

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

Booking Agent

8901 SUNSET BOULEVARD, LOS ANGELES, CALIFORNIA 90069

Telephone: (213) 466-9781

(Fo	orm C-1)
Whenever The Term "The Local Union" Is Used In This Contract	ct, It Shall Mean The Local Union Of The Federation With Jurisdic-
tion Over The Territory In Which The Engagement Covered By 7	
THIS CONTRACT for the personal services of musicians on	the engagement described below is made this day of
JUNE , 1931 , between the undersigned purchaser	of music (herein called "Purchaser") and the undersigned musician
or musicians.	
1. Name and Address of Place of Engagement: THE ENTR	Y - MINNEAPOLIS, MINN.
	7TH STREET
Name of Band or Group: BLACK FLAG	The second of the second second second second second
Number of Musicians: FOUR	
2. Date(s), Starting and Finishing Time of Engagement:	Y 18. 1981 - ONE SHOW
3. Type of Engagement (specify whether dance, stage show, bar	nquet, etc.): NIGHP XXXX CLUB
4. Compensation Agreed Upon: \$400.00 FLUS 80% 0	F THE GROSS OVER \$725.00
4. Compensation Agreed Upon: \$ -00.00 FBCS 00.00	(Amount and Terms)
5. Purchaser Will Make Payments As Follows: 50% UPON	(Specify when payments are to be made)
XXXX CASH NIGHT OF SHOW.	(specify when payments are to be made)
or by any means whatsoever, in the absence of a specific writ recording, reproduction or transmission. This prohibition shal the Federation may enforce this prohibition in any court of co	duced or transmitted from the place of performance, in any manner ten agreement with the Federation relating to and permitting such ll not be subject to the arbitration provisions set forth in 7 below and empetent jurisdiction.
nor the Local Union are parties to this contract in any capaneither the Federation nor the Local Union shall be liable for (b) This contract, and the terms and conditions contained he a party to this contract or whose name appears on the contract or called "participating musician(s)"), and by the agent (c) All claims and disputes which may arise between the Puror interpretation of any of the terms or conditions of this contive obligations and responsibilities hereunder, shall be refer participating musician(s) who are all members of the Local Board of the Local Union. All other claims or disputes are musician(s) shall be referred to the International Executive	sician(s) who are parties to this contract that neither the Federation acity except as expressly provided in 6 above and, therefore, that the performance or breach of any provision hereof. erein, may be enforced by the Purchaser and by each musician who is ract or who has, in fact, performed the engagement contracted for or agent(s) of each participating musician, including the Local Union. chaser and the participating musician(s) regarding the application ntract, including any disputes between the parties as to their respected exclusively to binding arbitration. If a claim or dispute involves Union, then such claim or dispute shall be referred to the Executive ising under this contract between the Purchaser and participating Board (herein called "IEB") of the Federation for arbitration and any question of whether it or the Local Union Executive Board has
	(Continued on reverse side) nto 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)	Print Name of Signatory Musician Home Local Union No.
V	
Signature of Purchaser (or Agent thereof)	Signature of Signatory Musician
Street Address	Musician's Home Address
City State Zip Code	City State Zip Code
State Zip Code	State Zip Code
Telephone	Telephone

Agreement No.

Address

- (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.

Names of All Musicians	Local Union No.	U.S. Social Security Numbers	Direct Pay
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	(Form C-1)				
W	henever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdic-				
tic	on 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 day of				
	JUNE , 1981, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician				
_	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				
	the district Section Controller on the controller of the property of the property of the section				
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 invitable and the state of the control of the control of the state of the control of				
	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) Print Name of Signatory Musician Home Local Union No.				
)					
Y.	Signature of Purchaser (or Agent thereof) Signature of Signatory Musician				
-	Street Address Musician's Home Address				
	City State Zip Code City State Zip Code				
-	Telephone				

Agreement No.

Address

- (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.

Names of All Musicians	Local Union No.	U.S. Social Security Numbers	Direct Pay
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Wh	nenever The Term "The l	Local Union" Is Used In	This Contract, It	Shall Mean The Local Unio	n Of The Federation	n With Jurisdic-
tion	n Over The Territory In	Which The Engagement	Covered By This	Contract Is To Be Performe	d.	
	THIS CONTRACT for	the personal services of	musicians on the	engagement described below	is made this26	TH day of
	JUNE , 1981	_, between the undersign	ned purchaser of r	music (herein called "Purcha	ser") and the under	signed musician
or 1	musicians.					
1.	Name and Address of P	lace of Engagement:	THE ENTRY	- MINNEAPOLIS, M	INN.	
			29 NORTH 7	TH STREET		THE HELD
	Name of Band or Group	BLACK FLAG	No. of Party and Party			
	Number of Musicians:		Maria Maria	ACCOMPANY TO THE REST OF THE		The Sales and th
			ement. TITLY	18, 1981 - ONE S	HOW	
4.	Date(s), Starting and P	misming Time of Engage	ement: DOIII	10, 1701 - 0111	11011	
		elin, Paula Lini	AND WORK			A California
9	Type of Engagement (a	nosify whether dance at	aga aham hanana	t, etc.): NIGHT XXXX	CTUP	
0.	Type of Engagement (s)	pecify whether dance, sta	age snow, banque	t, etc.): NILTHI AWAA	CLUB	
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4.	Compensation Agreed U	pon: \$ 400.00 File	05 00% OF	THR GROSS OVER \$	1/2).00	
5.	Purchaser Will Make Pa	ayments As Follows: 5	0% UPON SI	GNING OF CONTRAC	T, BALANCE	DUE IN
	XXXX CASH NIGH			(Specify when payments are	to be made)	
	Marie Orion Italy	ii or onon,				
7.	the Federation may enfo Breach of Contract — A (a) It is expressly under nor the Local Union are neither the Federation no. (b) This contract, and a party to this contract (herein called "participa (c) All claims and disputor interpretation of any tive obligations and resp participating musician (Board of the Local Union musician (s) shall be ref determination in New Y jurisdiction over a participation of the Local Union was also as a contract of the Local Union was a contract	arce this prohibition in ar arbitration of Claims: erstood by the Purchaser e parties to this contractor the Local Union shall the terms and conditions or whose name appears ting musician (s)"), and ates which may arise better of the terms or condition ponsibilities hereunder, sees who are all members ion. All other claims or ferred to the Internation ork, New York. The IEE cular claim or dispute.	r and the musiciant in any capacity be liable for the ps contained hereins on the contract by the agent or ag ween the Purchassons of this contract of the Local Unic disputes arising al Executive Boals shall decide any	the subject to the arbitration tent jurisdiction. In (s) who are parties to this of except as expressly provide performance or breach of any or who has, in fact, performent (s) of each participating muct, including any disputes be exclusively to binding arbitron, then such claim or disputer this contract between the disputer of the	contract that neither led in 6 above and, or provision hereof. I chaser and by each med the engagement musician, including sician(s) regarding tween the parties as ation. If a claim or the shall be referred the the Purchaser are the Federation for the Local Union Execution (Continued)	r the Federation therefore, that musician who is t contracted for the Local Union. The application to their respective involves to the Executive and participating arbitration and utive Board has to neverse side)
	THE ENTRY					
	Print Purchas (If Purchaser is Corporat	er's Full and Correct Name ion, Full and Correct Corpo	rate Name)	Print Name of Signatory M	usician Hom	e Local Union No.
Y			1			
^	Signature of	f Purchaser (or Agent there	eof)	Signature	of Signatory Musician	
_		Stroot Address			nle Hem + 133	
		Street Address	OF LAND	Musicia	n's Home Address	
_	City					
	Olej	State	Zip Code	City	State	Zip Code

Agreement No.

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- (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).
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- (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.

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