

To: Woody & Steina Vasulka

From: Howard Wise

Re: Video Art Review

As you are no doubt aware, EAI and Anthology Film Archives are collaborating in presenting a series of 18 programs covering Video Art from the beginning up to the present.

The programs started in October 1980 and will continue into June of 1981. The programs are between 1½ and 2 hours in length, and are shown two programs per month, each program four times in a month.

Anthology is commissioning a recognized writer or critic to produce an essay on the works shown in each program. These will serve as program notes, and of course should be important to the artists concerned.

Where it is appropriate we would like to ask each artist to make on video a brief (3 to 5 min) introductory statement about his work. After all, who knows ~~best~~ his work? And we are exploring the possibilities of video as a means of personal communication, aren't we?

We have already shown as program introductions statements by Ed Emshwiller, Peter Campus, and Frank Gillette, and it works very well indeed!

We are now at work on the 1981 portion of the Video Art Review, which starts in January and ends in June. In addition to a poster, which will be plastered in various locations over New York, we are placing modest ads in each issue of the VILLAGE VOICE and SOHO WEEKLY NEWS.

I am enclosing the January-June Schedule, which includes work by you.

Hello and Greetings!

~~if you would make a short statement to the audience~~
I know that Bob Haller has been in touch with you about this. We are getting pretty enthusiastic about the possibilities for this program, and if you would like to make a video statement, it would be most appropriate and welcome!

Gene Youngblood spoke of your new development, a new "imager" I think he referred to it. Have you any works that you have made using this? If you do, I would be interested in taking a peek at them.

Best regards,


in the series.

Yours



This agreement, dated _____, is intended to set forth the terms under which Electronic Arts Intermix, Inc., _____, New York, New York ("Intermix"), is to distribute and promote sales and rentals of the video work by _____ of _____ (the "Artist"), entitled _____ and described as follows:

1. It is understood that all right, title and interest in this video work will belong solely and exclusively to the Artist, his heirs and assigns, subject to the rights granted to Intermix hereunder. This agreement shall take effect as of the date stated above (or on: _____) and shall run for a term of 10 years, unless sooner terminated in accordance with the conditions described below. During that time, Intermix, its successors and assigns, shall have the sole and exclusive non-commercial rights to duplicate and distribute, sell, lease and otherwise deal in and with the video work in the United States of America and elsewhere throughout the world. The rights given hereunder shall include public television and CATV broadcast rights unless this sentence or specific portions thereof are stricken and initialled by both parties.

2. It is understood that the Artist shall receive as royalties one half (1/2) of Intermix's gross proceeds from the sale or lease of the video work, or duplicates of it, and that Intermix will account to the Artist on a semi-annual basis, during January and July of each year, for the 6-month period ending on the preceeding December 31 and June 30, which accounting shall be accompanied by payment of the royalties then due the Artist.

3. It is understood that Intermix intends to base its opening selling prices for this tape on a basis of \$150 per half hour program, reel-to-reel. Rates for rentals of the tape will vary. It is agreed that Intermix shall have the right to increase or reduce said prices and charges as it may, in its sole judgment, deem necessary or appropriate in the best interests of this project, the artist and Intermix.

4. At present, Intermix intends that rentals will be made ^{mostly} in "packages" or groups of tapes assembled by it for specific purposes or subject matter or to meet the special needs of the renting institutions. Intermix will quote rental charges on each "package" and the Artists whose work is included will share 50% of the rental fees on a proportional basis to be determined by Intermix.

5. The Artist agrees to supply Intermix with a one-inch (1") master tape, which will remain the Artist's property, and from which Intermix will make duplicates for distribution at no cost to the Artist. The Artist acknowledges that, at present, Intermix has equipment able to reproduce only monochrome cassettes and one-half inch ($\frac{1}{2}$ ") open reels. From the Artist's master tape, Intermix will make duplicates for distribution (sales and rentals). If for any reason the Artist is unable to make a master tape available to Intermix or if the master tape can only be held by Intermix for a brief time, the Artist agrees that Intermix may cause to have made a suitable master quality duplicate tape, to be made from the master tape, from which distribution duplicates can thereafter be made, same to be at no cost to the Artist.
6. When Intermix can use its existing equipment, the duplicates will be made by it at its sole expense and at no charge to the Artist. If Intermix cannot make duplicates from its own equipment, the Artist agrees that Intermix may arrange to have the duplicates made elsewhere or the Artist agrees to supply Intermix with such duplicates suitable for distribution, with the understanding that Intermix will reimburse the Artist for his actual costs of making the duplicates, provided he has made arrangements with Intermix before incurring such costs.

7. The Artist agrees that Intermix may attach a leader to the beginning of each video work duplicate sold or leased hereunder stating that Electronic Arts Intermix, Inc. is presenting the work.
8. The Artist warrants and represents that the tape and the contents thereof are his own creation or that he has fully cleared his rights to grant Intermix the within-described exclusive rights and license and the Artist further warrants and represents that the material therein does not violate or infringe upon any rights of any nature whatsoever of any person, firm or corporation and agrees to indemnify and hold harmless Intermix from and against any and all claims, damages, liabilities, costs and expenses arising out of the breach of this foregoing warranty.
9. The master tape contains the proper copyright notice or, if it does not, the Artist hereby authorizes Intermix to affix the proper copyright notice.
10. Intermix agrees that it will not sell or rent this tape unless said sale or rental contains an agreement with the purchaser or lessee that forbids the copying of the tape under any circumstances and, in the case of rentals, also forbids the showing of the tape except under the auspices of the lessee at the place and for the purposes intended by the leasing agreement.

11. The Artist hereby agrees that the sales agreements may provide that if, at any time, the videotape purchased shall become worn, defective or mutilated, Intermix will provide the purchaser with a new copy thereof for the net cost of the duplicate, upon the return of the damaged, defective or worn tape.

12. Intermix agrees that during the term of this agreement, it will list this tape, with appropriate descriptive material, in the catalogue which it plans to publish and maintain. The Artist agrees that Intermix may use and authorize others to use the Artist's name, likeness, and biographical material about the Artist for publicity and institutional promotional purposes hereunder.

13. The Artist shall have the right to terminate this agreement on and after June 30, 1975 if during the preceeding 12-month period ending June 30th of any year that this agreement is in force after June 30, 1974, the royalties paid to the Artist hereunder, plus any other royalties, fees or income of any kind derived by the Artist as a result of the efforts of Intermix, shall be less than \$500. Such termination shall take effect as of the following October 1st, provided the Artist has first given Intermix written notice of his or her intention to terminate at least 45 days prior to said October 1st.

14. If this agreement should hereafter be terminated and the master tape is returned to the Artist, he agrees to honor requests for the replacement of worn tapes from purchasers in accordance with the provisions of Paragraph 11 above.

15. This agreement is made in accordance with the laws of the State of New York and sets forth the entire understanding between the parties and no waiver or alteration shall be valid unless set forth in a writing signed by both parties.

16. The parties hereby accept the foregoing agreement and have signed it on the day and year set forth above.



Artist

ELECTRONIC ARTS INTERMIX, INC.

By: _____

6/17/82

Dean Woody and Steira:

Thank you for your cooperation with the two programs. We worked very hard to have them aired just as they were - although they messed up an audio track while bumping it up to 1" for air - This has been corrected, however -

Both tapes have created a lot of interest, not just from viewers, but from people I have shown the programs to here at EAI -

We would like to have copies to distribute of all your new works, not only to the audio/visual market, but also for other broadcast possibilities. (I must see more of the opera)

So please consider this possibility, and let me know what your thoughts are about it.

Thank you
Eric Trigg

7/30/73

Woody and Steina Vasulka
ICELAND

PS: We saw a wonderful
film of the eruption of
SURTSEY; have you seen it?

Dear Friends;

Hope you have had a good summer so far.

As you know, we went on the Eclipse Cruise to Africa--it was a grand experience. The day before the event, the heavens were all hazed over, from a dust storm off the Sahara (we were supposed to be stationed about 30 miles off Dakar for the eclipse). I wouldn't have given a plugged nickel for our chances of seeing it. But our resident meteorologist told the captain where to go, (he was aided by weather reports from the satelittes and various stations around the US), and lo ! and behold! the next day found us 200 odd miles off the coast and in almost clear sunshine.

Despite power and battery difficulties, I managed to get a few tapes, one of the eclipse itself, which I hope you will see when X you return.

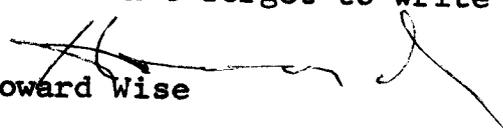
As you know, I must have the Final Report in to NYSCA no later than Aug. 31, which is just a month away. Can you give me a brief account of your activities and accomplishments during the report period, that is, July 1, 1972 to June 30, 1973? Please include any workshops or lectures, etc and the number of people attending or benefitting.

In the Interim Report of Feb.6, you spoke of new hardware by George Brown, 4 electronic workshops at the Kitchen, and individual workshops at your studio, all held in the first half the grant period. If you could supplement this info with similiar info about 2nd half activities, I think that would do. In any event, could you get the info to me by Aug. 20th at the latest, so I may get the report in before the deadline ?

Stearns, Bapat and Burton have not yet located a space that meets their requirements and is still withing the funds we have available (or I should say, funds which probably will be available) and I haven't heard of anything suitable even in the offing. Maybe the whole thing will, as you said, die, but I hope not, as it seems to be too important for it simply to disappear. Well, they had better really get busy, as I have been urging them to do, or the Kitchen won't be located until after the season is over.

My son Danny is in Europe, and plans to be in Iceland for a few days towrds the end of August or early September, and I gave him your address, so you may hear from him, as I'm sure he would appreciate a little guidance in getting aroun Iceland. He is the 27 year old lawyer--I don't remember whether you met him, but I'm sure you will enjoy his company.

Have fun ! With best regards, and don't forget to write !


Howard Wise

June 12, 1974

Dodge & Stone - This could be good

To Artists participating in "Video: The New Wave" :

How did we come out?

Electronic Arts Intermix has been authorized by WGBH to distribute this program for "audio-visual" use, and we should like, with your cooperation, to offer it to Museums, Art Schools, Universities, Libraries and institutions for educational purposes.

We propose to stand all costs of distribution and to split with the participating artists the proceeds on a 50-50 basis, with each artist receiving his proportionate share of the proceeds based upon the length of his segment to the total length of the program.

Thus, if your segment is 3 minutes long, you would receive 5% of the artists share of the receipts, or 2½% of the total gross receipts of the hour long program. Electronic Arts Intermix will use its share to cover the costs of distribution. We would remit your share to you on a semi-annual basis.

Before we can offer this tape for distribution, we will have to have your assent to this proposal, as well as that of the some 30 other participating artists. This can be a good thing for all concerned, so let's strike while the iron is hot. If you agree, please sign and date the enclosed copy at the places indicated, and return promptly in the enclosed envelope.

Yours truly,



Howard Wise
President

Agreed: _____
Artists Signature

Date: _____

June 12, 1974

To Artists participating in "Video: The New Wave" :

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Yours truly,



Howard Wise
President

Agreed: _____
Artists Signature

Date: _____

June 3, 1975

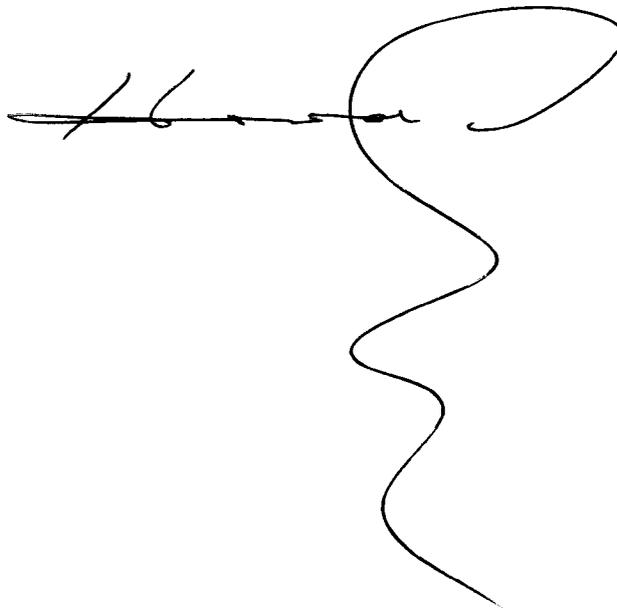
Dear Woody and Steina;

It's your turn first this time, Woody !

Enclosed you will find the first issue of NEWS FROM EAI which we plan to get in the mails tomorrow.

I wanted you to be the first to see it, and to point out to you that there is a "typo" error in the description of your tapes. In the last paragraph, "mofidy" (a good word if there ever was one) should be "modify" ! Vive la transposition ! And curse the proof-reading !

Yours

A handwritten signature in black ink, appearing to read "Howard Wise". The signature is written in a cursive style with a large, looping flourish at the end that extends downwards and then curves back up.

November 20, 1986

Steina Vasulka
Route 6 Box 100
Santa Fe, New Mexico 87501

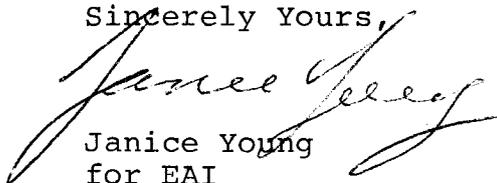
Dear Steina,

Recently the Centre National D'Art Contemporain De Grenoble purchased a copy of your tape Cantaloup. They are now requesting a short text about this tape, and an accompanying photograph. We thought that you might prefer to write this text yourself, as it will be going into their catalogue which will be published sometime next year.

I have enclosed the letter we received from them which explains this further. If you prefer we send the text and photo, please do not hesitate to contact me, as we wish to facilitate this request as soon as possible. (Although the letter is dated September 20, we only received it last week.)

If you have any further questions please give me a ring.

Sincerely Yours,



Janice Young
for EAI

March 31, 1981

Woody Vasulka
1600 Old Pecos Trail
Santa FE N.M. 87501

Dear Woody;

I'm enclosing the "Video Art Review" for the final three months of April-June. Please note that on the reverse is a summary of previous programs including yours just now ending.

I'm hoping that this will stir up more interest in the series, and that out of this we can develop series that we can "package" and offer to museums and other display equipped organizations with some chance of success.

This is what I had in mind when I spoke to you about Gene Youngblood, and thanks for mentioning it to him. However, he wrote me a proposal that was so all-encompassing that its cost both in terms of money and in resources is far beyond our means, and I'm afraid I can't even consider it.

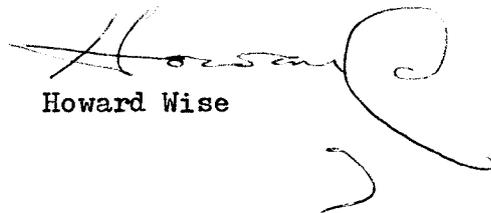
So I am writing him today telling him what I have said to you. Did Gene send you a copy of his proposal? If he did, I think you will understand what I mean.

Woody, I have been anxiously awaiting your revised "Artifacts" tape that you mentioned you would get off to me. We have stirred up a lot of interest in the current tape, but have been soft-peddling it until we get the "new improved model"! Would you tell me when we may expect it?

Do let me have your comments on the "calendar"—

With best regards to Steinna,

Yours


Howard Wise

ARTISTS VIDEO TAPE RESOURCE

THIS HAS BEEN A PRESENTATION OF ELECTRONIC ARTS INTERMIX

2/25/81

Woody Vasulka
1600 Old Pecos Trail
Santa Fe, N.M. 87501

Dear Woody;

How good it was to speak to you again the other day ! I like to renew old friendships, and yours is one that I would like to keep on the active side, as I have always respected your judgments and ideas as well as your personality.

After viewing "Artifacts" a few times, my respect for your accomplishments grows even higher. I find it a most mysterious work. You are in it, one can almost recognize your hand, yet the computer also is in it. Its presence isn't animal-like nor is it machine-like, but almost as if its existence were supernatural, if there is such a thing. At least, it seemed to me to be the manifestation of a mind with which we are not familiar, but a benign mind, not at all like satanic spirit which inhabits so many of the new films and novels. It is intriguing and makes one wonder whether the computer hasn't got a congenial and rather pleasant existence of its own, and whether you aren't embarking on a collaboration with this nascent giant that has marvellous possibilities.

After we spoke I tried to call you again a couple of days later, but found you had left for San Francisco, therefore this letter.

On looking at the tape again, I really don't think that there need be any more credits, except perhaps a mention of your computer partner !

It already has a title, it has a copyright notice. As far as we are concerned, all I would like is a card reading:

THIS HAS BEEN
A
PRESENTATION OF
ELECTRONIC ARTS INTERMIX
84 Fifth Avenue
New York, N.Y. 10011

nicely arranged, added at the end. The background could be the same color as the other character-generated cards.

We have interested a good-sized cable company in ARTIFACTS, but they only want a 10-minute segment. Would you be willing to consent if the price is right ? If this is OKay with you

we will work out the best arrangement we can with them and submit it for approval.

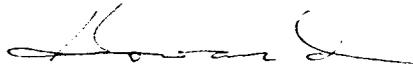
I had Janice, our Manager of the E/PPF check the dub of "Artifacts" you left with me, and it definitely will not be suitable as a duplicating sub-master, though it is fine for use as an "in-house" copy to show visiting curators and others who use our viewing room to select tapes for lease and rentals. By the way, Janice would like to know, in the "Random Noise" sequence, whether the considerable time base error which shows up there will be eliminated in the new sub-master ?

So would you go ahead as we discussed and prepare a duplicating submaster directly from your master, and also add the newer segments which you had in mind to make the program 25 to 30 minutes in length ? This would include the tail-end presentation card, which need only be about 5 seconds on screen.

Please give my best regards to Steinna !

Looking forward to hearing from you,

Yours



Howard Wise

P.S. I'm sending you under separate cover copy of Bob Haller's "program notes" for the VIDEO REVIEW program for March, and am enclosing the poster showing the Jan-March schedule for the Series. I notice that the program consists of only one tape each of yours and Stephen Beck. We have enough time to show "Artifacts" as well, if you care to. Would you like us to do that ? If you do, let me know and I'm sure we can do it



5/5/81

To:

Stephen Beck
Ed Emshwiller
Woody Vasulka

From: Howard Wise

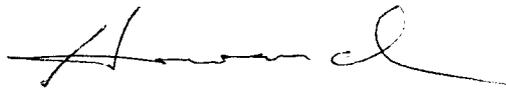
I had a lengthy phone call today from Deborah Cadbury of BBC from London, regarding a program "Horizons".

She wanted to know what was available for showing computers and their use with video. I suggested VIDEO WEAVINGS etc, SUNSTONE and ARTIFACTS.

It seems she was more interested in sending a film crew to document the use of computers and video than she was of showing video programs utilizing the special effects made possible by computers/video. I was over my head, so I suggested that she call each of you to see if it might in your opinions be possible for her crew to develop a program that makes sense.

I gave her your phone numbers, and I hope you enjoy talking to her even if nothing comes out of it, which may be the case, but then perhaps something will. She seemed persistent enough.

I'm sending her what information about the program that I have in the event she wants to have a look at them.



988

Exhibit A

June 1, 1974

Electronic Arts Intermix, Inc. (EAI) is a non-profit organization founded to aid in the advancement of video as an art form.

It is the purpose of EAI:

- a) To encourage in their work, artists exploring the potentials of the video medium.
- b) To establish a distribution system for video programs created by artists.
- c) To generate public involvement in video, and provide a counseling service to organizations interested in initiating or expanding their video programming.

EAI has been working towards these goals since 1971, and has received funding support from the National Endowment for the Arts (NEA), the New York State Council on the Arts, and private foundations.

During this time, EAI has sponsored and provided assistance for many video projects. Some of these are: 1) Open Circuits/The Future of Television, the first international video conference, held at the Museum of Modern Art in January 1974, exploring the esthetic potentials of television (a book is forthcoming from MIT Press); 2) The Kitchen, a free forum for video program presentations; 3) Perception and Vasulka Video, research groups developing new techniques and technology for video information systems.

We are now expanding EAI services, through a project grant from NEA, to include a non-commercial distribution system for artists' video tapes, and we need your advice.

Since you are our audience, we want to know to what degree you are interested and involved in video programming.

So if you would be good enough to fill out the brief questionnaire attached, it will help us in making appropriate video programs available to you and your organization.

If this does not apply to your responsibility, would you kindly forward to the proper department in your organization.

Yours truly,

Howard Wise
President
Electronic Arts Intermix

QUESTIONNAIRE

1. Do you now own or have access to any video playback equipment?

(Circle one)

YES

NO

1a. If you do not have video playback equipment now and plan to purchase any during the next 12 months, please briefly indicate what types.

2. Does your organization have an established program for closed circuit transmission of video tapes?

(Circle one)

YES

NO

2a. If yes, please give a brief description of the program.

3. Please indicate what types of video programs you would be interested using in your organization. (Circle all those you would use).

SOCIAL DOCUMENTARY
PERFORMANCE DOCUMENTARY
EXHIBITION DOCUMENTARY
INTERVIEWS WITH ARTISTS

CONCEPTUAL WORKS
INSTRUCTIONAL TAPES
IMAGE COMPOSITIONS
ELECTRONIC GENERATED IMAGES

Any other _____

Jan. 17, 1977

Steina Vasulka

Dear Steina;

I have searched the tapes we have here from you and can find no trace of "let it be".

It is not listed in the catalogue, we have no copies or master that I can locate. I would assume that these must have been returned to you, if they were yours, and the probabilities are that we never had the master, as you usually retain yours, as you know.

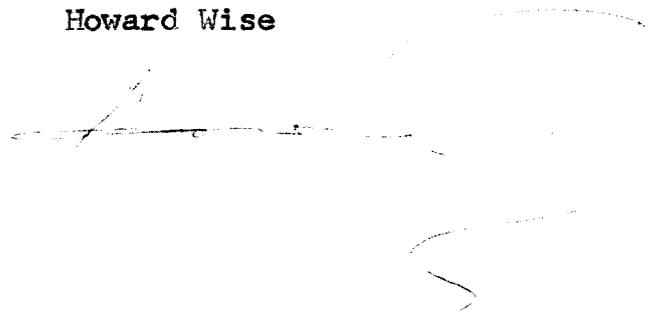
So, don't worry----and just let it be !

I am in any case enclosing a copy of the agreement you and Woody signed. It isn't properly executed, as there is no date, but at any rate we have been guided by the conditions it contains, as these are pretty well standard with us.

We expect to come out with a simplified and improved version before too long.

Best regards,

Howard Wise

A handwritten signature in dark ink, appearing to read "Howard Wise", is written over a faint, circular stamp or watermark.

11/22/76

Steina Vasulka

Dear Steina;

About your letter of 11/18 regarding "Let It Be", I would assume that WGBH has for broadcast purposes an arrangement with ASCAP or BMI whereby they can use copyrighted material at set fees.

As far as you are concerned, I don't think you are cleared. And in case the copyright owner learns about his music being used in a showing of your tape, I should think he would look to you for redress.

You know, of course, that we are not handling this program, and that is the reason why we aren't. Also, I would like to remind you that our agreement, under which we are operating, states that you warrant that you have cleared your rights and that you hold us harmless from such claims. Now, of course with your other tapes you do not, I suppose, have such problems, as they are of your own composition, both the visual and the audio, n'est-ce pas ?

I wouldn't worry too much about this, but it would be the side which is caution not to show this one in public.

Yes, I did receive the descriptions--thank you very much.

Now, for a more pleasant subject. John Hanhardt of the Whitney has advised us that he has selected two works by you and Woody for showing in the Biennial which opens mid-February--VOCABULARY and ~~NOISE~~ ~~FIELDS~~ NOISEFIELDS. And of course they want several things, almost immediately. First is up-to-date bio. information (education, recent exhibitions) and a B&W glossy from each of the programs. And they want both programs on the same tape. I don't know where they learned about NOISEFIELDS--I'm sure we do not have the program. So, can you get us a copy of these two programs on a cassette well in advance of Feb. 15 ? And, as far as the bio, they need that by Nov. 29 and the photos as well. So, consider this confirmation, and I'll phone you because of the short time.

They will pay \$100 for the cassette and the rest, and that is all. I'll handle this in any way you like, but I would hope that EAI could get a little something out of it. What are your thoughts ?

Best regards,



4/16/76

Steina Vasulka

Dear Steina;

Well, you have 10 days until the deadline ! I am looking forward to receiving the NYSCA check any minute now. However, I'm marking my calender to send you \$2000 for your lovely computer on the 28th, regardless of whether it arrives or not.

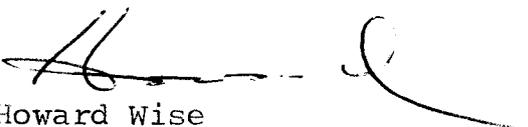
Your share of "Video the New Wave", according to the records that WGBH gave us, is just under 2 minutes. I haven't paid you or the others either as yet, because our ex-bookkeeper really messed us up, and we are trying to clean up the mess. But according to the books, as of the first of the year we owed you \$44.10, so I'm enclosing check in that amount. There will be probably more when we complete our audit.

Now, about the mysterious appearance of tapes in the Kitchen's library, in principle you are absolutely to question their appearance there. It came about in this way---when Delahante purchased the tapes for the VIDEO ART show which she organized for ICA of Univ. of Penna. it was on the understanding that after the show had completed its travelling, the tapes were to go to the Kitchen for its archives. After all, they were purchased for the "life of the tapes" And that is just where they are, and I'm sure that is what you saw there. The show travelled a year or more to six museums, so I imagine the tapes don't have too much remaining life in them, and while they are good enough for archival showing, they certainly can't be fit for earning revenue.

Any more questions ?

Best regards,

Yours



Howard Wise

RENTALS OF VIDEO: THE NEW WAVE from July 1, 1975 to March 31, 1976.

St. Mary's College
City and County of San Francisco
Corpus Christi Art Foundation
City Library of Rochester
Drexel University
Northern Virginia Community College
Oblate College of the Southwest
Smith College
Texas Tech University
Community College of Allegheny County
Bowdoin College
University of Tennessee

June 13, 1975

Woody & Steina Vasulka
257 Franklin Street
Buffalo, New York

Dear Woody & Steina:

The U.S.I.A. asked if you would be good enough to supply them with an 8 x 10" glossy photoportrait, this to be used for publicity purposes and also your biographical data. If you can make this available, please send to us P.D.Q. and we will assemble them and forward them to the U.S.I.A.

They will circularize at the 160 posts all around the world except the U.S.A. so this should be great publicity for you.

If you can send us an extra copy we will keep your biography and an 8" x 10" photograph in our files for possible further use.

Yours,

Howard

Howard Wise
President

*PS. Please send a new up-dated bio Thanks again,
Horia*

8/31/74

Woody and Steina Vasulka
257 Franklin Street
Buffalo 14202

Dear Woody and Steina;

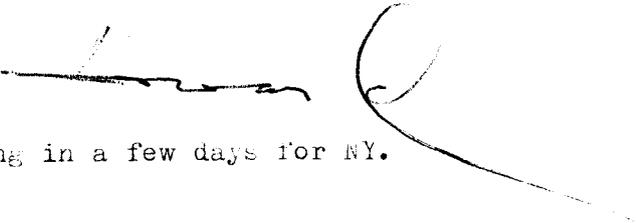
Hope you have had a good vacation--or should I say summer, as I know you never stop working, even in vacation-time !

I have had several calls from Lydia asking for half your tapes illustrating or summarizing the work you have done this past year, this tape to accompany BAI Final Report to NYSCA which has just been delivered. This in spite of the fact that (I believe) you submitted a tape with the Interim report last Feb. and I think another with the 1974-5 Application earlier this summer.

The basis for this request (which is also being made to Gillette and Mann, who also submitted tapes earlier) is the phrase in the contract which states that we must submit "copies of published literature or works (well, I don't have the contract here, but I think this is the approx. wording) for State Purposes". The reason really is that she wants to distribute these free of any charge or reward to the artist to four library systems in NY State. I think it's an imposition, and directly counters what we are trying to do at BAI, which is to get a reward for the artist for his work. She even bulldozed WNET/13 into giving her 5 copies of "The Medium is the Medium" of which BAI is supposed to be the distributor. Of course, once she puts this into the hands of a library, she loses control, and here I am, making anyone who wants it sign a limited use agreement to protect WNET/13 and BAI against pirating and unauthorized use.

Can't something be done about this situation ? Do you have any suggestion?
Do you want to send another tape ?

???????


PS: We're leaving in a few days for NY.

Vasulka

URGENT!

We are in the final stages of compiling our catalogue. Please supply us with the following information by return mail, as it will be of no use to us unless it is in our hands by Tuesday, July 9:

- your dates (years) of birth
- list of video shows - dates, place, whether they were one-man or group or what
- dates you were artists in residence at KQED & WNET
- dates of your CAPS & NYSCA grants

Please let us hear from you soon. —

This is a bitch of a job - putting all this information together

(today's my last day here)

Love & kisses

xxx
Laura (Canestani)

EXHIBIT C.

Electronic Arts Intermix, Inc.
June 3, 1974

ARTISTS USING EDITING EQUIPMENT

Frank Cavestani
Juan Downey
Terry Fox
Frank Gillette
Hans Haacke
Beryl Korot
Shigeko Kubota
Andy Mann
John Reilly
Ira Schneider
Willoughby Sharp

LIST OF PARTICIPATING ARTISTS

Ant Farm
George Bolling
Eric Cameron
Peter Campus
Peter Crown
Douglas Davis
Juan Downey
Electronic Arts Intermix
Ed Emshwiller
Louise and Bill Etra
Everson Museum
Terry Fox
Charles Frazier
Frank Gillette
Joel Glassman
Cynthia Gray
William Gwin
Michael Hayden
Taka Iimura
Beryl Korot
Shigeoko Kubota
Andy Mann
Nam June Paik
Anthony Ramos
Ira Schneider
Lillian Schwartz
Willoughby Sharp
TV TV
Woody and Steina Vasulka
Video New York
Bill Viola
Jud Yalkut

ELECTRONIC ARTS INTERMIX, INC.
84 FIFTH AVENUE
NEW YORK, N. Y. 10011

12/13/74

Woody and Steinna Vasulka

Dear Vasulkas;

This will confirm our understanding about tapes for distribution, which we arrived at when you were here last weekend;

You will supply us, for the present at least, with copies of your programs for distribution;

We will share the cost of these by your doing the duplication and we will supply the cassettes. We will share proceeds from rental fees 50-50.

With all best wishes for the coming year

Cheerio


Howard Wise

September 25, 1973

Film/TV

New York State Council on the Arts
250 West 57th Street
New York, N.Y. 10019

PROPOSAL FOR A TAPE DISTRIBUTION PROJECT

During the course of last summer, I spent some time thinking about the field of video in general and the activities of Electronic Arts Intermix in particular. Obviously, one of the major problems in $\frac{1}{2}$ " video is how to get the tapes seen, and another is how to get income to the artist-producer so that he can recoup at least part of his costs. This is what we have attempted to do in the Kitchen.

Another and perhaps more auspicious approach is, it seems to me, the establishment of a videotape distribution system for the dissemination of tapes to colleges, universities, art schools and the likes. To assist us in this task, we have arranged for David Ross, Curator of Video Arts of the Everson Museum of Syracuse to act as our consultant.

We plan to implement the project as follows:

1) Establish a viewing and evaluation committee to select the tapes which we will handle, using as their criteria

- a) artistic merit
- b) technical proficiency
- c) interest
- d) appropriateness to the intended use.

The members of the committee will all be competent in the field of video and knowledgeable in art. The committee presently consists of Woody Vasulka, Ira Schneider, Beryl Korot, Juan Downey, Frank Gillette, Shridhar Bapat and myself. The work will be assigned by category to the several members, and all recommendations will be subject to approval by the committee as a whole.

2) We plan to establish a loose-leaf catalogue, with a section for each producer, giving his biographical data, listing his accomplishments and establishing his competence, followed by a listing of his tapes with a short description of each. The catalogue will contain listing of tapes by certain categories, such as those intended for art schools, for architectural schools and departments, theatre departments and drama schools, for viewing in student unions, for archival and documentary purposes, etc.

3) Compilation of a mailing list of appropriate institutions which are equipped to show half-inch videotapes.

New York State Council on the Arts

-2-

September 25, 1973

PROPOSAL FOR A TAPE DISTRIBUTION PROJECT (cont.)

4) Visits to important universities and art schools to interest them in participating in the program.

5) Making available to institutions who do not have viewing capabilities technical help in designing, selecting and installing video-tape presentation facilities.

6) To the one-inch and half-inch editing decks presently assigned to "Perception," we would add a time base corrector, a wave form monitor, a cassette recorder and other equipment to permit the artist to edit his tapes and produce stable copies. However, this additional equipment could come later, after the operation starts to generate income, hopefully enough to meet operating expenses. We expect that a substantial part of the operating expenses will be covered by sales and rental income during the second year of operation.

Yours truly,

Howard Wise, President

HW/as

To: Friends and Associates

Regarding: The Artists' Videotape Resource

I am pleased to advise that John Graham Trayna has been appointed Director of the Artists' Videotape Resource, in which capacity he will direct the Videotape Distribution Service and supervise the Editing/Post Production Facility.

John's credentials include a B.S. at the Newhouse School for Public Communications at Syracuse University in 1973, where he also taught two courses in media production. From August 1973 until May of this year he has been Operations Director of the Synapse Cable Communications System in Syracuse.

John will take up full-time duties as of September 9, and in the meantime is working part time in getting our videotape library in shape for distribution and viewing.

Maxi Cohen was unable to devote the time made necessary by the complexities of the position, but will remain available to us as Consultant.

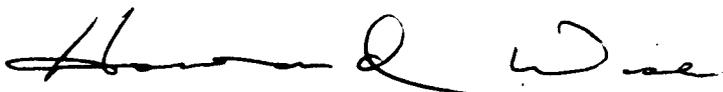
I am also pleased to advise that Flora Meyer is our new Administrative Assistant. She is a recent graduate of Temple University and I am sure that you will find her, as I do, pleasant, willing and efficient.

Pat Hillman and Don Cantin of Video Dimensions, our marketing associates, are busily at work compiling our catalogue, which we expect to have out early this Fall.

Both Flora and John will be in and out of the office during the summer. If you want to get in touch with any of us, leave your message with the answering device, and it will be attended to promptly.

Have a good summer, we'll be off to a good start this Fall.

Yours,



Howard Wise
President

October 1, 1976

Woody & Sterna Vasulka
257 Franklin St.
Buffalo, N.Y. 14202

ROYALTY STATEMENT period ending 9/30/76

For the rental of the following tapes:

July 2, 1976	Program III	\$ 87.50
25	Program II	40.00
Sept. 27, 1976	Program III	<u>87.50</u>
		\$215.00

May 17, 1976

From Electronic Arts Intermix:

Check #1827. \$44.10. 4/16/75. Advance against royalties.

University of Massachusetts.

GOLDEN VOYAGE. Rental for the life of the tape.

\$175. Total rental fee.

Less \$35, the cost of duplication.

\$140. Royalty base.

50% royalty rate on this tape.

Thus, \$70 paid to you for royalty on this tape.

84.50
3775

got extra 14.50 for material

16 July, 1976

Woody and Steina Vasulka
257 Franklin Street
Buffalo, New York 14202

ROYALTY STATEMENT (4/1/76 - 6/30/76) _____

For rentals of the following tapes:

4/21	"Golden Voyage"	UNIVERSITY OF CINCINNATI	\$ 18.75
4/29	" "	BUCKS COUNTY COMM. COLLEGE	18.75
5/25	"Program I"	MUSEUM OF FINE ARTS, BOSTON	50.00
6/13	"Program III"	CITY OF SAN FRANCISCO	<u>87.50</u>
		Total	\$175.00

Check enclosed.

10 May, 1976

Woody and Steina Vasulka
257 Franklin Street
Buffalo, New York 14202

ROYALTY STATEMENT (12/1/75-3/31/76)

From rental of the following tapes:

"Golden Voyage"	2/20/76	Walnut Street Theater	\$ 18.75
	2/16/76	University of Massachusetts	70.00
"Program II"	12/1/75	University of Bridgeport	18.75
"Program III"	11/24/75	Wisconsin Video Theater	37.50
"Video: The New Wave" (your share)			<u>45.91</u>
	Total		\$190.91
		Credited against advance of	44.10
		Total amount due artists	\$146.81

Check enclosed

May 27, 1976

Woody and Steina Vasulka
257 Franklin Street
Buffalo, N.Y. 14202

STATEMENT

cost of one ½-hour cassette _____ 17.65

half the cost of duplication of "Golden Voyage" (rented "for
life of the tape" to University of Massachusetts, 2/16/76) _____ 17.50

Total \$35.15

Check enclosed.

2/28/77

Steina Vasulka

Dear Steina;

Sorry to be so long in getting back to you about the "Let It Be" segment of The Medium is the Medium.

About all I could dig up is our contract (copy enclosed) which is undated, and the agreement with WCBN, which states EAI must get the rights for this program, and I guess I thought we did this in getting the contract, that is, the one with you and Woody.

I am going to try to arrange for a lawyer skilled in this area to review this with me, though I don't look forward to much help. All those who I have spoken to think that the risk we run is minimal as long as we limit our distribution to educational institutions.

About the "vita", we did get the technical data sheets and descriptions but I don't seem to be able to locate the vita. I'm enclosing the bio. we have been using, and would appreciate it if you could bring this up to date.

If you did send us the vita recently, then it should be turning up sooner or later, probably having been misfiled.

Are you going to the conference next week at IA ?

Best

A handwritten signature in dark ink, appearing to be 'H. Vasulka', written in a cursive style.

July 29, 1976

Steina Vasulka
257 Franklin Street
Buffalo, New York 14202

Dear Steina:

In reference to your letter of July 24, the sum of \$50 from the Museum of Fine Arts, Boston is half of the \$100 fee for a three-week rental period which Howard negotiated with the museum. (The one month rental fee would have been \$125 per ½-hour tape.)

Secondly, enclosed are Xerox copies of our check #2008 which was intended as reimbursement for the two ½-hour cassettes (at @ \$17.65) and one 1-hour cassette (at @ \$24.50) for a total of \$59.80.

Please let me know if there is any further confusion regarding your statement.



Ashton Applewhite

Encl.

March 17, 1977

To: EAI Artist-Producer
From: Howard Wise

This is a report to bring you up-to-date on developments at EAI.

When we started the Distribution Service almost three years ago as an experiment to determine whether it was possible to develop a viable distribution system for videotape programs made by independent artist-producers, we expected that each year we would see the rentals doubled. This has not happened during the past year, so we took a deep breath and decided to try to find out why.

Our first move was to consult with the Volunteer Group for the Arts, who put us in touch with David Ogle, of Blessings Corporation and Daniel Jacobson of Educational Audio-Visual Inc.

We decided to try to determine how those who ordered from us had heard of us in the first place. Much to our surprise, the two main sources were "word of mouth" and through notices in magazines and publications, many of which we had never heard of. Obviously, our priority should be to try to gain as much publicity as we can.

To accomplish this, and to widen the scope and effectiveness of the Distribution Service, we have retained the services of Sherman Price, an experienced public relations man with a film and video background. We have started on a campaign of press releases to various publications, both general and specialized, such as dance, music, public and university libraries, etc.

Like everyone else in the field, we have been fascinated by the tremendous potentials of cable television, though to my knowledge no one yet has figured out how to make it worthwhile for cable systems to rent programs for meaningful fees. We are working on a plan that hopefully will gain us access to cable systems with benefits to all concerned. If you have any good ideas on the subject, do let us have them.

Ann Rychtarik, who started with us last Fall fresh out of a Swiss business school as order clerk, is now Manager of the Distribution Service. John Trayna is now Technical Consultant on a part-time basis, it being his desire to be free to take on production and other outside work. In anticipation of this last Fall, on John's recommendation, we employed Dorene Hyman as his assistant. Dorene has now become Manager of the Editing/Post Production Facility. She came to us from Adwar Video, where she was doing editing, duplicating and equipment rental.

Under John's leadership the E/PPF has made a remarkable record. In calendar year 1976 we served 67 individual and groups of artist-producers a total of 304 days, each averaging 14+ hours, or a total of about 4300 hours per year. During this time the Editing System was working at virtual capacity, as indeed it still is.

The record of the Distribution Service, despite the fact that it did not do as well as we had hoped, was still impressive:

Tape rentals (3/1/76--3/1/77)	401
Breakdown by institutions:	
Colleges & Universities	67
Museums	36
Libraries	8
Other	<u>40</u>
Total Number of Institutions:	151

We are now represented in Europe by Don Foresta, until recently Director of the American Cultural Center in Paris, and Japan by Fujiko Nakaya, a most capable and charming lady who played an important role in making the American Pavillion at Expo '70 possible.

Would you like to do us and the other artists whose tapes we distribute (as well as yourself) a favor? Send us for our mailing list the names, titles and addresses of persons you know in universities, art schools, libraries who you know are interested and in a position to order videotape programs. Because the actual orders are placed by persons in the purchasing or other service departments, we find it extremely difficult to know who to place on our mailing list, and your co-operating with us as we suggest will greatly enhance the effectiveness of our mailing list.

A handwritten signature in black ink, appearing to read "H. J. ...". The signature is written in a cursive style with a long horizontal stroke at the beginning.