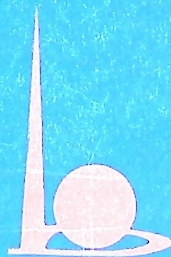


NEW YORK WORLD'S FAIR 1939  
INCORPORATED



CONCESSION DOCUMENTS

PROPOSAL NO. 18

DATE: September 14, 1938

NEW YORK WORLD'S FAIR 1939 INCORPORATED  
NEW YORK CITY

CONCESSION AGREEMENT DOCUMENTS  
FOR  
OFFICIAL GUIDE BOOK, OFFICIAL SOUVENIR  
BOOK AND OFFICIAL DAILY PROGRAM  
CONCESSION

24TH FLOOR, EMPIRE STATE BUILDING  
350 FIFTH AVENUE  
NEW YORK CITY

NEW YORK WORLD'S FAIR 1939 INCORPORATED

NEW YORK CITY

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NEW YORK WORLD'S FAIR 1939 INCORPORATED

NOTICE TO PREQUALIFIED BIDDERS

PROPOSAL NO. 18

DATE September 14, 1938

SEALED PROPOSALS FOR THE  
OFFICIAL GUIDE BOOK, OFFICIAL SOUVENIR  
BOOK AND OFFICIAL DAILY PROGRAM  
CONCESSION

at the site of the New York World's Fair 1939, at Flushing Meadow Park, New York City, will be received by the New York World's Fair 1939 Incorporated (hereinafter referred to as the "Corporation") at the office of its Secretary, 24th floor, Empire State Building, 350 Fifth Avenue, New York City, until 12 Noon, Daylight Saving Time, September 22, 1938, at which time said Proposals will be publicly opened and read.

The Concession will consist principally of:

(a) Composing, editing and publishing the Official Guide Book, Official Souvenir Book and Official Daily Program of the New York World's Fair, and the option to publish any foreign language translations thereof.

(b) The sale of advertising for the Official Guide Book and Official Daily Program only.

(c) Wholesale distribution of the aforementioned Official Guide Book and Official Souvenir Book outside the grounds of the New York World's Fair.

(d) Retail distribution from twenty (20) stands located in batteries of stands within the Fair grounds for the sale of Official Guide Book, Official Souvenir Book and Official Daily Program.

(e) The purchase of or underwriting of approximately five thousand square feet (5,000 sq. ft.) of the interior space in Building R-2, Section I, as shown tentatively on the general plan of the New York World's Fair 1939 Incorporated and the floor plan of the building herewith annexed; said space to be used for the installation, maintenance and operation of a "Graphic Arts Exhibit" by this Concessionaire.

The concession is described more completely in the Concession Agreement Documents contained herein.



All Proposals must be made upon the blank forms herewith provided.

To insure consideration, Proposals should be sealed and placed in the sealed box provided for that purpose in the office of the Secretary of the Corporation, Room 2422, Empire State Building, New York City, in the return envelope herewith furnished by the Corporation, or must be mailed to the Corporation in the return envelope in sufficient time to insure receipt by the Corporation prior to the time and date specified above.

The Corporation reserves the right to reject any or all Proposals.

NEW YORK WORLD'S FAIR 1939 INCORPORATED

## DEFINITIONS

Whenever the words defined below, or pronouns used in their stead, occur in any of the Concession Agreement Documents (hereinafter defined) they shall have the meaning here given:

(a) The "Concession Agreement Documents" consist of the Notice to Prequalified Bidders, these Definitions, Information for Bidders, Specifications, Proposal and Specimen Concession Agreement, together with any and all supplements or amendments to any of the foregoing.

(b) The "Corporation" shall mean New York World's Fair 1939 Incorporated, a New York non-profit membership corporation, or its duly authorized representative.

(c) "Concessionaire" shall mean the party of the second part to the Concession Agreement, and the legal representatives of said party, or the agent duly appointed to act for said party in the performance of the work.

(d) The term "Concession" shall mean the license to operate the concession privilege as set forth in these Concession Agreement Documents.

(e) "Building Code" shall mean the New York World's Fair 1939 Incorporated Building Code, dated September 1, 1936, and any amendments thereto.

(f) "Rules and Regulations for Exhibitors and Concessionaires and other Participants" shall mean the rules and regulations promulgated by the New York World's Fair 1939 Incorporated, in a pamphlet dated April 18, 1938, and any amendments thereto.

(g) "Notice" to the Concessionaire shall mean written notice and shall be deemed to have been duly given if mailed or delivered to the Concessionaire at his address appearing in the Proposal or such other address as shall be furnished by the Concessionaire to the Corporation.

(h) "Bidder" shall mean any one or more individuals, partnerships, or corporations submitting a Proposal for the Concession, acting directly or through a duly authorized representative.

(i) "Proposal" shall mean the offer which the Bidder is to submit for the Concession, as set forth herein.

(j) "Concession Agreement" shall mean the agreement between the Corporation and the Concessionaire covering the Concession. It shall include the documents incorporated by reference therein and any supplements or amendments thereto or to the documents so incorporated.

(k) "Exhibit Agreement" shall mean the agreement between the Corporation and the Concessionaire covering the Exhibit. It shall include the documents incorporated by reference therein and any supplements or amendments thereto or to the documents so incorporated.

(l) "Specifications" shall mean the body of directions, requirements, standards, etc., annexed hereto under the heading "Specifications."



## INFORMATION FOR BIDDERS

1. DATE AND PLACE FOR OPENING PROPOSALS. Pursuant to the Notice to Prequalified Bidders, sealed Proposals for the Concession will be received by the Corporation at the office of its Secretary, 24th Floor, Empire State Building, 350 Fifth Avenue, New York City.

At the place and time set forth in said notice, they will be publicly opened by the Corporation and read; the awarding of the Concession, if awarded, will be made by the Corporation as soon thereafter as practicable.

2. PRINTED FORM FOR PROPOSALS. All Proposals must be made upon the blank form of Proposal attached hereto, and must be signed and acknowledged by the Bidder, in accordance with the directions in the form of Proposal, unless otherwise directed by the Corporation.

3. OMISSIONS AND DISCREPANCIES. Should a Bidder find discrepancies in, or omissions from any of the Concession Documents, or should he be in doubt as to their meaning, he should at once notify Commander Howard A. Flanigan, Administration Building, World's Fair, New York, N. Y., who may send a written instruction to all Bidders.

4. BIDDER'S DECLARATION AS TO PARTIES INTERESTED. Particular attention is directed to the declaration to be made by the Bidder in the Proposal that the only person or persons interested in the Proposal or in the Concession is or are named therein.

5. ACCEPTANCE OR REJECTION OF PROPOSALS. The Corporation reserves the right to reject any or all Proposals for any reason whatsoever. Without limiting the generality of the foregoing any Proposal which is incomplete, obscure or irregular may be rejected; any Proposal having erasures or corrections may be rejected; any Proposal in which the amounts bid are not in accordance with Specifications may be rejected; any Proposal accompanied

by an insufficient or irregular certified check may be rejected; and if at any time prior to the acceptance of a Proposal pursuant to Paragraph 8 hereof, the Corporation discovers errors, misstatements or omissions in any of the documents submitted by the Bidder, or if, after the filing of a bid the Bidder's financial condition or organization or management shall materially change, or if it appears to the satisfaction of the Corporation that the Bidder's financial condition, organization or management is not adequate to fulfill the requirements of the Concession Agreement Documents, the Proposal of such Bidder may be rejected.

6. CERTIFIED CHECK. All Proposals shall be accompanied by a certified check drawn and made payable to the order of "New York World's Fair 1939 Incorporated." The certified check must be enclosed in the same envelope with the Proposal.

The amount of the certified check shall be \$10,000.00

All such certified checks will be returned to the respective Bidders within thirty (30) days after Proposals are opened, except those which the Corporation elects to hold until the successful Bidder has executed the Concession Agreement. Thereafter all remaining checks will be returned within ten (10) days.

The check of the successful Bidder shall be applied towards the initial payment due from the Bidder under the terms of the Concession Agreement.

7. DEBENTURE SUBSCRIPTION. Bidder's attention is called to the fact that he must state in his Proposal (a) the amount of Four Per Cent Debentures of the Fair Corporation which he has already purchased, and (b) the amount thereof which he will purchase and/or underwrite if he is the successful bidder.

8. ACCEPTANCE OF PROPOSALS AND ITS EFFECT. Within thirty (30) days after the opening of the Proposals the Corporation will act upon them. Acceptance of a Proposal shall be by a notice in writing signed by the President of the Corporation, and no other act of the Corporation shall

constitute the acceptance of a Proposal. The acceptance of a Proposal shall bind the successful Bidder to execute the Concession Agreement and to be responsible for liquidated damages as provided in Paragraph 9. The rights and obligations provided for in the Concession Agreement shall become effective and binding upon the parties only with its formal execution by the Corporation.

9. TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE.

Any Bidder whose Proposal shall be accepted will be required to appear at the office of the Corporation in person, or if a firm or corporation, a duly authorized representative shall so appear, and to execute the Concession Agreement within three (3) days after the submission of the proposed Agreement to him for execution. Failure or neglect so to do shall constitute a breach of the agreement effected by the acceptance of the Proposal.

The damages of the Corporation for such breach will include loss from interference with its program and other items whose accurate amount will be difficult or impossible to compute. The amount of the certified check accompanying the Proposal of such Bidder shall be retained by the Corporation as liquidated damages for such breach. In the event any Bidder whose Proposal shall be accepted shall fail or refuse to execute the Concession Agreement as hereinbefore provided, the Corporation may at its option, determine that such Bidder has abandoned the Proposal and thereupon his Proposal and the acceptance thereof shall be null and void and the Corporation shall be entitled to liquidated damages as above provided.

10. PAYMENTS. Bidders' attention is directed to the manner in which payments will be made, as provided for in the Proposal herein set forth.

11. BUILDING CODE. Bidders' attention is directed to the Building Code of New York World's Fair 1939 Incorporated, dated September 1, 1936,



copies of which may be obtained from the office of the Corporation, Empire State Building, 350 Fifth Avenue, New York City, at a cost of \$1.00 per copy.

12. RULES AND REGULATIONS FOR EXHIBITORS AND CONCESSIONAIRES AND OTHER PARTICIPANTS. The attention of Bidders is directed to the pamphlets containing the above rules and regulations, copies of which may be obtained by application to the office of the Director of Exhibits and Concessions, Administration Building, at the Fair Site.

13. DISCREPANCIES BETWEEN WORDS AND FIGURES. In case of discrepancy between the amounts quoted in the Proposal in words and those quoted in figures, the words shall control.

14. BIDDERS MUST SATISFY THEMSELVES AS TO ACTUAL CONDITIONS. Bidders must satisfy themselves by such means as they prefer as to the actual conditions and requirements of the Concession and shall not at any time after the submission of a Proposal assert that there was any misunderstanding in regard to the conditions at the Site of the said World's Fair or the nature or amount of work to be done, or any difficulties that may be encountered in prosecuting the work called for by the Concession Documents or reasonably inferable therefrom.

## SPECIFICATIONS

For

### PUBLICATION AND SALE OF

### OFFICIAL GUIDE BOOK, OFFICIAL SOUVENIR BOOK AND OFFICIAL DAILY PROGRAM

The Concessionaire must agree to the provisions of the attached forms of Exhibit and Concession Agreements, together with the following additions and modifications:

1) Grant of license. The Concessionaire will be licensed for the purposes of:

- (a) Composing, editing and publishing the Official Guide Book, Official Souvenir Book and Official Daily Program of the New York World's Fair, and the option to publish any foreign language translations thereof.
- (b) The sale of advertising for the Official Guide Book and Official Daily Program only.
- (c) Wholesale distribution of the aforementioned Official Guide Book and Official Souvenir Book outside the grounds of the New York World's Fair.
- (d) Retail distribution from twenty (20) stands located in batteries of stands within the Fair grounds for the sale of Official Guide Book, Official Souvenir Book and Official Daily Program.

The Fair Corporation will furnish an editorial plan for both the Official Guide Book and the Official Souvenir Book. The Concessionaire will do all of the editorial work, illustrations and art work necessary for the publication of the aforementioned books at his own cost and expense. The Fair Corporation will also furnish all the data it has at its disposal to

assist the Concessionaire in the proper presentation of the material in the Official Guide Book, Official Souvenir Book and Official Daily Program. All text, illustrations, designs, art work, advertising copy, advertising illustrations, as well as all materials used in the manufacture of the aforementioned books shall be subject to approval by the Fair Corporation. Dummies and proofs of both books and program shall be submitted to the Fair Corporation for its written approval.

The Concessionaire shall copyright all publications published under the provisions of this Concession, and will grant to the Fair Corporation the right to use any or all of such copyrighted material for any purpose whatsoever without payment to the Concessionaire.

The Official Guide Book, Official Souvenir Book and Official Daily Program shall be printed by Union Labor in a Union Shop.

The general specifications for the Official Guide Book are as follows:

Size: Five and one-quarter inches ( $5\frac{1}{4}$ " ) by eight inches (8").

Pages: Minimum number - one hundred and ninety-two (192).

Maximum number - three hundred and twelve (312).

Advertising: The ratio shall be no greater than one (1) page of advertising to four (4) pages of text and illustrations in the first two hundred and forty (240) pages, thereafter the ratio may be no greater than one (1) page of advertising to every two (2) pages of text and illustrations.

Illustrations: Approximately one (1) page of illustrations to every three (3) pages of text.

Printing: Inside - black and white - with color optional



Printing: Cover - outside in full color,  
inside not less than two (2) colors.

Paper: Inside - not less than fifty (50) pound coated stock.

Paper: Cover - not less than one hundred (100) pound offset  
stock or its equivalent.

Binding: Side wire, cover glued, cut flush.

Retail Selling Price: Twenty-five cents (25¢).

The general specifications for the Official Souvenir Book are  
as follows:

Size: Eleven inches (11") by fourteen inches (14").

Pages: Minimum number - one hundred and forty-four (144).

Maximum number - one hundred and ninety-two (192).

Advertising: None.

Illustrations: To occupy approximately fifty percent (50%) of  
the space in this book. One (1) form shall be  
in full color and at least two (2) forms shall  
be in two (2) colors. Each form shall contain  
approximately twelve (12) pages.

Printing: Text in black and white.

Paper: Not less than eighty (80) pound stock.

Cover: Shall be of appropriate modern design and material.

Binding: Shall be of appropriate modern design and material.

Retail Selling Price: One dollar (\$1.00).

The general specifications for the Official Daily Program  
are as follows:

Size: Eight and one-half inches ( $8\frac{1}{2}$ ") by eleven inches (11").

Pages: Eight (8).

Binding: Wire Staple.

Printing: Black and white.

Advertising: Not more than fifty percent (50%) of the total space available.

Paper: Not less than forty (40) pound coated stock.

Retail: Free with each purchase of the Official Guide Book or Official Souvenir Book. Separate copies are to be sold at not more than five cents (5¢) each.

The Concessionaire will sell or dispose of the advertising space in the Official Guide Book and Official Daily Program at his own cost and expense. Before commencing sales of advertising space, the Concessionaire will submit to the Fair Corporation for its approval a complete list of the rates he proposes to charge for this aforementioned advertising space, and no changes in these rates will be permitted without first obtaining the written approval of the Fair Corporation. The Fair Corporation will give to this Concessionaire, without obligation, any inquiries it may receive or have received for advertising in the Official Guide Book. The Concessionaire agrees to offer to all bona-fide Exhibitors and Concessionaires of the Fair Corporation the preferred advertising positions in the Official Guide Book, before offering such positions to others. Advertisements in the Official Daily Program shall be confined to Exhibitors and Concessionaires and no other advertisements will be permitted.

The Concessionaire will sell or distribute the Official Guide Book and Official Souvenir Book at wholesale, outside of the Fair grounds, at his own cost and expense. Such wholesale prices are to be approved by the Fair Corporation. However, the Official Daily program will be distributed only within the Fair Grounds in such a manner as outlined in the specifications above.

The spaces to be licensed for the retail stands within the Fair

Grounds will be determined at a later date by the Fair Corporation, but the Concessionaire will be consulted concerning such locations.

On or before March 1, 1939, the Concessionaire must submit to the Fair Corporation for its approval, samples and proposed retail selling prices of all the items he proposes to offer for sale.

The Concessionaire will stock and display the publications in approximately the same proportions in each of the aforementioned stands, and all publications shall be sold at uniform retail prices.

There shall be no distribution of premiums, premium coupons, souvenirs, prizes or other merchandise, free or otherwise, without first obtaining permission in writing from the Fair Corporation.

The stands will be erected by the Fair Corporation, including back walls, side walls, front walls below the counter level, rough flooring and roof. The Concessionaire will supply and install at his own expense counters, interior decoration, display cases, storage cabinets, racks, signs and other equipment necessary for the proper operation of the Concession, all subject to the approval of the Fair Corporation.

The stands shall be approximately eight feet (8') wide by eight feet (8') deep, sixty-four square feet (64 sq. ft.) in size. If it is mutually agreed that stands larger than the standard eight foot (8') by eight foot (8') size are required at certain locations, the Fair Corporation is to receive a proportionate additional rental or space charge.

The Concessionaire must agree to execute simultaneously with the signing of the Concession Agreement the attached form of Exhibit Agreement for the five thousand square feet (5,000 sq. ft.) of space in Building R-2, Section I, and may use the entire five thousand square feet (5,000 sq. ft.) of space in the said Building, or may sub-lease any part or all of this space for the installation, maintenance and operation of an Exhibit depicting the Graphic Arts Industry, in accordance with the terms of the Exhibit Agreement between this Concessionaire and the Fair Corporation.



All Exhibits proposed by this Concessionaire must be submitted to the Fair Corporation for its approval. All sub-lessees and their proposed Exhibit must also be submitted to the Fair Corporation for its approval.

It is understood and agreed that a default in any of the terms of either the Exhibit Agreement or Concession Agreement by the Concessionaire will constitute a default of both agreements.

Drawings and Specifications. Preliminary drawings and specifications of the Project need not be furnished by the Concessionaire at the time of the execution of the Concession Agreement, but shall be furnished in quadruplicate for approval by the Fair Corporation within forty-five (45) days after signing the Exhibit and Concession Agreements. Definitive working drawings, details and complete specifications of the Project will be furnished in quintuplicate to the Fair Corporation by the Concessionaire at his expense for approval by the Fair Corporation, within ninety (90) days after signing the Exhibit and Concession Agreements.

2) Payments by Concessionaire. The space and privilege charge shall be as set forth in the proposal based on an estimated total area to be occupied by said stands and Graphic Arts Exhibit of 6,280 square feet, provided, however, that if the total area to be occupied by the aforementioned stands and Graphic Arts Exhibit shall be greater than 6,280 square feet, the Concessionaire will pay to the Fair Corporation for the excess area at the rate of fourteen dollars (\$14.00) per square foot, and if the area is less than 6,280 square feet, the Fair Corporation will refund to the Concessionaire an amount equal to fourteen dollars (\$14.00) per square foot for every square foot less than 6,280 square feet.

The Participation fee shall be the percentages of gross receipts set forth in the proposal.

The performance guarantee shall be the sum of \$3,500.00.

3) Admissions and Sales. The second paragraph of Article 3 of the standard form of Concession Agreement shall be eliminated.

PROPOSAL TO  
NEW YORK WORLD'S FAIR 1939 INCORPORATED  
FOR  
OFFICIAL GUIDE BOOK, OFFICIAL SOUVENIR  
BOOK AND OFFICIAL DAILY PROGRAM  
CONCESSION

(NOTE: The Bidder's name and principal office address must be inserted below. If a corporation, the state of incorporation must also be inserted here. All writing must be in ink or typewritten.)

Made this \_\_\_\_\_ day of \_\_\_\_\_ 193\_\_\_\_\_  
by \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. BIDDER'S DECLARATION. The party or parties named above (hereinafter referred to as the Bidder) declares that the only person or persons interested in this Proposal as principal or principals is or are named above, and that no other person than hereinabove named has any interest in this Proposal or in the Agreements proposed to be executed; that this Proposal is made without any connection with any other person or persons making a Proposal for the same purpose; that the Proposal is in all respects fair and without collusion or fraud; that he has examined the Notice to Bidders, the Definitions, the Information for Bidders, the Specifications, the form of Concession Agreement, and the form of Exhibit Agreement and he agrees that this Proposal embodies all of the terms, conditions and definitions therein set forth, and further agrees if this proposal be accepted by the Corporation to execute and deliver to the Corporation a Concession Agreement and an Exhibit Agreement substantially in the said form with such modifications as shall be mutually agreed upon by the undersigned and the Corporation; and he further agrees to perform and comply with all the terms, conditions and provisions set forth in said Concession Agreement Documents to be performed or complied with by the Con-

cessionaire, and pay to the Corporation for the said Concession privilege the following sums:

2. SCHEDULE OF PAYMENTS

(a) Standard Space and Privilege Charges. ✓

\$87,920

(b) Payment to be made on execution of Agreement.

1/3% - \$29,306.66

(c) Balance due and payable as follows:

1/3% - \$29,306.67 - December 1, 1938 ✓

1/3% - \$29,306.67 - March 1, 1939.

3. PARTICIPATION PERCENTAGES. (In addition to standard space charges as specified above).

Ten percent (10%) of all gross receipts from the sale of advertising space. ✓

Twelve and one-half percent ( $12\frac{1}{2}\%$ ) of all gross receipts from the wholesale sale of the Official Guide Book and Official Souvenir Book. ✓

Twenty percent (20%) of all gross receipts from the retail sales operation (within the Fair grounds) of the Concession Project. ✓



4. DEBENTURE SUBSCRIPTION.

The Applicant has purchased \$ \_\_\_\_\_ of the Four Per Cent Debentures of the Fair Corporation.

If awarded the above described Concession, the Applicant will purchase and/or underwrite the purchase of Four Per Cent Debentures of the Fair Corporation in the aggregate principal amount of \$ \_\_\_\_\_. Payment for the said Four Per Cent Debentures will be made at the time of signing the Concession Agreement or at such other time or times as may be designated by the Fair Corporation.

5. ADDITIONAL TERMS AND PROVISIONS INCLUDED IN PROPOSAL. It is understood and agreed that the terms and provisions contained in the Notice to Bidders, the Information for Bidders, the Definitions and the Specifications, including the provision for payment of liquidated damages in the event this Proposal is accepted and the undersigned does not execute the Concession Agreement as therein provided, are hereby made a part of this Proposal as if set forth in full herein.

6. EXECUTION OF AGREEMENT. The Bidder agrees to execute the Concession Agreement within three (3) days from the date the proposed Agreement is submitted to him for execution.

7. WITHDRAWAL OF BIDS. It is understood and agreed that this Proposal may not be withdrawn for any reason whatever within thirty (30) days after the date of the opening thereof. The Bidder agrees that the Corporation may reject any or all Proposals for any reason whatsoever.

(Note: The Bidder must sign below. In case of a partnership, a duly authorized partner must sign. In case of a corporation, a duly authorized officer or agent must sign. Satisfactory evidence of authority

to sign may be required by the Corporation. In case of a corporation, the corporate seal should be affixed.)

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Notice to Bidder: (1) Signature must be acknowledged before Notary Public on Page 16.

(2) Do not take Proposal sheets out of this book. The entire book, with Proposal filled out, must be submitted by Bidder.

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 193\_\_\_\_\_,  
before me personally came \_\_\_\_\_,  
to me known to be the person described in, and who executed the foregoing  
instrument, and acknowledged that he executed the same.

(PARTNERSHIP ACKNOWLEDGMENT)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 193\_\_\_\_\_,  
before me personally came \_\_\_\_\_,  
to me known to be the person described in, and who executed the foregoing  
instrument, and acknowledged that he executed the same as the act of the  
firm of \_\_\_\_\_.

(CORPORATE ACKNOWLEDGMENT)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 193\_\_\_\_\_,  
before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn, did depose and say that he  
resides in \_\_\_\_\_; that he is  
the \_\_\_\_\_ of \_\_\_\_\_, the  
corporation described in and which executed the above instrument; that he knows  
the seal of said corporation; that the seal affixed to said instrument is such  
corporate seal; that it was so affixed by order of the Board of Directors of  
said corporation; and that he signed his name thereto by like order.

