



# THE CALDER CONTRACT

DILLON GORDON HANKEY SHORTT  
1140 Ave. of the Americas  
New York, New York 10036

4/13/76

*file Calder*

Mr. Alexander Calder  
c/o Peris Galleries  
1016 Madison Avenue  
New York, New York

Dear Mr. Calder:

This will confirm the agreement between you and us, acting as agent, not as principal, for our client, Braniff Airways, Incorporated (hereinafter called "Braniff"), as follows:

1. You shall be invited personally to paint and to supervise the painting of a Braniff 727 jet airplane in Dallas, Texas during a one week period in the first half of November, 1975. The plane shall be painted as an original work of art with a theme related to the United States Bicentennial. Braniff shall furnish you with one or more scale models of the plane, and you shall submit one or more models of the plane, as you propose to paint it, for Braniff's approval. If Braniff shall not approve the model or models submitted to us, you agree to make such reasonable changes thereto as may be necessary to secure such approval. Following such approval and upon completion of the painting of the plane, you shall be invited to appear at and to participate in the public unveiling of the United States plane at places to be determined by Braniff, including Dallas, Washington, New York, Boston, Philadelphia.

2. You shall be invited personally to paint and to supervise

the painting of a Braniff jet in Dallas, Texas during 1976 or 1977. The plane shall be painted as an original work of art with a theme related to Mexico. Braniff shall furnish you with scale models of the plane and you shall submit one or more scale models as you propose to paint it, for Braniff's approval. If Braniff shall not approve the model or models submitted to us, you agree to make reasonable changes thereto as may be necessary to secure such approval. Following such approval and upon completion of the painting of the plane, you will be invited to appear at and to participate in the public unveiling of the painted plane at a place to be determined by Braniff.

3. You agree to provide fifty (50) original gouaches to be used directly or adapted for the painting of tail assemblies of Braniff 727 jets. Braniff will select fifty (50) gouaches from either your inventory or Klaus Perls' inventory of Calder gouaches which shall be delivered to Braniff as it makes the payments required under paragraph 9, utilizing for this purpose a valuation of \$5,000 each gouache. It is understood that the decision to paint the tails of the Braniff jet fleet has not been made. The decision to proceed with the painting of the tails is agreed to be at the sole discretion of Braniff.

4. If Braniff elects to proceed with the project to paint the tails of all of its jets with Calder designs, you agree personally to:

(a) Either adapt from among any of the fifty (50) gouaches selected by Braniff pursuant to the provisions of paragraph 3 hereof directly on the tails of scale models which shall be provided to

7. Braniff is given your permission to produce a motion picture, under our direction and control with such persons as we shall select, which will deal with your work under this agreement and may incorporate scenes of travel undertaken by you pursuant to this agreement and scenes of your sculptures and other works in the world.

8. At a time to be suggested by Braniff in 1976 or 1977, and which will take your convenience and health into account, you shall be invited to travel on board the Calder plane painted for Mexico to Mexico City and your travel and subsistence expenses incurred in connection with your services under this paragraph shall be paid by Braniff.

9. In full payment for all rights, works of art, models, replicas and other properties and privileges granted to us hereunder and for all services performed and obligations undertaken by you hereunder, we agree to pay you and you agree to accept the sum of \$250,000, payable as follows:

- (a) \$50,000 within ten (10) days after execution of this agreement;
- (b) \$50,000 on January 1, 1976;
- (c) \$50,000 on April 1, 1976; and
- (d) the balance of \$100,000 upon completion of the painting of the second aircraft designated in paragraph 2 of this agreement.

It is specifically provided, however, that each of the foregoing payments shall be made at such time as Braniff has received delivery of a quantity of gouaches representing the amount of such payment, pursuant to paragraph 3 hereof.

10. If before completion of the work described in paragraphs 1-6, you shall die or become incapacitated for a period of ninety (90) days, Braniff shall have the option to require Perls Galleries to perform your obligations hereunder. Unless Braniff shall exercise this option, this agreement shall terminate and neither party shall have any further obligation to the other, financial or otherwise, and all works of art and any other property delivered by you to us or Braniff shall be and remain the property of Braniff, as more specifically provided in paragraph 11 hereof. In any event, however, Braniff agrees that the total cash payments in connection with this agreement shall not be less than \$100,000.

*purchase?  
production  
phb?*

11. All right, title and interest in and to the works of art purchased by Braniff or created by you hereunder shall belong exclusively to Braniff, including but not limited to all models, photographs and all other drawings, designs or other material relating thereto (heretofore and hereinafter collectively called the "works of art".) Braniff shall have the sole and exclusive right to use for any purpose, including advertising, publicity and trade, and to copyright the works of art in the United States and in all foreign countries in its name or in the name of such other persons, firms or corporations as Braniff, in its sole discretion, may determine and you hereby assign and transfer to Braniff all of your rights of copyright, together with any renewals or extensions thereof, that may be secured at any time in the United States or any foreign country with respect to the works of art. You agree to execute, acknowledge and deliver to us and Braniff any assignments, applications or other instruments which may be requested of you from time to time in order to copyright, patent

States Certified mail, postage prepaid, if to you, to your address set forth above; if to us, to 1140 Ave. of the Americas, New York, N.Y., Attention Mr. George S. Gordon, with a copy to Braniff Airways Incorporated, P.O. Box 35001, Exchange Park, Dallas, Texas 75235, Attention Mr. Thomas B. King, and if to Perla Galleries, to 1016 Madison Avenue, New York, N.Y. Each such notice, approval or consent sent as aforesaid shall be deemed to have been given when deposited in the United States mail. Each such addressee may, by like notice directed to the others, designate a different address to which notices, approvals and consents shall thereafter be sent.

16. This agreement supersedes all prior understandings and agreements, written and oral, and constitutes the entire understanding between you and us with respect to the subject matter hereof. This agreement may not be changed or discharged, in whole or in part, nor may any provision hereof be waived except by an instrument in writing signed by both of us. This agreement shall be governed by the laws of the State of New York and shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto.

If the foregoing correctly sets forth our agreement, please sign and return the enclosed copy of this letter.

DILLON GORDON HAWKEY SHORTT  
Acting as Agent, not as Principal,  
for its Client,  
Braniff Airways, Incorporated

By George S. Gordon  
GEORGE S. GORDON

AGREEMENT CONFIRMED  
AS ABOVE STATED:

Alexander Calder  
Alexander Calder

APPROVED:  
BRANIFF AIRWAYS, INCORPORATED

By \_\_\_\_\_  
THOMAS B. KING