

A G R E E M E N T made this *Eleventh* day of

July 1923 by and between BOSTON SYMPHONY ORCHESTRA INC.,
and *Serge Koussevitzki* of *Paris* hereinafter called
the Conductor.

WITNESSETH: That in consideration of the Covenants and agreements hereinafter expressed on the part of the said Boston Symphony Orchestra Inc., to be kept and performed the said Conductor covenants and agrees to and with the said Boston Symphony Orchestra Inc., as follows to wit:

FIRST: *Serge Koussevitzki* is hereby engaged as Conductor of the Boston Symphony Orchestra Inc., for the Symphony Concert Season beginning on such day in October 1924 as the said Corporation acting by its Trustees may determine and continuing for the ensuing Thirty-two weeks but shall determinate^{not} later than the 5th day of May 1925. During the Season the Conductor shall give his exclusive services as Conductor of the Orchestra and subject to the general approval of the Trustees of the Boston Symphony Orchestra Inc., prepare the Concert programmes - conduct the rehearsals - concerts and performances and the playing for records by which orchestral music may be reproduced and fulfill all other duties of the Conductor. With reference to the question of recording this shall be subject to a mutual agreement between the parties hereto at a later date. The right is expressly reserved for the Trustees in their discretion to invite some other person or persons as Guest-Conductor for one or two or three pairs of performances during the Concert-Season.

SECOND: The number of public performances during the Concert-Season shall not exceed one hundred and twenty, to be performed in the United States and in Canada at such time and

places as may be directed by the Trustees. The Conductor is not permitted from the beginning to the end of this contract without the permission of the Trustees to undertake any public or private musical performance in the United States or Canada.

THIRD: The Conductor pledges himself to arrive in Boston not later than the first week in September 1924.

In consideration of the foregoing covenants and agreements on the part of the Conductor to be kept and performed the Boston Symphony Orchestra Inc., covenants and agrees to and with the Conductor as follows:

1. The Boston Symphony Orchestra Inc., agrees to pay to the Conductor for said concert-Season of 1924/25 the sum of TWENTY THOUSAND DOLLARS - payments for such Season to be made in nine equal instalments as follows beginning the first day of September 1924 and on the first of each subsequent Month through May First and the final payment at the close of the Concert-Season.
2. The Boston Symphony Orchestra Inc., agrees to pay the usual reasonable travelling-expenses of the Conductor after his arrival in Boston in any journeys from Boston and in returning to Boston which the Trustees shall require the said Conductor to undertake in compliance with his agreements hereunder.
3. The Boston Symphony Orchestra Inc., agrees to pay the reasonable travelling-expenses of the Conductor and his Wife from Paris to Boston at the beginning of the Season and from Boston to Paris at the close of the term of this contract.

4. The Boston Symphony Orchestra Inc., acting by its Trustees shall have the right to cancel this contract in case of destruction by fire or otherwise of the building in which the Concerts are given in Boston or elsewhere or such partial destruction or act of war riot or any other act of God as shall prevent the same from being used for a performance for a period of four weeks.

FOURTH: It is hereby mutually agreed as follows:

1. Either party may cancel this contract on thirty (30) day's notice but in that case the one so cancelling must pay to the other the sum of TEN THOUSAND DOLLARS.
2. It is hereby expressly agreed and understood that in case the Conductor shall not arrive in Boston at the time set in paragraph "Third" unless owing to serious illness or act of war or act of God beyond his control a forfeit shall be paid by him of TEN THOUSAND DOLLARS to the Boston Symphony Orchestra Inc.,
3. This contract is made with the express condition that if by the withdrawal of members of the said Orchestra in obedience to the military laws of any nation or of any voluntary association or if for any cause whatever the Orchestra is so reduced in numbers or efficiency that in the opinion of the said Trustees it is impossible to fulfill its usual functions the Boston Symphony Orchestra Inc., is released from all obligations under this contract on payment to the said Conductor of TEN THOUSAND DOLLARS or such part thereof as the number of weeks in the Season of thirty-two weeks in which the Orchestra does not fulfill its usual functions bears to the total number of thirty-two weeks of such Season and upon said payment both parties shall be released from all obligations hereunder.

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

Boston Symphony Orchestra, Inc.
by Henry B. Sawyer, Director.

Serge Koussevitzky

Konstantin Gortalskiy 1924

Handwritten notes, possibly "Katalog der Pflanzen"

ms. 55 Box 1