



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

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Marvne Modland Bant
 555 Madison Ave
 NY, NY 10022
 att Mary Ann Pino
 212-948-6891

AMERICAN FEDERATION OF MUSICIANS
 OF THE UNITED STATES AND CANADA
 (HEREIN CALLED "FEDERATION")

PREMIER TALENT AGENCY THREE EAST 54TH ST. NEW YORK, NY 10022

Acc # 012752827
 RE R. Gordon (Form C-1) 100000



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 13TH day of APRIL, 19 81, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. Name and Address of Place of Engagement: SAM'S/MINNEAPOLIS, MN
 ***ARTIST IS TO RECEIVE 100% HEADLINE BILLING AND TO CLOSE THE SHOW.

Name of Band or Group: ROBERT GORDON
 Number of Musicians: THREE (3)

2. Date(s), Starting and Finishing Time of Engagement: MAY 18, 1981
 ONE (1) SHOW, LENGTH TO BE ADVISED. REPORT AND SHOWTIME TO BE ADVISED.
 ***ARTIST IS TO USE HOUSE SOUND AND LIGHTS.

3. Type of Engagement (specify whether dance, stage show, banquet, etc.): SHOW
 GROSS POT: \$7500 CAP: 1500 TIX: \$5 ALL TIX

4. Compensation Agreed Upon: \$ TWO THOUSAND DOLLARS FLAT GUARANTEE PLUS SEVENTY FIVE PERCENT OF THE GROSS BOX OFFICE RECEIPTS AFTER FOUR THOUSAND (Amount and Terms) EIGHT HUNDRED AND FIFTY DOLLARS (\$2000/75%/54850)

5. Purchaser Will Make Payments As Follows: BY DEPOSIT OF \$1000 DUE IMMEDIATELY BY CERT. CHECK OR MONEY ORDER PAYABLE TO PREMIER. BALANCE OF \$1000 (Specify when payments are to be made) PLUS OVERTAGE IF ANY DUE PRIOR TO SHOW, NIGHT OF ENGAGEMENT, IN CASH ONLY, TO ARTIST.

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:

(a) 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.

(b) 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.

(c) 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.

(d) 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).

(e) 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.

(f) 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.

(g) 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
 SIGN HERE Print Purchaser's Full and Correct Name
 (If Purchaser is Corporation, Full and Correct Corporate Name)
 Signature of Purchaser (or Agent thereof)
29 NORTH 7TH STREET
 Street Address
MINNEAPOLIS MN 55403
 City State Zip Code
612/338-8388
 Telephone
 JQ/mm
 Booking Agent

TONY GARNIER 802
 Print Name of Signatory Musician Home Local Union No.
 Signature of Signatory Musician
X OVERLAND PRODUCTIONS
STU WEINTRAUB/1775 BROADWAY/7TH FLOOR
 Musician's Home Address
NEW YORK N.Y. 10019
 City State Zip Code
212/489-4820
 Telephone

ARTIST HAS FINAL APPROVAL OF ALL SUPPORTING ACTS

It is agreed and understood that artist's representative shall have access to box office prior, during, and following show and that promoter shall furnish artist upon completion of engagement with ticket manifest.

ORDER(S) ATTACHED HERETO IS (ARE) HEREBY MADE PART OF THIS CONTRACT

COMPENSATION PROVIDED FOR IS TO BE PAID IN FULL, WITHOUT ANY DEDUCTIONS WHATSOEVER.

EXPENSES

ADDITIONAL RIDER TO CONTRACT DATED 4/13/81 BY AND BETWEEN

STEVE McCLELLAN (EMPLOYER) AND _____

ROBERT GORDON (ARTIST) FOR THEIR APPEARANCE ON

MAY 18, 1981 (DATE) AT SAM'S/MINNEAPOLIS, MN (PLACE).

EMPLOYER UNDERSTANDS AND AGREES THAT \$ _____ AS SET FORTH IN THE COVER PAGE, IS THE "BREAK FIGURE" IN THIS CONTRACT. EMPLOYER HAS REPRESENTED THAT IT IS INCURRING THE FOLLOWING EXPENSES:

ADVERTISING	<u>1200</u>	OTHER EXPENSES - SPECIFY	
B.M.I. & ASCAP	_____	MONITOR	<u>350</u>
BOX OFFICE	_____	STAGE CREW	<u>150</u>
CLEAN UP	_____	STAGE MANAGER	<u>75</u>
DOORMEN	_____		_____
ELECTRICIAN	_____		_____
FIREMEN	_____		_____
FORKLIFT	_____		_____
INSURANCE	_____		_____
LICENSE	_____		_____
LIMOUSINE(S)	_____		_____
MEDICAL	_____		_____
MISCELLANEOUS	_____		_____
PIANO & ORGAN	_____		_____
POLICE	_____		_____
REFRESHMENTS	<u>125</u>		_____
SECURITY	_____		_____
SOUND & LIGHTS/RIGGER	<u>700</u>	SUB TOTAL	<u>2725</u>
SPOT RENTAL	_____		_____
SPOT OPERATOR	_____	RENT	_____
STAGE COSTS	_____	TICKET COMMISSION (%)	_____
STAGEHANDS	_____		_____
TICKET COMMISSION (FLAT)	_____	ARTIST GUARANTEE	<u>2000</u>
TICKET PRINTING	<u>125</u>	SUPPORT TALENT	<u>200</u>
TICKET SELLERS	_____		_____
TICKET TAKERS	_____		_____
USHERS	_____	TOTAL EXPENSES	<u>4925</u>

IF EMPLOYER HAS OTHER OR GREATER EXPENSES, THE BREAK FIGURE SHALL NOT BE AFFECTED. IF, HOWEVER, THE BONA FIDE AGGREGATE PAID BILLS RELATING TO ANY OF THE ABOVE LISTED COSTS SHALL TOTAL LESS THAN STATED HEREIN, THE BREAK FIGURE WILL BE REDUCED BY THE DIFFERENCE BETWEEN THE TOTAL LISTED COSTS ABOVE AND THE ACTUAL TOTAL LISTED COSTS AS ESTABLISHED TO THE REASONABLE APPROVAL OF ARTIST'S AUDITORS BASED ON THE BOOKS, RECORDS, AND PAID BILLS MAINTAINED IN CONNECTION WITH THE EVENT. UNDER NO CIRCUMSTANCES WILL THE BREAK FIGURE BE INCREASED.

SIGN HERE →

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED TO:

BY: _____
EMPLOYER

BY: _____
ARTIST

COPIES ATTACHED HERETO IS (ARE) HEREBY MADE PART OF THIS CONTRACT

ADDITIONAL RIDER TO CONTRACT DATED 4-13-81 BY AND BETWEEN
Steve McClellan (PROMOTER) AND ROBERT GORDON (ARTIST).

PROMOTER UNDERSTANDS AND AGREES TO PAY \$350 PER NIGHT FOR ARTISTS MONITORS.

SIGN HERE ACCEPTED AND AGREED TO:



(EMPLOYER)

(ARTIST)

ROBERT GORDON RIDER

4/10/81

RIDER TO CONTRACT DATED

4-13-81

BY AND BETWEEN

ROBERT GORDON F/S/O ROBERT GORDON (ARTIST) AND

Steve

McKellan (EMPLOYER).

GENERAL PROVISIONS

The following provisions shall be deemed incorporated in and part of the agreement to which this Rider is annexed:

1. ROBERT GORDON shall receive 100% sole star headline billing in any and all advertising and publicity, including but not limited to newspapers, radio, television and marquee, and shall close the show at each performance during the engagement hereunder, unless otherwise stated on the face of the contract. This applies only on dates where ROBERT GORDON headlines. When not leadlining ROBERT GORDON shall receive not less than 100% guest star billing on all advertising as described above.
2. When headlining, ARTIST is to have the right of approval for any and all other acts on the show.
3. No announcer, Master of Ceremonies, acts or persons shall appear in conjunction with this performance without the approval of ARTIST. In the event that approval is given, ARTIST then reserves the right to determine the length of such performance stage set-up and set-up time.
4. In the event of breach by EMPLOYER of any of the terms, covenants or conditions of this contract, ARTIST shall not be required to perform hereunder, and EMPLOYER shall pay ARTIST the full amount of the fixed payments required to be made to ARTIST hereunder as liquidated damage for the EMPLOYER's breach.
5. No part, portion or segment of ARTIST's performance may be transmitted or reproduced, either audio or visual, without the express written permission of ARTIST's management. EMPLOYER agrees that he will not authorize any such recording and will deny entrance to any persons carrying tape or video recording devices. Without limiting in any way the generality of the foregoing prohibition, it is understood to include members of the audience, press and the EMPLOYER's staff.
6. No product or publication utilizing the name of ROBERT GORDON and/or likeness of ROBERT GORDON may be produced, sold or distributed by any other person, firm or corporation without the prior written approval of ARTIST's management. The name of the ARTIST may not be used or associated, directly or indirectly, with any product or service without the written approval of ARTIST's management.
7. ARTIST shall have the sole and exclusive right to sell or cause to be sold posters, programs, pictures, t-shirts, souvenirs, etc.
8. ARTIST shall have exclusive control over the production, presentation and performance or the entertainment unit in connection with the engagement hereunder, including but not limited to the details, means, and methods of the performance of said engagement unit.

20. All payments by EMPLOYER to ARTIST required to be made under or pursuant to this agreement shall be made in the form of cash, money order, certified check, cashier's check or, in the case of concerts performed for a University, by a check drawn of a University account. Personal checks will not be accepted as fulfillment of any portion of EMPLOYER's obligation.

21. Percentage payments provided for hereunder shall be accompanied by complete and accurate written statements signed, certified and guaranteed by EMPLOYER.

22. Counterfeit tickets are the sole risk and liability of the EMPLOYER; and no loss or expenses arising from counterfeit tickets shall be charged to ARTIST directly or indirectly. All counterfeit tickets shall be used in computing GBOR and used in computing percentages due ARTIST.

23. It is fully understood and agreed that nothing whatsoever may be deducted from the contract price herein or from any percentages hereunder. All fees quoted are net after taxes.

24. Computation and payment of percentage monies and all monies due hereunder must be completed on the night of each engagement and all payments made at each engagement must be made to tour manager prior to performance.

25. All gross admission receipts shall be computed on the actual full admission price, and in the absence of a prior written agreement by the ARTIST, no ticket shall be offered or sold at a discount or premium. All tickets shall be serially numbered and sold consecutively.

26. The specific capacity, gross potential and ticket price breakdown of the facility where ARTIST is to perform under this agreement must be clearly printed on the face of the A.F.ofM.contract that this agreement is attached to.

27. In the event that the gross box office receipts and/or admission prices exceed those stipulated on the face of contract, EMPLOYER must pay to ARTIST on night of the engagement the total difference between agreed potential gross and the actual gross.

28. In cases where ARTIST is being paid on a percentage basis, EMPLOYER shall have on hand at the place of performance, on the night of performance, for counting and verification by ROBERT GORDON representative, all unsold tickets. ARTIST shall be compensated for the difference between the number of unsold tickets on hand and tickets printed, as shown on the printer's manifest. If the EMPLOYER violates any of the preceding provisions of these paragraphs, EMPLOYER shall be deemed to have sold the tickets for each seat in the house (and standing room) at the highest ticket price for which the house is scaled. There shall be no multiple priced tickets printed. A separate ticket must be printed for each price scale. EMPLOYER agrees to use only a bonded ticket printer. If it is a school, the school's authorized printing department can be used. A representative of ARTIST shall have the right to audit the books of EMPLOYER with respect to ROBERT GORDON concert only, at any time within ninety (90) days after the date of said engagement.

SECURITY

29. Purchaser shall guarantee proper security at all times to insure the safety of the ARTIST's instruments, costumes and personal property. Security measures to commence upon equipment arrival and be in effect until equipment is removed from facility by ARTIST's road crew.

9. Once ROBERT GORDON's equipment has been placed on stage and sound check has been finished, it will remain in place and may not be moved until ARTIST has completed entire performance.

10. Under no circumstances shall any part of ARTIST's equipment be made available to any other act on show.

11. It is understood and agreed that no photographs, except the authorized photographs sent by PREMIER TALENT publicity, are to be used in publicizing this engagement.

12. Parking space for two(2) cars and one (1) 24-foot truck in close proximity to the stage door commencing at noon on the day of engagement and continuing two (2) hours following end of show shall be supplied by EMPLOYER.

13. In the event that ARTIST, or any member of his band, shall become ill or incapacitated, the group shall not be required to perform this engagement, in which case purchaser shall be so notified, and any monies paid to ARTIST shall be returned forthwith; and neither purchaser nor ARTIST nor Premier Talent Agency shall be under any further obligation to each other for any further performance.

14. EMPLOYER shall not commit ARTIST to any personal appearances, radio, television, newspaper or magazine interviews, without the prior consent of ARTIST.

15. It is specifically understood and agreed that a representative of the ARTIST shall have sole and absolute authority in mixing and controlling all sound equipment.

16. In cases where it has been agreed that EMPLOYER shall provide sound or use house equipment, it is specifically understood and agreed that a representative of ARTIST shall have the sole and absolute authority in determining the quality of sound system and of evaluating whether system is adequate for ARTIST's standards. If the system is not deemed adequate by ARTIST's representative, it is agreed and understood that said system shall either be augmented by outside equipment or totally removed and replaced by system of ARTIST's choice.

17. It is specifically agreed and understood that ARTIST is to have a sound check, length of time of which to be solely determined by ARTIST. In such cases where there may be technical problems, it is understood that the facility will remain closed to the public until all problems and quality of sound is to the complete satisfaction of ARTIST. ARTIST shall have the sole authority in determining quality of sound and terminating sound check.

18. EMPLOYER must provide ARTIST with a maximum of twenty five (25) complimentary tickets, the unused portion of which may be placed on sale on the day of the performance with the permission of the ARTIST.

ACCOUNTING PROVISIONS

19. A representative of the ARTIST shall have the right to be present at all box offices and doors on the date of the performance to examine the books and records of receipts and admissions at any time.

ADDITIONAL TERMS AND CONDITIONS

The parties hereto acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

1. PURCHASER agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST, at rehearsals therefor, including a suitable theatre, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in number and quality required by ARTIST and comfortable, lighted dressing rooms; all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including scenery, properties and baggage); all lights, tickets, house programs, all licenses (including musical performing rights licenses); special police, ushers, ticket sellers for advance or single sales (wherever sales take place), ticket takers; appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expense in connection therewith. PURCHASER agrees to pay all amusement taxes. PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services and personnel to be furnished by PURCHASER and by ARTIST. PURCHASER agrees to furnish all necessary material and to promptly comply with ARTIST'S directions to arrange the stage decor and settings for the performances hereunder. In addition to those musicians, if any, to be furnished by either ARTIST or PURCHASER pursuant to any other provision hereof, PURCHASER agrees to furnish at its sole expense such musicians, including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and rehearsals therefor; ARTIST shall have the right to name the local music contractor and to approve the choice of musicians hired locally. The following Special Props and Lighting required by ARTIST shall be furnished by PURCHASER at PURCHASER'S sole expense:

2. ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.

3. PURCHASER shall not have the right to broadcast or televise, photograph or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable to whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof, or otherwise. The person executing this agreement on PURCHASER'S behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.

4. PURCHASER agrees that the ARTIST shall receive top billing in 100% type in all advertising and publicity issued by or under the control of the PURCHASER in regard to the engagement hereunder.

5. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST. Free admissions, if any, (except to local press) shall be subject to ARTIST'S prior written approval. In the event that payment to ARTIST shall be based in whole or in part on receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted to and approved by ARTIST in writing before tickets are ordered or placed on sale; (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance within two hours following such performance; and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office records of PURCHASER relating to gross receipts of this engagement only.

6. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER does not perform fully all of its obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to ARTIST for damages in addition to the compensation provided herein.

7. This constitutes the sole, complete and binding agreement between the parties hereto. PREMIER TALENT AGENCY acts only as agent and manager for ARTIST and assumes no liability hereunder.

8. ARTIST shall have the sole and exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at, the performance(s) hereunder and the receipts thereof shall belong exclusively to ARTIST.

9. This agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This agreement shall be construed in accordance with the laws of the State of New York. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

Initial Here _____

HOSPITALITY -- FOOD AND BEVERAGE

39. EMPLOYER agrees to provide at sole cost and expense the following;

- a/ One large, comfortable and private dressing room located adjacent to stage facility so Artist may reach stage without entering through audience portion of facility; the room shall be adequate for use by ten(10) persons; shall be clean, dry, well lit, heated or air-conditioned, shall contain at least twelve (12) chairs, shall be within easy access to clean lavatories which are supplied with soap, toilet tissue and towels. These lavatories shall be closed to the general public. Employer shall be solely responsible for the security of items in the dressing room area and shall keep all unauthorized persons from entering said area.
- b/ Ten (10) clean cloth towels to be placed in dressing room prior to showtime.

40. EMPLOYER agrees to provide ROBERT GORDON technical crew, one(1) hour after load in with the following:

- 1. Deli platter for seven(7) people consisting of cold cut meats(no packaged meats) tomato and lettuce.
- 2. All necessary utensils: plates, napkins, knives, forks etc.
- 3. Mustard, mayonnaise, butter, salt, pepper, etc.
- 4. One half($\frac{1}{2}$) case Heineken
One half($\frac{1}{2}$) case soda
One(1) gallon milk
One(1) quart orange juice
Coffee
- 5. Bread and rolls.

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a/ Employer agrees to provide a hot meal for ten(10) people one (1) hour after scheduled sound check and it must consist of the following:

- 1. Main course of vegetables, meat: roast turkey(not rolled), roasted or broiled chicken, steak, roast beef or a well prepared Italian dish, dessert and bread and butter.
- 2. Beverage to accompany hot meal: One(1) case Heineken, One case soda, One(1) gallon milk.

b/ EMPLOYER agrees to provide in dressing room, one (1) hour prior to show time, the following;

- ~~Two(2) cases Heineken~~
- ~~One(1) case soda~~
- One(1) quart orange juice
- ~~One(1) quart Amaretto~~
- ~~One(1) fifth Black Label Scotch~~
- ~~One(1) fifth Wild Turkey Bourbon~~
- Assorted cheese and crackers
- Mixed nuts
- Assorted fruits
- Potato chips, pretzels, etc.

A
3 CASES
1 JACK
1 WILD TURKEY
1 SMALL DELI TRAY
w
CH + CRACKERS FRUIT
BREAD ETC

SIGN HERE

ACCEPTED AND AGREED TO:

BY: _____
EMPLOYER

BY: _____
ARTIST

ADDITIONAL TERMS AND CONDITIONS

The parties hereto acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

1. PURCHASER agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST, at rehearsals therefor, including a suitable theatre, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in number and quality required by ARTIST and comfortable, lighted dressing rooms; all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including scenery, properties and baggage); all lights, tickets, house programs, all licenses (including musical performing rights licenses); special police, ushers, ticket sellers for advance or single sales (wherever sales take place), ticket takers; appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expense in connection therewith. PURCHASER agrees to pay all amusement taxes. PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services and personnel to be furnished by PURCHASER and by ARTIST. PURCHASER agrees to furnish all necessary material and to promptly comply with ARTIST'S directions to arrange the stage decor and settings for the performances hereunder. In addition to those musicians, if any, to be furnished by either ARTIST or PURCHASER pursuant to any other provision hereof, PURCHASER agrees to furnish at its sole expense such musicians, including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and rehearsals therefor; ARTIST shall have the right to name the local music contractor and to approve the choice of musicians hired locally. The following Special Props and Lighting required by ARTIST shall be furnished by PURCHASER at PURCHASER'S sole expense:

2. ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.

3. PURCHASER shall not have the right to broadcast or televise, photograph or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable to whole or in part for any obligation that may be incurred by PURCHASER in carrying out any of the provisions hereof, or otherwise. The person executing this agreement on PURCHASER'S behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.

4. PURCHASER agrees that the ARTIST shall receive top billing in 100% type in all advertising and publicity issued by or under the control of the PURCHASER in regard to the engagement hereunder.

5. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST. Free admissions, if any, (except to local press) shall be subject to ARTIST'S prior written approval. In the event that payment to ARTIST shall be based in whole or in part on receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted to and approved by ARTIST in writing before tickets are ordered or placed on sale; (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance within two hours following such performance; and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office records of PURCHASER relating to gross receipts of this engagement only.

6. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER does not perform fully all of its obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to ARTIST for damages in addition to the compensation provided herein.

7. This constitutes the sole, complete and binding agreement between the parties hereto. PREMIER TALENT AGENCY acts only as agent and manager for ARTIST and assumes no liability hereunder.

8. ARTIST shall have the sole and exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at, the performance(s) hereunder and the receipts thereof shall belong exclusively to ARTIST.

9. This agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This agreement shall be construed in accordance with the laws of the State of New York. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

Initial Here _____



RCA Records
Public Affairs
1133 Avenue of the Americas
New York, NY 10036
Telephone (212) 598-5701

Biography

ROBERT GORDON

Robert Gordon's always been the rebellious type.

"There was this amusement park I used to go to, and that's where I really saw the rebel types -- these cats with motorcycle boots and these chicks with beehive hairdos -- not that I emulated them, but it definitely left an impression. It was something different. I remember hearing 'Heartbreak Hotel' when I was a kid and really flipping out. After that I just sort of searched out that kind of material..."

Born in Washington, D.C. in 1947, Robert has never stopped searching. He was raised in a family with one older brother and two younger sisters. School, he recalls, was not one of his high points: "I didn't really go along with the program. On top of that, my family didn't dig my black pegged pants and motorcycle boots, but I went through it, all through Junior High and High School." This dogged individualism, though causing some problems with those in authority, did have its strong points: "Lots of kids growing up go through this anxiety thing because they don't know

what they want to do, but I didn't. Ever since I was twelve or thirteen I knew I was gonna pursue a musical career. Music occupied just about all my time...except for cars and motorcycles."

At age fifteen, Robert began performing with schoolmates and pick-up bands and literally sang his way through adolescence. His influences, however were diverse. "I was always listening to music on the radio. I grew up at the tail end of what people think I must've gone through. There was this one station when I was pretty young coming out of Wheaton, Maryland and they used to play Jack Scott and Gene Vincent and people like that." But as the mid-'60's approached, Robert's tastes clashed with prevailing radio trends: "I was really into black music by then. I used to go to Howard Theatre, which was like New York's Apollo, and that was before whites used to go there. There'd be a house band and you'd see like six or seven acts. It was amazing."

Robert moved to New York in 1970, at which point, he remembers: "I had a number of different jobs, and then started my own business, but I didn't have any doubts about getting back into music."

Soon he began circulating among musicians and rock clubs becoming a fixture on the burgeoning New York rock 'n' roll scene.

He sang with several New York bands but eventually Robert realized he had to pursue his own unique musical vision: "I was searching at that point. Ultimately, I gravitated back to the music I do best, which I guess you could call updated rockabilly."

Through his involvement in the New York rock arena, Robert connected with producer Richard Gottehrer, who then teamed Gordon up with Private Stock Records. The debut album, Robert Gordon With Link Wray, released in mid-1977, was true to Robert's roots, and, led by the single "Red Hot", caused waves of notoriety. American dates, and tumultuous European receptions soon followed. In early 1978 came Fresh Fish Special, which featured Robert's premiere of a Bruce Springsteen original, "Fire". (Robert is enthused with the Pointer Sisters' success with their version: "It sorta makes what I'm doing even more credible...")

As 1978 came to a close, Robert Gordon signed a contract with RCA Records: "RCA has always been like a fantasy to me because they really exposed this kind of music to the masses -- I guess it's sort of a natural move." Robert takes great pride in surrounding himself with the best players possible, and this time around has recruited Nashville session whiz Scotty Turner and brought ace London guitarist Chris Spedding to the fold. "On this

new album," Robert stresses, "we've really taken the music one step further." He continues, "I don't mind comparisons, that's flattering in a way, but some people think that anyone who does this music is a Presley imitator or something, and that's just people who are uneducated, who don't know the music. Vocally I don't sound like Presley...It's just a feeling. I live this music, I just don't turn it on when I hit the stage. It's part of me."

Unlike his earlier recordings, Robert has had time to live with his newest album: "It's kind of nice to be able to sit back and listen. I work closely with Richard (Gottehrer) on ideas for arrangements." Whatever the reasons, and there are several, it's clear from the start that ROCK BILLY BOOGIE (AFL1-3294) is Robert's most powerful and distinctive work to date.

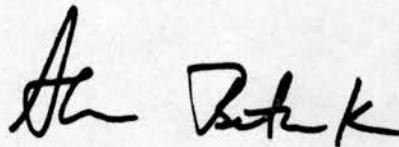
The title cut, "Rock Billy Boogie", kicks off Robert's new LP in revved up style. "I Just Found Out" showcases Robert's unique vocal talents, and the pace quickens with a wild version of "Black Slacks". Side one closes with one of the two Robert Gordon originals on the LP, "The Catman", an evocative tribute to Gene Vincent.

Charts and hearts alike will flutter when treated to a

listen of Robert's brilliant rendition of "It's Only Make Believe", sure to become a new standard for years to come. Gordon then takes us for a memorable ride with "Wheel Of Fortune", and a blistering Chris Spedding solo helps pace Robert on "Am I Blue". The hauntingly melodic "Walk On By" is followed by Robert's own tender original, "I Just Met A Memory", and the album closes with "Blue Christmas", Robert's wistful ode to a lost love.

Gordon is justifiably jubilant with the album and is launching into major American and European tours, backed by the full support of his new label. As to where his music fits in, Robert is adamant: "I don't think of it as rebelling. I'm just doing the type of music that moves me."

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A handwritten signature in black ink, appearing to read "Alan Betrock". The signature is fluid and cursive, with the first name "Alan" written in a larger, more prominent script than the last name "Betrock".

Alan Betrock

Robert Gordon

5-18-81

#'s	Source	# Sold	\$
1-46	Wax	46	276.00
151-177	Wax	27	142.00
301-343	Wax	43	258.00
551-568	Wax	18	118.00
451-471	Wax	21	126.00
526-530	Wax	<u>5</u>	<u>30.00</u>
		<u>160</u>	<u>960.00</u>
905-970	Parfolk	<u>66</u>	<u>396.00</u>
704-717	RCA	<u>14</u>	<u>84.00</u>
701-703	Mailed to cust	<u>3</u>	<u>18.00</u>
815-830	Club	<u>6</u>	<u>36.00</u>
831-844	Club	<u>14</u>	132.00 <u>84.00</u>
851-852	Club	<u>2</u>	<u>12.00</u>
901-904	Club	<u>4</u>	<u>24.00</u>
601-686-99	Hot Checks	<u>86</u>	<u>516.00</u>
			Sub 1614.00
			Total 2130.00

Robert Gordon
Source

5-18-81

Diff

\$

#			
001-046	Wax	46	274.00
047-100	—		
101-150	—		
151-177	Wax	27	162.00
178-200	—		
201-300	—		
301-343	Wax	43	258.00
344-400	—		
401-450	—		
451-471	Wax	21	126.00
472-500	—		
501-525	—		
526-530	Wax	5	30.00
531-550	—		
551-568	Wax	18	108.00
569-600	—		
601-685-710	Hat Picks	86	516.00
686-699	—		
701-703	C-Sales	3	18.00
704-717	REH Sales	14	84.00
718-800	—		
801-824	Adv Write	24	—
825-844	C-Sales	20	120.00
845-850	—		
851-852	C-Sales	2	12.00
853-900	—		
901-904	C-Sales	4	24.00

Robert Gordon

#	Source	diff	\$
905-970	Dorfolk	66	396.00
971-1100	—		
1101-1200	—		
1201-1300	—		
1301-1400	—		
1401-1410	Ado-wvte	10	—
1411-1510	—		

#	Sold - Pre Sale	355
\$	Sold - Pre Sale	2130.00

#	tax Sold or Ado Presale	389
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#	tax Door 5/18	1111
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Total	tax	<hr/> 1500
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Sam's

CONCERT: Robert Gordon

WEEK OF: 5/10-5/16

	REC'D THIS WEEK	ON HAND (LAST WEEK)	TO BE PICKED UP	SOLD	PRICE	TOTAL	
LAKE	1-150			1-46	6.00	276.00	40
ST PAUL	151-300			151-177	6.00	162.00	63
WEST BARK	301-450			301-343	6.00	258.00	47
ROBBINSDALE	551-600			551-568	6.00	108.00	61
RICHFIELD	451-525			451-471	6.00	126.00	62
BURNSVILLE	526-550			526-530	6.00	30.00	65
ST CLOUD							

CHK AMT: \$ 960.00

Make Payable To:

Sam's

mail to:

scott will pick up

Lake - # 1-46 X \$ 6.00 = \$ 276.00

ST.P. - # 151-177 X \$ 6.00 = \$ 162.00

W.B. - # 301-343 X \$ 6.00 = \$ 258.00

Rob - # 551-568 X \$ 6.00 = \$ 108.00

Rich - # 451-471 X \$ 6.00 = \$ 126.00

Burns - # 526-530 X \$ 6.00 = \$ 30.00

Total - - - - - \$ 960.00

160 Tix at \$ 6.00 each

L 1-150 - 1-46
Z 151-300 - 151-177
W 301-450 - 301-343 ~~343~~
R 551-600 - 551-568
R 451-525 - ~~472~~
B 526-550 - ~~531~~

Total Pusale 355
Total Purchase - Door 438

793

(w) 6.00

4758.00

Total Customers - 863
793
70



CERTIFIED STATEMENT
OF TICKETS PRINTED
FOR



PAGE 1 OF 1

SAM'S
29 NORTH 7TH STREET
MINNEAPOLIS MN 55403

ROBERT GORDON/THE PHONES
SAM'S DANCETERIA
MINNEAPOLIS, MN

CUSTOMER NO. 001756 DATE MAY 07, 1981 OUR JOB NO. 69930

1 SET(S) OF 1,500 TICKETS FOR A TOTAL OF 1,500 PRINTED AS FOLLOWS:
MONDAY
MAY 18, 1981
8:00 PM

1,500 RAFFLE
PINK

NOTE:
SIX COPIES OF THIS CERTIFIED STATEMENT ARE PREPARED:

- COPY No. 1-Shipped with tickets to Agent SAM'S
- COPY No. 2-Shipped with tickets to Agent SAM'S
- COPY No. 3-Mailed separately to: CUSTOMER WITH INVOICE
- COPY No. 4-Mailed separately to: SAM'S DANCETERIA MINNEAPOLIS, MN
- COPY No. 5-QUICK TICK Manifest File 036GA
- COPY No. 6-QUICK TICK Job File 69930

The above is a true account of tickets printed by us for the customer designated under their order.

QUICK TICK INTERNATIONAL, INC.
2530 DUNSTAN
HOUSTON, TEXAS 77005
PHONE 713-526-7174
1-800-231-6144

Bernard S. Beaman Jr
By: BERNARD S. BEAMAN, JR.

Notary Public in and for Harris County, Texas
My Commission Expires May 10, 1984



CERTIFIED STATEMENT
OF TICKETS PRINTED
FOR



PAGE 1 OF 1

SAM'S
29 NORTH 7TH STREET
MINNEAPOLIS MN 55403

ROBERT GORDON/THE PHONES
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QUICK TICK INTERNATIONAL, INC.
2530 DUNSTAN
HOUSTON, TEXAS 77005
PHONE 713-526-7174
1-800-231-6144

By: Bernard S. Beaman Jr
BERNARD S. BEAMAN, JR.
Notary Public in and for Harris County, Texas
My Commission Expires May 10, 1984

CONTRACT DATED April 29, 1981

The undersigned Artist(s) and Purchaser agree to the following terms and conditions for the engagement herein described below:

1. Purchaser Sam's
2. Artist(s) PHONES
3. Name and Address of Engagement Sam's, Minneapolis, MN
4. Performance Date(s) and Time(s) May 18, (Mon.), 1981; play from (to be determined)
5. Price Agreed Upon \$300.00 Guaranteed. Paid to band leader on completion of engagement in cash or cashier's check only.

If band leader falls behind in paying commissions, agency reserves the right to have employer deduct entire commissions owing from band's contract price and send to agency.

It is understood that the Artist(s) executes this agreement as an independent contractor and not as an employee. Artist(s) agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including Social Security laws, contributions, Public Liability insurance, all Union Welfare payments under said laws.

Any controversies arising between the Artist(s) and the Purchaser pertaining to this contract shall be referred to the proper authorities in the State where in the engagement is performed.

If the foregoing is in accordance with our understanding, please sign in the space below.

Artist Jeff Cerise
 By Jeff Cerise
 Address P. O. BOX 4087
MISSOULA, MT 59806
 Commission 15% to GMA

Purchaser Steve McClellan
 By Stephen T. McClellan
 Address 29 North Seventh Street
Minneapolis, MN 55403
 Telephone 612-338-8388
 Agent Chip Nadeau