVA represents a majority of the Artists employed by the Employer. "Artists", as used herein, is defined to mean all actors, singers, dancers, and other performers or entertainers in the Variety Field, but does not include persons who act solely as orchestra or band leaders or solely as musicians in orchestras and bands.

2. **AGVA SHOP:** The Employer agrees that all Artists whose services he uses, and all Artists employed by him or his representatives, directly or indirectly, will be members of AGVA in good standing, and will remain such members in good standing throughout their employment.

3. **AGVA MEMBERSHIP:** AGVA agrees that it is an open union and will admit to and retain in membership any Artists the Employer wishes to employ subject to the Constitution and By-Laws, Rules and Regulations of AGVA with the exception of persons suspended or expelled from AGVA or marked Unfair by AGVA or its affiliated organizations in the Associated Actors and Artistes of America, or persons who are guilty of conduct unbecoming a union member. The Employer agrees not to employ or continue the employment of persons suspended or expelled as above provided, and further agrees that he will not require any Artist to work with any other Artist unless each and every such Artist is a member in good standing of AGVA.

4. **AGVA CONTRACTS:** All contracts of employment shall be on or shall be deemed to be on the AGVA Standard Form of Artists Employment Contract. Nothing herein shall prevent any Artist from negotiating better terms and conditions of employment than those contained in this Agreement or in the Standard Form of Artists Employment Contract. In cases of direct booking, the Employer agrees to execute the AGVA Standard Form of Artists Employment Contract with all Artists engaged by him, before the commencement of rehearsals or performances, in triplicate, one copy for the Employer, one copy for the Artist and to deliver one copy to AGVA within forty-eight (48) hours of such execution. In cases where an Artist is employed through an agent or booker, the Employer agrees to deal exclusively with agents or bookers franchised by AGVA.

5. **BONDS:** The Employer agrees to deposit and maintain with AGVA adequate security suitable to AGVA in the form of cash covering compensation and transportation of, and welfare contributions for, the Artists who are, have been or will be employed by him. Should the Employer request the return of security deposited with AGVA at any time during the term of this Agreement, it is specifically understood and agreed that AGVA, at its option, may forthwith and without notice terminate this Agreement.

6. **GOVERNMENTAL BENEFITS:** The Employer agrees to abide by and live up to all present and future State, County, Municipal and Federal ordinances, rules, regulations, laws and statutes enacted for the protection of and applicable to the employment of employees and more specifically applicable to employment of the Artists hereunder. All Artists shall be considered as employees and not independent contractors and the Employer assumes all responsibility for the payment of all taxes and contributions under Workmen's Compensation, Unemployment Insurance, Social Security, Old Age Pension or any other law applicable thereto.

7. **ARBITRATION:** The Employer agrees that any and all controversies and disputes arising out of or relating to this Agreement or out of the Employment of Artists hereunder shall be settled and determined by AGVA. All claims arising hereunder or out of any employment must be presented in writing to AGVA within thirty (30) days after such claim shall have arisen, unless at the option of AGVA, good and sufficient reason for any delay shall be presented to AGVA.

8. **REPRESENTATIVES:** AGVA may designate deputies for its members in the establishment of the Employer and the Employer agrees not to discriminate against any deputy or deputies; the Employer agrees to admit any authorized representative of AGVA to the premises of the Employer including rehearsal halls and backstage at all times. The Employer further agrees not to discriminate against any Artist for submitting any grievance to AGVA.

9. **LAWS GOVERNING:** This Agreement shall be construed in accordance with the laws of the State of New York.

10. TERM OF AGREEMENT: This Agreement shall terminate on December 30 of this year and shall be automatically renewed for one year and successive one year periods thereafter unless written notice to the contrary is given by either party to the other not later than November 30th of any one year, by registered mail with return receipt requested. Should existing conditions of the Employer, such as seating capacity, concert charge, minimum charge, liquor and food prices, etc. be materially changed by the Employer, then this Agreement may be terminated at any time by AGVA and the Employer agrees to enter into a new agreement for new minimum conditions for Artists based upon such new conditions.

11. TERMS AND CONDITIONS: The Employer agrees that the minimum terms and conditions governing the employment of Artists by the employer are those contained herein, and in all present and future rules and regulations of AGVA, and the Employer agrees to abide by and live up to all such terms and conditions and rules and regulations. The Employer agrees that employment of Artists shall be subject to AGVA's Rules and Regulations, all of which are incorporated herein and made part hereof by reference.

12. MINIMUM COMPENSATION: The Employer agrees that the minimum compensation for Artists shall be as follows:

Principals \$ 125.00 net per person per week  
Chorus \$ 90.00 net per person per week

There shall be no docking because of performances omitted or cancelled by the Employer. Minimum compensation for Chorus Artists shall apply to ensemble work in unison only. Chorus Artists required to step out of line, lead a production number or work in bits shall receive additional salary equivalent to not less than 25% of the minimum salary of that Chorus Artist's then prevailing salary.

13. WORKING CONDITIONS: No Artist shall be required to give more than 3 performances each night. Any performance in excess of such number each night shall be an extra performance and shall be paid for pro rata at the weekly compensation of the Artist. No Chorus Artist shall be permitted to work more than six (6) days a week, said number of days to constitute a full work week. No Artist shall be dismissed later than two A.M., local time, on any day.

The Employer agrees to provide the Artists with a safe place to work; to provide adequate sanitary facilities for all Artists; to provide safe, clean and sanitary dressing rooms (with separate accommodations for male and female Artists) at the place of employment, and to make adequate provision to safeguard and insure the costumes, make-up, street clothes and other valuables of the Artist.

14. TELEVISION: The Artist shall not be required to perform or appear nor shall the Employer request or require the Artist to perform or appear, directly or indirectly, in television regardless of the point of origin of the telecast without first securing the written consent and approval thereto of AGVA.

15. MUSIC: The Employer, throughout the term of this contract, shall furnish to the Artist live musical accompaniment according to the usual standard of his establishment for all performances of the Artist at the Employer's expense, and the Employer further agrees to provide live full orchestra rehearsal at the Employer's own expense for each Artist prior to the first performance.

16. SIGNATORIES: It is agreed that if this Agreement is signed by a Firm or Corporation as the Employer, the individuals signing this Agreement on behalf of said Firm or Corporation jointly and severally agree to be bound equally thereto with the Firm or Corporation. This Agreement shall not be binding on AGVA until countersigned by the National Administrative Secretary of AGVA.

17. WELFARE FUND: The Employer is advised of an AGVA Welfare Program which provides for welfare benefits for AGVA members. To assure the benefits of said Welfare Program to the performers engaged by the employer, the employer accepts the Program and agrees to make contributions to the AGVA Welfare Fund as follows:

- 1. \$1.00 per person per engagement per day
- 2. \$2.50 per person per week of six days or more
- 3. \$3.50 per person per week for engagements outside the Continental limits of the United States and Canada.

The Employer shall file or cause to be filed with AGVA prior to or upon commencement of the engagement of each performer, the Weekly Booking Report form showing the names of each performer engaged during the then current week, his respective engagement contract compensation and such other information as that form may require. Such forms shall be made available by AGVA Welfare Fund to the employer. The employer shall pay to the AGVA Welfare Fund simultaneously with the filing of such forms, the amount applicable for the type of engagement for performers listed on the report. The undersigned Employer upon execution of this Agreement does hereby adopt and become a party to the AGVA Welfare Program and the Agreement and Declaration of Trust dated February 6th, 1958, as amended. This shall constitute notice by the undersigned Employer to the Operator Trustees and AGVA Trustees named in said Program and Agreement and Declaration of Trust of the acceptance by the undersigned Employer of the terms and conditions thereof and the designation of such Operator Trustees and their successors in Trust.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

AMERICAN GUILD OF VARIETY ARTISTS

By James Balow  
National Representative or Branch Manager

Employer: SOVEREIGN CLUB INC  
Full Name of Owner (Person, Firm or Corporation)

By Jack Kelle (Sec.)  
(State/Title of Signer if Firm or Corporation)

Countersigned: John B. H.  
By National Administrative Secretary

1312 1/2 Commerce  
Business Address of Owner  
Dallas Texas  
City and State

Operating the SOVEREIGN CLUB  
(State Name of Club, Cafe, Hotel Room, Restaurant, Etc.)

(To be filled in by Branch)  
AMOUNT OF INITIAL BOND \$ 150  
RECEIPT NO. 11098  
RECEIPT DATE 12-14-68  
National Representative or Branch Manager  
James Balow

RECEIVED  
1968 JUL 28 PM 2:41  
U.S. HOUSE SELECT  
COMMITTEE ON ASSASSINATIONS





## AGVA STANDARD FORM OF ARTISTS ENGAGEMENT CONTRACT

NATIONAL HEADQUARTERS  
551 FIFTH AVENUE  
New York 17, N. Y.  
TN 7-5860

**American Guild of Variety Artists**  
(A Branch of the Associated Actors and Artists of America)  
(Affiliated with the AFL-CIO)

ARTISTS REPRESENTATIVE

SUITE 500 — 1500 JACKSON STREET  
RI 7-2856DALLAS 1, TEXAS  
RI 7-2842

C.A. "Pappy" Dolsen

AGVA APPROVED

Membership No. 1  
Paid to 1/1/64  
Checked by [Signature]  
Date Checked 1/1/64  
Bond: MBA \_\_\_\_\_ Welfare \_\_\_\_\_

AGREEMENT made this 13 day of December, 1963 between  
Ralph Paul (Carousel Club) hereinafter called the "Operator" and

WALLY WESTON hereinafter called the "Artist", Membership No. \_\_\_\_\_

AGVA Branch Dallas Paid to \_\_\_\_\_

1. The Operator hereby warrants that he is the operator herein at the present time and for the duration of this contract, and engages the Artist and the Artist hereby accepts said engagement, to present his act under the direction, supervision and control of the Operator, as a M.C., consisting of One (1) persons, at the CAROUSEL CLUB in the city of Dallas Texas, for a period of Two Weeks ( 2 ) consecutive weeks, Seven ( 7 ) days weekly, Three ( 3 ) shows daily, commencing on Monday Jan 6, 1964 for which the Operator agrees to pay the Artist, and the Artist agrees to accept, as full payment, the sum of Two Hundred twenty Five Dollars (\$ 225.00 ) weekly, payable immediately preceding the first performance on the concluding night of each week's engagement hereunder.

2. Artist hereby gives and grants to Operator the option of extending this agreement for Two Once Week (2) consecutive additional periods of Mutual ( ) consecutive weeks each, immediately following the conclusion of the original engagement hereunder, upon the same terms and conditions as contained herein for the original period hereof. The weekly payment during each option period shall be Two Hundred Twenty Five Dollars (\$ 225.00 ). Each of these options to be effective must be exercised in writing by the Operator not later than Two Week weeks (days) prior to the termination of each preceding period. This contract, including all options, may not exceed one year. (See reverse side.) (NOTE: On engagements for one week or less AGVA Rules require written notice the day following the opening; on engagements of 2 or 3 weeks, the Rules require at least one week's written notice and on engagements of 4 or more weeks the Rules require at least 2 weeks' written notice.)

3. IN THE EVENT THE ENGAGEMENT OF THE ARTIST SHALL BE CONTINUED BY MUTUAL CONSENT BEYOND THE EXPIRATION DATE OF THIS CONTRACT (ORIGINAL TERM AND OPTION PERIODS, IF ANY) THE ARTIST SHALL BE DEEMED TO BE ENGAGED BY THE EMPLOYER ON A CONTINUOUS EMPLOYMENT BASIS, SUBJECT TO ONE WEEK'S WRITTEN NOTICE OF TERMINATION BY EITHER PARTY TO THE OTHER. ALL OTHER PROVISIONS OF THE ORIGINAL CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT THROUGHOUT SUCH CONTINUED ENGAGEMENT.

4. IT IS A CONDITION OF THIS AGREEMENT THAT THE ARTIST BE A MEMBER OF AGVA IN GOOD STANDING UPON THE EXECUTION HEREOF AND SHALL REMAIN IN GOOD STANDING FOR THE DURATION OF THIS CONTRACT. The parties jointly and severally agree that the Artist's obligations hereunder are subject (a) to the Artist's prior obligations to AGVA as a member thereof, (b) to AGVA's Rules and Regulations, Constitution and By-Laws, as of the date hereof, and (c) to the Rules and Regulations of the AGVA Branch in whose jurisdiction the Artist performs hereunder insofar as they are not in conflict with those of the National AGVA.

5. The Artist shall render his act in the variety field exclusively to the Operator throughout the term hereof unless otherwise provided herein or otherwise consented to by the Operator in writing.

6. The Artist authorizes the Operator to deduct from the above-mentioned compensation such sum as may be necessary to establish and/or maintain his good standing in AGVA and to pay such sum to the local AGVA representative upon demand. The Operator shall receive from such representative and shall deliver to the Artist, the proper AGVA receipt therefor.

7. All the provisions of any agreement now existing or which may be entered into between the Operator and AGVA are incorporated herein, and made a part hereof, and shall govern the engagement of the Artist hereunder.

8. The terms "Artist" and "Operator" as used herein include and apply to singular and plural members and all genders whatsoever the context may require.

9. The Artist shall not be required to perform or appear nor shall the Operator request or require the Artist to perform or appear, directly or indirectly, in any jurisdiction regardless of the point of origin of the telecast without first securing the written consent and approval thereto of AGVA.

10. The Operator, throughout the term of this contract, at his own expense shall furnish to the Artist live musical accompaniment according to the usual standard of his establishment for all rehearsals and performances of the Artist.

11. AGVA WELFARE TRUST FUND: The Operator is advised of an AGVA Welfare Program which provides for welfare benefits for AGVA members. To assure the benefits of said Welfare Program to the performers engaged by the Operator, the Operator agrees to make contributions to the AGVA Welfare Trust Fund as follows:

1. \$1.00 per person per engagement per day.
2. \$2.50 per person per week of six days or more.
3. \$3.50 per person per week for engagements outside the Continental limits of the United States and Canada.

12. SUPPLEMENTAL AGVA WELFARE FUND: The Operator is advised of a SUPPLEMENTAL AGVA WELFARE FUND which provides for welfare benefits for AGVA members. (This is in addition to the AGVA Welfare Trust Fund.) The Operator agrees to make contributions to the SUPPLEMENTAL AGVA WELFARE FUND as follows:

1. Weekly Engagements (5, 6 or 7 days) - \$1.00 per person per week.
2. Engagements of less than 1 week—\$4 per person for the 1st day; \$5 per person for the 2nd day; and \$6 per person for the 3rd day. (Upon the payment of the total sum of \$1.00 per person in a week, no further payment shall be required for that week.)

13. All claims other than commission claims that may arise out of this contract must be presented to AGVA in writing, within 30 days, otherwise AGVA will not assume any responsibility for payment same.

14. Agent failing to ascertain artist's membership status before signing of contract, shall be subject to prompt disciplinary action.

15. A copy of this contract must be filed with AGVA prior to the opening of engagement date stated above.

16. This contract is pay or play.

17. REMARKS: (MUST BE INITIALED BY ALL PARTIES TO THIS CONTRACT)

Operator agrees to withhold ten Per cent ( 10 ) of Artists Salary each week and mail to C A Pappy Dolsen--

18. In WITNESS WHEREOF, we have signed this agreement on the day and year first above written.

OPERATOR: Carousel Club, Ralph Paul  
Full name of owner (person, firm or corporation)

Wally Weston  
Stage Name

ARTIST:

AGENT: C A Pappy Dolsen.  
Full signature

[Signature]  
Legal Name

[Signature]  
Association, if any

19. This is to certify that Wally Weston appearing at CAROUSEL CLUB  
Name of Artist Name of Club, Theatre or Establishment City

is protected by the AGVA WELFARE TRUST FUND and SUPPLEMENTAL AGVA WELFARE FUND PLANS, commencing Jan. 6, 1964 for which the und-signed assumes responsibility for the contributions.

OPERATOR: