

W. B. FORD DESIGN ASSOCIATES INC.

600 Woodward Avenue - Detroit 26
Michigan - Woodward 5-3660

April 24, 1961

Mr. Mott B. Heath, Manager
Sales Promotion Department
Ford Motor Company
The American Road
Dearborn, Michigan

Dear Mr. Mott:

In answer to your letter of April 12, 1961, attached to the proposed contract between W. B. Ford Design Associates, Inc. and the Ford Motor Company covering the design work and presentation of a concept for the 1964-65 World's Fair, we would like to request two changes.

One is that the dates for completion of the work be changed to read April 30, 1961, rather than April 15, 1961; because the presentation was actually made on April 18th and subsequent presentations were continued through the balance of that week.

The second is that if there is to be a "not to exceed amount", it be \$50,000.00 rather than \$35,000.00. The reason for this is that in my letter of January 20, 1961, the \$35,000.00 figure was an estimate. The type of presentation necessary to properly demonstrate the concept, particularly the new exhibit technique of Area #2, evolved into an animated scale model with costs amounting to more than would be anticipated for a less unusual presentation. Because of the importance and significance of the Ford Motor Company's participation in the 1964-65 World's Fair and because management's decision should be based upon a clear presentation of the ideas, establishing an adequate budget to cover these necessary expenses seems warranted.

At this writing we do not know what the final costs will be as many outside expenses are still to be received; however, we want to stress the point that we are doing this work at no profit to us, as the basis of charging our time is direct labor plus overhead, and our only interest in requesting the change of the "not to exceed" amount is to have our costs covered. Also, the Company is receiving the benefit of a great deal of time in the form of night and weekend effort of which there is no record of charges.

If there are any questions please let me know.

Sincerely,

Walter B. Ford II

WBFII:s

April 27, 1961

TO: Robert Scott
CC: J. L. Cameron

Attached is a letter I received from W. B. Ford.

His requested change in date is perfectly agreeable with us since we have already passed the originally specified date.

While I would have preferred to retain the not to exceed figure of \$35,000 in the contract, it is apparent to me that the Ford people will have more than that invested in this project and in the absence of a signed contract before this date I feel that it is necessary to comply with the \$50,000 figure.

With these two changes I believe the contract is ready for preparation in final form and signature.

Mott B. Heath

Encl.

April 28, 1961

W. B. Ford Design Associates Inc.
600 Woodward Avenue
Detroit 25, Michigan

Attention: Mr. Walter B. Ford II,
President

Gentlemen:

This letter, when signed by an authorized officer of W. B. Ford Design Associates Inc., shall confirm the agreement between W. B. Ford Design Associates Inc. (hereinafter referred to in the second person singular as "you") and Ford Motor Company (hereinafter referred to as "the Company") with respect to services which you will render to Company during the period commencing January 20, 1961 and ending April 30, 1961, unless extended by amendment as hereinafter provided.

1.

Services to be Provided by You

You shall develop and present to the Company a proposal for an exhibit to be sponsored by the Company at the New York World's Fair in 1964 and 1965. The program will be conducted over the period commencing on January 20, 1961 and concluding on April 30, 1961, and will include, in addition to specific exhibit and show ideas, such broad subjects as traffic patterns and flow, sponsor identification, building interior, audience progress and participation and capacity requirements.

You will explore such general areas of interest as general concept of the exhibit, story to be told, capacity requirements, area requirements, corporate image to be established and the selling aims. You shall submit your recommendations in written and sketch form in sufficient detail to permit the Company to make an effective judgment with respect to the desirability of your proposal.

2.

Charges to be Made

(a) The Company shall reimburse you monthly for costs incurred by you in connection with the program described in Paragraph 1, up to an amount not to exceed \$50,000. For the purposes of this agreement, "costs" shall be defined to include out-of-pocket disbursements made by you in connection with the program and the cost of time devoted to the program by your creative, artistic, engineering and supervisory employees, but shall not include any charge for the time devoted to the program by clerical or custodial employees. With respect to costs to be charged for time devoted to this program by each of your employees for whom a charge is to be made, the Company shall be charged an amount of money equivalent to the sum of the hourly rate paid such employee by you and 125% of such hourly rate multiplied by the number of hours devoted to the program by such employee.

(b) You shall submit your bills for your costs to the Company by the tenth of the month following the month in which such costs are incurred by you. Your bill shall detail the name of each employee devoting time to the program, his job title, his hourly rate and the number of hours devoted to the program by him, and an itemization in detail of all other disbursements made by you for the program.

(c) In no event, shall the Company be required to pay more than \$50,000 for the services to be rendered by you hereunder.

3.

Termination by Company

(a) The Company may terminate this agreement at will at any time by notice given to you, effective upon receipt by you of such notice, and in such event, you shall cease working upon the program.

(b) In the event of such termination, the Company shall have no further obligation to you.

4.

Rights of Parties with Respect to Ideas, etc.

It is agreed that the rights of the parties, now and upon termination or expiration of this agreement, with respect to information, conclusions, ideas or inventions, whether or not patentable, contributed under this agreement (hereinafter collectively referred to as "show ideas") shall be as follows:

(a) All show ideas contributed by you, jointly or by the Company shall become or remain the property of the Company.

(b) With respect to show ideas contributed by you, the Company hereby authorizes you to use or to permit others to use such ideas, except those referred to in the next sentence hereof, provided that, in the Company's opinion, the public will not confuse such use with the Company, its products or its exhibit. The Company shall have the sole and exclusive right to use, in such manner and at such place or places as it may see fit without further agreement by you, all or any part or parts of the narrative or story portions of the show ideas (including titles, slogans, announcements, catch-words, music, songs and phrases) contributed by you.

5.

Acknowledgment by You

You acknowledge that the Company has made arrangements with Minoru Yamasaki & Associates, 1025 E. Maple, Birmingham, Michigan to design and provide the architectural services for the New York World's Fair exhibit building and you represent that the Yamasaki firm is satisfactory to you.

You further acknowledge that the Company has retained or may retain, the services of others to develop a World's Fair exhibit for it and that the architect selected by the Company will or may work with such others as well as with you.

6.

Disclosures of Confidential Matters

In view of the confidential relations which are contemplated between you and the Company, it is agreed that you will not disclose to others, without the written consent of the Vice President, Purchasing, of the Company during the period of this agreement or thereafter, any of the information concerning the Company, its organization, personnel, business activities, policies or products, plans or anything else which may be obtained or learned as a result of, or in connection with, the performance of this agreement. On the Company's part it is agreed that it will likewise respect the confidential relationship created hereby and will not disclose to others such information concerning you without prior written consent from Mr. Walter B. Ford II or such other person as may be designated by you. You and the Company shall each impose similar restrictions on all persons, firms or corporations employed by you and it, respectively, in connection herewith.

7.

Exclusivity of your Services

You agree that you will not participate in the development of an exhibit to be presented at the New York World's Fair for any other person, firm, corporation or other entity which is a competitor, or sponsored by or affiliated with a competitor of the Company. The Company shall have the sole right to determine whether any entity is a competitor.

8.

Your Status - Independent Contractor

While the Company's right generally to direct the work and services to be performed by you hereunder is recognized by you, you shall in all respects be and remain an independent contractor and your employees shall at all times be and remain your employees, subject to your right of direction, control and discipline.

9.

All Obligations Included Herein

Each party to this letter agreement represents that this letter agreement embodies the entire understanding between the parties and that neither is relying upon any representation by the other party that (i) would vary, modify or enlarge upon the terms set forth herein or (ii) has induced the execution of said letter agreement; it being specifically understood and agreed that Company shall have no obligation to you other than the obligations expressly set forth in this letter agreement.

10.

Prior Agreements

This agreement supercedes all previous understandings or agreements between the parties and expresses the entire agreement between them.

11.

Amendments

Any amendment to this agreement must be in writing and, to bind the Company, must be signed by the Company's Vice President - Purchasing.

12.

Notices

Any notice required or permitted by this agreement, or given in connection herewith, shall be in writing and may be made by personal delivery or by first-class registered mail, postage prepaid. Notices to the Company shall be delivered to or addressed to Vice President - Purchasing, The American Road, Dearborn, Michigan; notices to you shall be delivered to or addressed to Mr. Walter B. Ford II, President, W. B. Ford Design Associates Inc., 600 Woodward Avenue, Detroit 25, Michigan. Either party by notice to the other may designate a different address to which future notices shall be addressed or delivered.

13.

Michigan Agreement

This agreement shall be governed in all respects by the laws of the State of Michigan.

If the foregoing agreement is acceptable to you, please so indicate by signing and returning three of the enclosed copies, retaining the remaining copy for your files.

Very truly yours,

FORD MOTOR COMPANY

By

Earl G. Ward
Its Vice President - Purchasing

Accepted:

W. B. FORD DESIGN ASSOCIATES INC.

By _____

Its _____

April 28, 1961

Mr. Walter B. Ford II, President
W. B. Ford Design Associates Inc.
600 Woodward Avenue
Detroit 26, Michigan

Dear Wally:

Enclosed are three copies of the letter of agreement covering your World's Fair proposal.

The changes requested in your letter have been incorporated and the contract is now ready for signature. Will you please sign the original and one of the carbons and return both to me. I will then have these same copies signed by Mr. Ward and one of them returned for your file.

You may keep the second carbon for your records.

Sincerely,

Mott B. Heath, Manager
Sales Promotion Department

Encl.



O

W. B. FORD DESIGN ASSOCIATES INC.

600 WOODWARD AVENUE • DETROIT 26
MICHIGAN • TELEPHONE WOODWARD 5-3660

May 12, 1961

Mr. Mott B. Heath
Manager of Sales Promotion Department
Ford Motor Company
Central Staff Building - Room 937
The American Road
Dearborn, Michigan

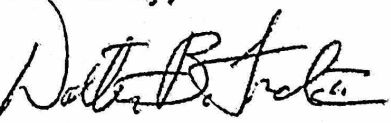
Dear Mr. Heath:

In answer to your question about the variances in hourly rates of some of our designers which you noticed in our billings for the World's Fair proposal, I submit the following explanation.

It is our policy for salaried employees earning more than \$500.00 per month not to pay overtime, unless a specific pre-arranged crash program is called for. With a normal design program the hourly rates of these employees will vary from week to week if there is any overtime involved, due to the fact that they are not paid for overtime, and consequently, their hourly rates are reduced when they work additional hours on a job.

As you can see, when we are charging on an hourly payroll basis at cost this works out beneficially to the client.

Hoping this will clarify any problems or questions you may have concerning the billing, I am

Sincerely,

Walter B. Ford II

WBFII:s