



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

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AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")

THE BERLE COMPANY

A TALENT AGENCY

Agreement
No. 8901

8901 SUNSET BOULEVARD, LOS ANGELES, CALIFORNIA 90069

Telephone: (213) 466-9781

(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 JUNE, 1981, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. Name and Address of Place of Engagement: THE ENTRY - MINNEAPOLIS, MINN.

29 NORTH 7TH STREET

Name of Band or Group: BLACK FLAG

Number of Musicians: FOUR

2. Date(s), Starting and Finishing Time of Engagement: JULY 18, 1981 - ONE SHOW

3. Type of Engagement (specify whether dance, stage show, banquet, etc.): NIGHT XXXX CLUB

4. Compensation Agreed Upon: \$ 400.00 PLUS 80% OF THR GROSS OVER \$725.00

(Amount and Terms)

5. Purchaser Will Make Payments As Follows: 50% UPON SIGNING OF CONTRACT, BALANCE DUE IN XXXX CASH NIGHT OF SHOW.

(Specify when payments are to be made)

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.

(Continued on reverse side)

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

THE ENTRY

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

X

Signature of Purchaser (or Agent thereof)

Street Address

City

State

Zip Code

Telephone

Booking Agent

Print Name of Signatory Musician

Home Local Union No.

X

Signature of Signatory Musician

Musician's Home Address

City

State

Zip Code

Telephone

Address

Agreement No.

(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.



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

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Signature of Purchaser (or Agent thereof)

Street Address

City

State

Zip Code

Telephone

Booking Agent

Agreement No.

Print Name of Signatory Musician

Home Local Union No.

X

Signature of Signatory Musician

Musician's Home Address

City

State

Zip Code

Telephone

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Zip Code

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(IF ADDITIONAL SPACE IS NEEDED, ADD SEPARATE SHEET(S).)