



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

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**CONTRACT BLANK**

Local Number \_\_\_\_\_

THIS CONTRACT for the personal services of musicians on the engagement described below, made this 25th day of February 19 81 between the undersigned Purchaser of Music (herein called "Employer") and 3 musicians. (including leader)

The musicians are engaged severally on the terms and conditions on the face hereof. The leader represents that the musicians already designated have agreed to be bound by said terms and conditions. Each musician yet to be chosen, upon acceptance, shall be bound by said terms and conditions. Each musician may enforce this agreement. The musicians severally agree to render services under the undersigned leader.

1. Name and Address of Place of Engagement Sams 29 North 7th St.  
Print Name of Band or Group DNA
2. Date(s), starting and finishing time of engagement 8th March
3. Type of Engagement (specify whether dance, stage show, banquet, etc.) Club
4. WAGE AGREED UPON : \$ 500.00 & 75% of the door over \$1100.00  
(Terms and Amount)

This wage includes expenses agreed to be reimbursed by the employer in accordance with the attached schedule, or a schedule to be furnished the Employer on or before the date of engagement.

5. Employer will make payments as follows: Cash immediately after performance  
(Specify when payments are to be made)

Upon request by the Federation or the local in whose jurisdiction the musicians shall perform hereunder, Employer either shall make advance payment hereunder or shall post an appropriate bond.

If the engagement is subject to contribution to the A.F.M. & E.P.W. Pension Welfare Fund, the leader will collect same from the Employer and pay it to the Fund; and the Employer and leader agree to be bound by the Trust Indenture dated October 2, 1959, as amended, relating to services rendered hereunder in the U. S. and by the Agreement and Declaration of Trust dated April 9, 1962, as amended, relating to services rendered hereunder in Canada.

6. The Employer shall at all times have complete supervision, direction and control over the services of musicians on this engagement and expressly reserves the right to control the manner, means and details of the performance of services by the musicians including the leader as well as the ends to be accomplished. If any musicians have not been chosen upon the signing of this contract, the leader shall, as agent for the Employer and under his instructions, hire such persons and any replacements as are required.

7. The Employer hereby acknowledges his liability to provide workmen's compensation insurance and to pay social security and unemployment insurance taxes if same are applicable to the services to be rendered hereunder.

8. In accordance with the Constitution, By-laws, Rules and Regulations of the Federation, the parties will submit every claim, dispute, controversy or difference involving the musical services arising out of or connected with this contract and the engagement covered thereby for determination by the International Executive Board of the Federation or a similar board of an appropriate local thereof and such determination shall be conclusive, final and binding upon the parties.

**Additional Terms and Conditions**

The leader shall, as agent of the Employer, enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. On behalf of the Employer the leader will distribute the amount received from the Employer to the musicians, including himself as indicated on the opposite side of this contract, or in place thereof on separate memorandum supplied to the Employer at or before the commencement of the employment hereunder and take and turn over to the Employer receipts therefor from each musician, including himself. The amount paid to the leader includes the cost of transportation, which will be reported by the leader to the Employer.

All employees covered by this agreement must be members in good standing of the Federation. However, if the employment provided for hereunder is subject to the Labor-Management Relations Act, 1947, all employees who are members of the Federation when their employment commences hereunder shall be continued in such employment only so long as they continue such membership in good standing. All other employees covered by this agreement, on or before the thirtieth day following the commencement of their employment, or the effective date of this agreement, whichever is later, shall become and continue to be members in good standing of the Federation. The provisions of this paragraph shall not become effective unless and until permitted by applicable law.

To the extent permitted by applicable law, nothing in this contract shall ever be construed so as to interfere with any duty owing by any musician performing hereunder to the Federation pursuant to its Constitution, By-laws, Rules, Regulations and Orders.

Sams

Print Employer's Name

**X**

Signature of Employer

29 North 7th St.

Print Street Address

Minneapolis, Mn.

City

State

55403

Zip Code

Telephone

Print Leader's Name

**X**

Signature of Leader

c/o Bob Singerman, 611B'way, Suite 214

Leader's Home Address

N.Y.

City

N.Y.

State

10012

Zip Code

Booking Agent

Agreement No.

## RIDER

This rider is attached to and made part of the contract dated 2-25-81 between  
DNA (hereinafter referred to as Artist) and \_\_\_\_\_  
Sams (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:  
DNA
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 free admissions authorized by Employer. 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 40 people. Band is allowed 20 guests minimum.
4. Employer agrees to provide, at his sole cost and expense, a professional concert-quality sound system with minimum requirements, as follows:
  - a) 10 professional quality microphones with full stands and 1 input boxes.
  - b) First class monitor speaker systems.
  - c) A minimum 16 channel input and 2 channel output mixing console with individual EQ.
  - d) A first class P.A. system.
  - e) Employer agrees to attached equipment rider (if any).
5. Employer agrees to provide, at his sole cost and expense, van transportation for 3 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 50 minutes.
8. Employer agrees to provide a comfortable and private dressing room, adequate for use by 4 persons during the Artist's entire performance. This room should be clean, dry, well-lit, heated or air-conditioned, shall have mirrors and contain at least eight (8) chairs or comfortable seating for eight (8) persons and shall be within easy access to clean laboratories. 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 (2) gratis drinks per person in the dressing room or per Artist's request, at the bar or on stage. Employer further agrees that there will be on hand a minimum of TEN (10) clean towels, ONE (1) gallon of fruit juice, TWO (2) six-packs of Perrier or mineral water. and TWO (2) large bottles of ginger ale.
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 the musical performance.
13. ALL MONIES DUE AND PAYABLE TO ARTIST SHALL BE PAID BY CASH,  
payable to: Tim Wright AFTER THE PERFORMANCE
14. Employer must be at the concert hall or club ONE (1) 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.
16. 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

DATE \_\_\_\_\_

ARTIST

DATE \_\_\_\_\_

EQUIPMENT RIDER TO CONTRACT FOR DNA

Employer must provide the following equipment or equivalent.  
If equipment is to substituted, artist must be notified of  
substituted equipment and has the right of approval.

1 Guitar Amp

Fender guitar amp

1 Bass Amp

100 Watt Head. A Cabinet with two 15" speakers.

Drum Set

14" hihat, 14" x 6½" snare, 2 (mounted on bass) rack toms,  
1 Floor tom

AGREED TO, ACCEPTED BY:

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Artist

\_\_\_\_\_  
Date



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Local Number \_\_\_\_\_

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The musicians are engaged severally on the terms and conditions on the face hereof. The leader represents that the musicians already designated have agreed to be bound by said terms and conditions. Each musician yet to be chosen, upon acceptance, shall be bound by said terms and conditions. Each musician may enforce this agreement. The musicians severally agree to render services under the undersigned leader.

1. Name and Address of Place of Engagement Sams 29 North 7th St.  
Print Name of Band or Group DNA
2. Date(s), starting and finishing time of engagement 8th March
3. Type of Engagement (specify whether dance, stage show, banquet, etc.) Club
4. WAGE AGREED UPON : \$ 500.00 & 75% of the door over \$1100.00  
(Terms and Amount)

This wage includes expenses agreed to be reimbursed by the employer in accordance with the attached schedule, or a schedule to be furnished the Employer on or before the date of engagement.

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(Specify when payments are to be made)

Upon request by the Federation or the local in whose jurisdiction the musicians shall perform hereunder, Employer either shall make advance payment hereunder or shall post an appropriate bond.

If the engagement is subject to contribution to the A.F.M. & E.P.W. Pension Welfare Fund, the leader will collect same from the Employer and pay it to the Fund; and the Employer and leader agree to be bound by the Trust Indenture dated October 2, 1959, as amended, relating to services rendered hereunder in the U. S. and by the Agreement and Declaration of Trust dated April 9, 1962, as amended, relating to services rendered hereunder in Canada.

6. The Employer shall at all times have complete supervision, direction and control over the services of musicians on this engagement and expressly reserves the right to control the manner, means and details of the performance of services by the musicians including the leader as well as the ends to be accomplished. If any musicians have not been chosen upon the signing of this contract, the leader shall, as agent for the Employer and under his instructions, hire such persons and any replacements as are required.

7. The Employer hereby acknowledges his liability to provide workmen's compensation insurance and to pay social security and unemployment insurance taxes if same are applicable to the services to be rendered hereunder.

8. In accordance with the Constitution, By-laws, Rules and Regulations of the Federation, the parties will submit every claim, dispute, controversy or difference involving the musical services arising out of or connected with this contract and the engagement covered thereby for determination by the International Executive Board of the Federation or a similar board of an appropriate local thereof and such determination shall be conclusive, final and binding upon the parties.

**Additional Terms and Conditions**

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All employees covered by this agreement must be members in good standing of the Federation. However, if the employment provided for hereunder is subject to the Labor-Management Relations Act, 1947, all employees who are members of the Federation when their employment commences hereunder shall be continued in such employment only so long as they continue such membership in good standing. All other employees covered by this agreement, on or before the thirtieth day following the commencement of their employment, or the effective date of this agreement, whichever is later, shall become and continue to be members in good standing of the Federation. The provisions of this paragraph shall not become effective unless and until permitted by applicable law.

To the extent permitted by applicable law, nothing in this contract shall ever be construed so as to interfere with any duty owing by any musician performing hereunder to the Federation pursuant to its Constitution, By-laws, Rules, Regulations and Orders.

Sams

Print Employer's Name

**X**

Signature of Employer

29 North 7th St.

Print Street Address

Minneapolis, Mn.

City

State

55403

Zip Code

Telephone

Print Leader's Name

Local No.

**X**

Signature of Leader

c/o Bob Singerman, 611B'way, Suite 214

Leader's Home Address

N.Y.

City

N.Y.

State

10012

Zip Code

Booking Agent

Agreement No.

## RIDER

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DNA
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4. Employer agrees to provide, at his sole cost and expense, a professional concert-quality sound system with minimum requirements, as follows:
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AGREED AND ACCEPTED BY:

EMPLOYER

DATE \_\_\_\_\_

ARTIST

DATE \_\_\_\_\_

EQUIPMENT RIDER TO CONTRACT FOR DNA

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substituted equipment and has the right of approval.

1 Guitar Amp

Fender guitar amp

1 Bass Amp

100 Watt Head. A Cabinet with two 15" speakers.

Drum Set

14" hihat, 14" x 6½" snare, 2 (mounted on bass) rack toms,  
1 Floor tom

AGREED TO, ACCEPTED BY:

\_\_\_\_\_ Employer

\_\_\_\_\_ Date

\_\_\_\_\_ Artist

\_\_\_\_\_ Date

\$400 198 paid  
17 guests

DNA



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Sams

Print Employer's Name

X

Signature of Employer

29 North 7th St.

Print Street Address

Minneapolis, Mn.

City

State

55403

Zip Code

Telephone

Print Leader's Name

X

Signature of Leader

c/o Bob Singerman, 611B'way, Suite 214

Leader's Home Address

N.Y.

City

N.Y.

State

10012

Zip Code

Booking Agent

Agreement No.

# RIDER

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DNA
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  - a) 10 professional quality microphones with full stands and 1 input boxes.
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  - c) A minimum 16 channel input and 2 channel output mixing console with individual EQ.
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  - e) Employer agrees to attached equipment rider (if any).
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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 50 minutes.
8. Employer agrees to provide a comfortable and private dressing room, adequate for use by 4 persons during the Artist's entire performance. This room should be clean, dry, well-lit, heated or air-conditioned, shall have mirrors and contain at least eight (8) chairs or comfortable seating for eight (8) persons and shall be within easy access to clean laboratories. 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 (2) gratis drinks per person in the dressing room or per Artist's request, at the bar or on stage. Employer further agrees that there will be on hand a minimum of TEN (10) clean towels, ONE (1) gallon of fruit juice, TWO (2) six-packs of Perrier or mineral water. ~ and TWO (2) large bottles of ginger ale.
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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 the musical performance.
13. ALL MONIES DUE AND PAYABLE TO ARTIST SHALL BE PAID BY CASH, payable to: Tim Wright AFTER THE PERFORMANCE
14. Employer must be at the concert hall or club ONE (1) 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.
16. 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:

Sams  
 EMPLOYER

DATE

                      
 ARTIST

DATE

EQUIPMENT RIDER TO CONTRACT FOR DNA

Employer must provide the following equipment or equivalent.  
If equipment is to be substituted, artist must be notified of  
substituted equipment and has the right of approval.

1 Guitar Amp

Fender guitar amp

1 Bass Amp

100 Watt Head. A Cabinet with two 15" speakers.

Drum Set

14" hihat, 14" x 6½" snare, 2 (mounted on bass) rack toms,  
1 Floor tom

AGREED TO, ACCEPTED BY:

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Artist

\_\_\_\_\_  
Date



## SOUTHERN THUNDER CONTRACTUAL AGREEMENT

DATE: 3/8/81

THIS AGREEMENT, made and entered into this 8 day of mar, 1981, by and between Southern Thunder Sound Company (hereinafter referred to as STS) and Sam's, hereinafter referred to as "The Employer". WHEREAS, The Employer wishes to retain the services of STS to supply production equipment and STS is willing to supply such services on 3/8, 1981, at Sam's (DNA, etc.).  
STAGE CALL \_\_\_\_\_ SOUND CHECK \_\_\_\_\_ SHOW HOURS \_\_\_\_\_

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do hereby agree with each other as follows:

1. STS agrees to honor the terms of the sound rider as required by the performing artists, subject to such adjustments as are agreeable between the artist and STS, a copy of said sound rider being attached hereto and made a part of this agreement; STS agrees to set up and operate its equipment for the duration of the performance.
2. The Employer agrees to pay STS the sum of \$ 150.00. The payment shall be made under the following terms: payment to be made immediately following the performance.
3. The Employer agrees that should the performance be cancelled for any reason whatsoever within twenty-four hours of the designated stage call, then The Employer shall pay STS 50% of the heretofore agreed upon sum. Should the performance be cancelled after STS has arrived at the site of the performance and is either preparing to set-up or has set-up its sound equipment, then The Employer will pay STS 100% of the heretofore agreed upon sum.
4. The Employer agrees to provide all of Southern Thunder's Technical Requirements, a copy of said requirements being attached hereto.
5. The Employer agrees to indemnify STS for any loss or damage to its equipment once the equipment has arrived at the site of the performance. The Employer also releases STS from any liability for any injury to any individual or property incurred at the site of the performance.
6. STS shall not be liable for failure on its part to perform hereunder if such failure results from conditions of force majeure including strikes, labor disputes, fire, acts of God, acts of restraints of the public authority or any other restraints of similar import beyond reasonable control of the parties affected thereto to overcome by due diligence; however, STS shall use due diligence in attempting to overcome such restraints.

THIS AGREEMENT shall not become effective until signed by both parties, at which time it shall become binding and inure to the benefit of the parties hereto.

PLEASE SIGN AND RETURN ONE COPY. ACCEPTED BY:

STS Authorized Signature:

Gene T. Webb  
office mgr.

The Employer:

Stephen F. McCall

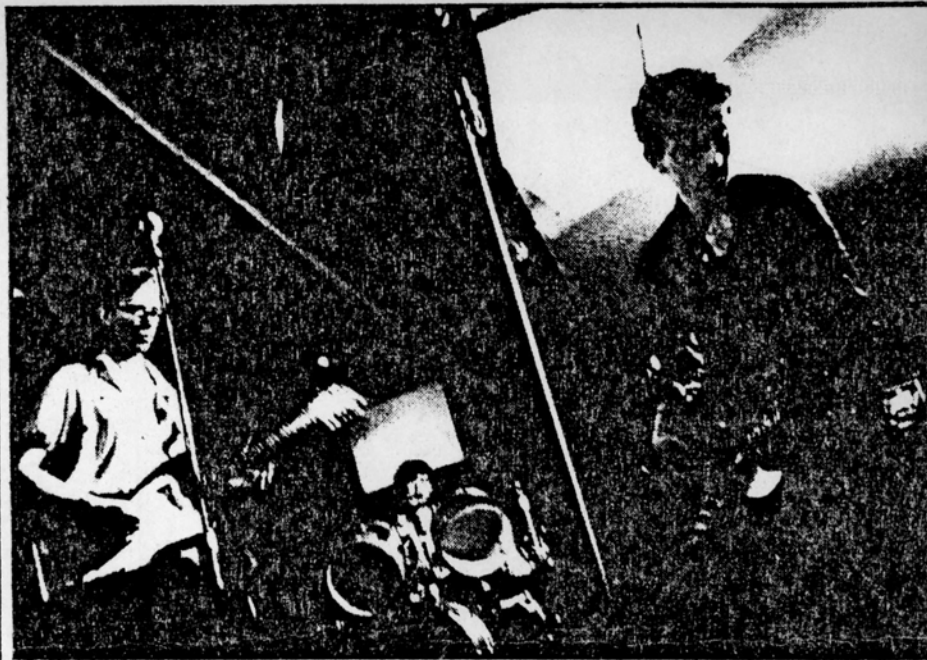


# D.N.A.

by Roy Trakin

The most exciting aspect of the *No New York* album was the clean break it made, once and for all, with '60s rock. While the first wave of new music that came from New York — Patti Smith, Television, Blondie, Ramones, Mink De Ville — tried to update history, the *No New York* bands usurped the past and spit it back out in a new configuration. Of these four original groups — the Contortions, Teenage Jesus, Mars and D.N.A. — only the latter has not wavered from its original purpose.

Almost two years after the release of *No New York*, D.N.A. stands alone; this wacky, wonderful power trio has neither succumbed to the temptations of the star syndrome nor the isolated comforts of the underground. Mars may be more stubbornly opaque and experimental, but only D.N.A. actually plays in front of the public week in and week out, slowly, inevitably converting non-believers to its unique brand of intensity.



Diane Marino

ly necessary to keep that excitement level at its peak. When the songs reach their final structure, it's a challenge to reproduce them with the right intensity."

"People think it's all improvised. They're amazed when we all stop at the same time."

NEW YORK  
**ROCKER**



## **Partially Scanned Material**

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