The original documents are located in Box 40, folder "Ford, John - American Broadcasting Corp. (1)" of the Sheila Weidenfeld Files at the Gerald R. Ford Presidential Library.

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Digitized from Box 40 of the Sheila Weidenfeld Files at the Gerald R. Ford Presidential Library

American Broadcasting Company 1330 Avenue of the Americas New York. New York 10019 Telephone 212 LT1-7777

September 1, 1976

Mr. Jack Ford c/o Miss Sheila Weidenfeld The White House Washington, D.C.

> Re: P.J. AND THE PRESIDENT'S SON JACK FORD - CONSULTANT

Dear Mr. Ford:

I enclose herewith five copies of the Agreement with respect to your services as consultant on the After School Special entitled P.J. AND THE PRESIDENT'S SON. Kindly cause three copies to be executed where indicated and returned to me for countersignature. If there are any questions, of course please call me.

Very truly yours,

Joan S. Aceste

Joan S. Aceste Program Attorney

JSA/pm Enclosures (5) American Broadcasting Company 1330 Avenue of the Americas New York, New York 10019 Telephone 212 LT1-7777

As of August 11, 1976

Mr. Jack Ford c/o Miss Sheila Weidenfeld The White House Washington, D.C.

Dear Mr. Ford:

This will confirm our understanding with respect to your services as consultant on ABC's projected production of an After School Special formerly called PATTI AND THE PRESIDENT'S KID and now currently entitled P.J. AND THE PRESIDENT'S SON (the "Program"), which is as follows:

1. SERVICES: ABC hereby engages you as a Consultant on a non-exclusive freelance basis. You will be expected, as ABC may from time to time request, to meet and confer with ABC's programming staff and the author of the Program's script and will be responsible for reviewing various drafts of the script and offering suggestions and criticisms of the materials contained therein.

2. TERM: You will render these services at various intervals until completion of the production of the Program. Completion is tentatively scheduled to take place during this Fall. ABC hereby acknowledges that you have heretofore rendered a part of the aforementioned services.

COMPENSATION: For all the services you are to render hereunder ABC will pay 3. you the total sum of One Thousand (\$1,000.00) Dollars upon the full execution of this letter agreement. All payments hereunder are subject to any and all withholdings and deductions required by law.

4. USE OF YOUR NAME: ABC has the right to give screen credit to you as a Consultant and to publicize the consultation as it deems appropriate.

5. PREPARATION OF A FORWARD: You have also agreed to consider writing a Forward to a novelization of the script, if and when publication of such novel is arranged. For this service, you will be paid the additional sum of Two Hundred and Fifty (\$250.00) Dollars.

6. PERSONAL SERVICES: Your personal services are of the essence to this Agreement.

7. USE OF SERVICES: ABC shall not be obligated to use the results of your services or any materials that you may supply in connection therewith. Payment of the compensation set forth in paragraphs 3 and 5 hereof, shall fully discharge ABC of all its obligations hereunder.

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9. <u>INDEMNITY</u>: You shall at all times defend, indemnify and hold harmless ABC, its licensees, sponsors and assigns, and directors, officers, employees and agents of the same harmless from all claims, liabilities, damages, costs and legal fees arising out of any breach by you of any warranty or agreement made by you herein.

10. <u>ASSIGNMENT</u>: ABC shall have the right to assign, license, or otherwise transfer this Agreement, in whole or in part, or any or all of ABC's rights hereunder to any person, corporation, partnership, joint venture or other business entity and shall have the right to delegate thereto any or all of its obligations hereunder. No such assignment or delegation shall, however, relieve ABC of its obligations hereunder. You agree that this Agreement is personal to you and that neither this Agreement nor any of your rights hereunder may be assigned or otherwise transferred by you, except that you may assign any right to receive payment hereunder from ABC, provided that such assignment shall specifically be made subject to ABC's rights hereunder. You further agree that none of your obligations under this Agreement may be delegated by you.

11. FEDERAL COMMUNICATIONS ACT: You hereby acknowledge that you are aware that it is a criminal offense under the Federal Communications Act, as amended, for any person, in connection with the production or preparation of any television program, to accept or pay any money, service or other valuable consideration for the inclusion of any plug, reference, production identification or other matter as a part of such program, unless such acceptance or payment is disclosed in the manner required by law. You further understand that it is the policy of ABC not to permit the acceptance or payment of any such consideration and that any such acceptance or payment will be cause of immediate termination of this Agreement. Without limiting the foregoing, you expressly agree not to accept or pay, or agree to pay, any such consideration.

12. <u>NOTICES</u>: Service of all notices under this Agreement shall be given in writing by personal delivery, regular or certified mail, or by telegram, to you or to ABC, as the case may be, at the respective addresses of the parties as herein set forth. Mailed notice shall be deemed to have been given on the date of posting if by mail, or of a deposit with a telegraph office, if by telegram.

13. <u>APPLICABLE LAW</u>: This Agreement and all matters collateral hereto shall be governed and construed under and in accordance with the laws of the state of New York applicable to the execution and full performance therein of contracts.

14. <u>COMPLETE AGREEMENT</u>: This Agreement contains the entire understanding of the parties hereto and supersedes all prior agreements, whether oral or written, pertaining to the subject matter hereof; it may not be modified or varied except by a writing executed by the party to be charged. Paragraph headings are inserted only for convenience and shall not be used to interpret any of the provisions hereof or be given any legal or other effect whatsoever. No waiver by either party hereto of any breach of any of the terms, conditions or warranties contained herein shall be deemed a waiver of any preceding or succeeding breach of the same or any other term, condition or warranty.

Would you kindly sign where provided below to indicate your understanding of the above and acceptance of its contents.

Yours truly,

AMERICAN BROADCASTING COMPANY a division of American Broadcasting Companies, Inc.

By

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JACK FORD

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Yours truly,

AMERICAN BROADCASTING COMPANY a division of American Broadcasting Companies, Inc.

By

AGREED AND ACCEPTED:

JACK FORD

Squire D. Rushnell Vice President, Children's Programs

April 2, 1976

Ms. Sheila Weidenfeld The Whitehouse Washington, D.C.

Dear Sheila:

Awfully nice talking with you today.

Attached please find a copy of "PADDY AND THE PRESIDENT'S KID", a script for which we would be interested in hiring Jack Ford as consultant.

Also, attached is the information regarding the upcoming ABC Afterschool Special, "BLIND SUNDAY", plus a couple of past ones.

Since: Squire D. Rushnell

SDR/nr ATT.

Will talk with you on Apr 19"!

Squire D. Rushnell

7-2-76

Sheika -

Your kind hospitality ... and Jack's ... was superb! Not only was the meeting Very profitable, creatively, but it was waran and fun! Hope to be sending a redraft of the Script to you gup later Next WErk ... Mean while, Ms. Johnna Levene of ABC Business affairs were Contact you be: The formal arrangements. Tx SQ



Ms. Shinda Weidenfeld White house Press Office Whitehouse 1600 Perm. Ave Washington, D.C.



After School Special is above standard

By BILL CARTER The most difficult area of programming for the TV think people seems to be that in-between audience of kids too old for cartoon foolishness and too young to be "lowest common denominators."

children's programming

who she loves very much separated from the mother who she loves very much, but he

that it doesn't need, like a seance to drive the teacher away, but it finally does get