



First Avenue & 7th Street
Entry: Band Files and
Related Records

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CONTRACT
NO. 679



AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")

CONTRACTS & DEPOSITS
MUST BE RECEIVED NO
LATER THAN 6/10 OR
ARTIST HAS RIGHT TO
VOID CONTRACT.

CONTRACT

(Form C-1)

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed.

THIS CONTRACT for the personal services of musicians on the engagement described below is made this 26TH day of MAY, 1983 between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

- Name and Address of Place of Engagement: FIRST AVENUE
FIRST AVE. NORTH & 7TH ST. MINNEAPOLIS, MN
Name of Band or Group: BEAT RODEO
Number of Musicians: 4
- Date(s), Starting and Finishing Time of Engagement: 6/14/83 & 6/15/83
ONE 50 MINUTE SET EACH NIGHT (APPROX.)
- Type of Engagement (specify whether dance, stage show, banquet, etc.): CLUB
- Compensation Agreed Upon: \$ 6/14/83: \$350. FLAT GUARANTEED.
6/15/83: \$500. GUARANTEED + 40% OVER \$2,250.
(Amount and Terms)
- Purchaser Will Make Payments As Follows: PAYMENT IN FULL UPON COMPLETION
OF PERFORMANCES.

6. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to the arbitration provisions set forth in 7 below and the Federation may enforce this prohibition in any court of competent jurisdiction.

7. Breach of Contract — Arbitration of Claims:

- It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 6 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.
- This contract, and the terms and conditions contained herein, may be enforced by the Purchaser and by each musician who is a party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for (herein called "participating musician(s)"), and by the agent or agent(s) of each participating musician, including the Local Union.
- All claims and disputes which may arise between the Purchaser and the participating musician(s) regarding the application or interpretation of any of the terms or conditions of this contract, including any disputes between the parties as to their respective obligations and responsibilities hereunder, shall be referred exclusively to binding arbitration. If a claim or dispute involves participating musician(s) who are all members of the Local Union, then such claim or dispute shall be referred to the Executive Board of the Local Union. All other claims or disputes arising under this contract between the Purchaser and participating musician(s) shall be referred to the International Executive Board (herein called "IEB") of the Federation for arbitration and determination in New York, New York. The IEB shall decide any question of whether it or the Local Union Executive Board has jurisdiction over a particular claim or dispute.
- This contract, and all arbitration proceedings conducted hereunder, shall be governed by and enforced under the laws of the State of New York notwithstanding the forum or jurisdiction in which an action concerning this contract may be brought. All arbitration proceedings conducted hereunder by the IEB shall be conducted according to the Rules of Practice and Procedure of the IEB which may from time to time be in effect. All arbitration proceedings conducted by the Local Union shall be conducted according to Rules adopted by the Local Union. A copy of the IEB Rules of Practice and Procedure may be obtained from the Secretary-Treasurer of the Federation in New York City, New York. A copy of the Rules of the Local Union may be obtained from the Secretary of the Local Union. All rulings and awards made by the IEB in arbitration hereunder shall be final and binding upon the Purchaser and participating musician(s).
- Except awards of the IEB made on appeal as provided in (f) below, a Purchaser or participating musician, or the agent of any participating musician, may bring an action to confirm or to reduce to judgment an arbitration award of the IEB only in the courts of the State of New York; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of the appropriate courts of the State of New York for that purpose. Should a court of competent jurisdiction in New York confirm or enter judgment upon an award of the IEB, the Purchaser and participating musician(s) expressly agree that the prevailing party in the arbitration award shall be additionally entitled to judgment for reasonable attorneys' fees incurred in enforcing the award in the amount of ten percent (10%) of the award plus court costs therefor. A judgment confirming an IEB arbitration award, for attorneys' fees, and for costs may be enforced in the courts of any jurisdiction in which a party to this contract either resides or maintains an office or place of business.
- All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the IEB by any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure of the IEB. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s). Any party to an arbitration proceeding before the Local Union or to an arbitration appeal to the IEB may bring an action to confirm or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose. Should a court of competent jurisdiction of the jurisdiction in which the office of the Local Union is located confirm or enter judgment upon an award of the Local Union, or of the IEB made on appeal, the Purchaser and participating musician(s) expressly agree that the prevailing party in the arbitration award shall be additionally entitled to judgment for reasonable attorneys' fees incurred in enforcing the award in the amount of ten percent (10%) of the award plus court costs therefor.
- Notices, materials, papers or process which may be required to notify a Purchaser or participating musician(s) of the pendency of a claim or dispute or to initiate a court action to confirm, enter judgment upon, or enforce an arbitration award rendered by the IEB or the Local Union Executive Board, shall be served on the Purchaser and/or participating musician(s) by certified mail, return receipt requested, without necessity of personal service or other form of notice. All other notices, materials, papers or process which may be required to conduct arbitration proceedings under this contract may be served by regular first class mail.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

STEVE McCLELLAN/FIRST AVENUE

(If Purchaser is Corporation, Full and Correct Corporate Name)

X [Signature]

FIRST AVENUE NORTH & 7TH ST., MINN., MN

Street Address

(612) 3388388

Telephone

Booking Agent

STEVE ALMAAS/BEAT RODEO

Print Name of Signatory Musician

Home Local Union No.

c/o 611 BROADWAY #214, NY, NY 10012

Musician's Home Address

City

State

Zip Code

Telephone

Agreement No.

Address

Contract Rider for STEVE ALMAAS' BEAT RODEO

This rider is attached to and made part of the contract dated _____
between BEAT RODEO (hereinafter referred to as Artist) and _____
(hereinafter referred to as Employer).

1. Artist shall receive 100% star billing in any and all publicity released and paid advertisements, including, but not limited to, program, fliers, signs, and marquees.
2. the correct billing for Artist, applicable in all promotional materials, is as follows: STEVE ALMAAS' BEAT RODEO
3. In the event that compensation payable to Artist hereunder is measured in whole or part by a percentage of receipts, Artist shall have the right to set a limit to the number of persons admitted free. If the employer is unable to accurately determine the number of persons admitted free, the Employer agrees to accept as binding a reasonable estimate made by the Artist's representative. Further, Employer agrees that at no time will the number of free admissions; i.e., house guests, employee guests, press and guests of the band be in excess of 225 people.
4. Employer agrees to provide, at his sole cost and expense, a professional concert quality sound system with minimum requirements, as follows:
 - a. 16 professional quality microphones, 11 boom microphone stands, 3 straight microphone stands with round bottoms, and 2 active direct input boxes, Countryman or Urei or equivalent.
 - b. First class monitor speaker system with minimum of 2 sends, onstage mix when possible. Monitor system to include 4 wedges and drum monitor.
 - c. A minimum 16 channel input and 2 channel output mixing console with channel EQ; 1 effects send plus digital delay; i.e., Roleand RE-201, Yamaha Analog Delay, Lexicon PCM, or Primetime, or equivalent.
 - d. A first class P.A. system.
5. ~~Employer agrees to provide, at his sole cost and expense, van transportation for 6 people, equipment and luggage from and to airport/train station and hotels or lodging.~~
6. It is agreed that Employer shall provide a stage lighting system.
7. Artist must have approval of any support acts, which shall be limited to 45 minutes.
 - a. In the event that any support act engaged by Employer uses keyboard instruments on stage during their performance, it is agreed that said instrument as well as any other large or obtrusive equipment shall be removed from the stage area completely in preparation for Artist's performance.
8. Employer agrees to provide a comfortable and private dressing room, adequate for use by six persons during the Artist's entire performance. This room should be clean, dry, well-lit, heated or air conditioned, seating for six persons and shall be within easy access to clean lavatories. Employer shall be solely responsible for the security of items in the dressing area and shall keep all unauthorized persons from entering said area.

9. Employer will provide the Artist (including all side people), with a minimum of two gratis drinks per person in the dressing room or per artists request, at the bar or on the stage. Employer further agrees that there will be on hand a minimum of ten clean towels, one gallon of orange or grapefruit juice, two large bottles of perrier or club soda, one case of imported beer, one large pitcher of ice water, lemons or limes, ~~and one fresh vegetable/salad tray, in addition to 5 hot meals.~~ *AM*
10. Artist has 100% control of his performance.
11. There will be absolutely no tape recordings, video recordings, radio broadcasts during the performance, unless prior written permission is granted by artist or his representative. All Cassette recorders or other unauthorized taping equipment will be confiscated by Employer and held until completion of engagement.
12. There will be no flash photography of Artist without prior written permission from Artist or his representative, during musical performance.
13. ALL MONIES DUE AND PAYABLE TO ARTIST SHALL BE PAID BY CASH, CERTIFIED CHEK OR MONEY ORDER, payable to STEVE ALMAAS, IMMEDIATELY FOLLOWING COMPLETION OF PERFORMANCE.
14. Employer must be at the concert hall or club one hour before the doors open and remain until all contract and rider requirements are fulfilled.
15. Time shall be provided for a Soundcheck at the request of the Artist. In case of any conflict of terms, the terms contained in this Rider shall prevail over any other. All terms of this rider are specifically accepted by Employer unless they are waived by the artist. Such waiver shall be effective only if initialed by both Artist AND Employer.

AGREED AND ACCEPTED BY:

EMPLOYER

Stephen T. McCallum

ARTIST

DATE

DATE

FIRST AVENUE

PRE SALE

ARTIST Burton / Almgas

DATE 6/15/83
TICKET PRICE 3⁰⁰/4⁰⁰

TICKET PRICE 3⁰⁰ / 4⁰⁰

SOURCE	TICKET #	SOLD	RETURN	\$
club	1-100	1	99	3 ⁰⁰
Oarfolk	101-200	9	91	27 ⁰⁰
Hot Licks	201-300	0	100	0
March 4 th	301-400	0	100	0
Nov. Lights	401-500	0	100	0
TOTAL	500	10	490	30 ⁰⁰

FIRST AVENUE

ARTIST Burton / Almass

DATE 6/15/83
TICKET PRICE 300/400

TICKET PRICE 300/400

TICKET #	SOLD	RETURN	\$
1-100	1	99	3 ⁰⁰
101-200	9	91	27 ⁰⁰
201-300	0	100	0
301-400	0	100	0
401-500	0	100	0
501-600	0	100	0
601-700	0	100	0
701-800	0	100	0
801-900	0	100	0
901-1000	0	100	0
1001-1100	0	100	0
1101-1200	0	100	0
TOTAL	10	1190	30 ⁰⁰

TOTAL	<u>10</u>	<u>1190</u>	<u>30⁰⁰</u>
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SINGERMANAGEMENT

TEL. (212) 473-1821 611 BROADWAY, SUITE 214, NEW YORK, N.Y. 10012

Enclosed please find three (3) copies of our contract, including riders for the following engagement:

BEAT RODEO at FIRST AVENUE on 6/14/83 & 6/15/83

Please keep one (1) copy of the contract and its rider(s) to insure smooth implementation of our agreement. Return to our office immediately:

Two (2) SIGNED copies of the contract and its rider(s).

The DEPOSIT, which shall be supplied as follows:

No deposit.

SIGNED contracts ~~and DEPOSITS~~ must be received in our office by the following date: 6/10/83 or the ARTIST (NOT the promoter) has the right to void the contracted agreement. Issuance of these documents confirms previously negotiated verbal agreements. If necessary, contested rider points can be re-negotiated.

Thanks and enjoy the show!

Sincerely,

Frank J. Lilly
SINGERMANAGEMENT