



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

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7th ST. ENTRY

The Committee, Inc., 29 N. 7th Street, Minneapolis, MN 55403
SAM'S OFFICE 338-8388 • Information 332-1775 • 7th St. Entry Office 338-8392

The Monday October 19th, 1981 Concert:

RAYBEATS AND SUBURBS with the Skamets

817 people at \$4.00 ticket \$3,268.00

20 people at \$2.00 ticket \$ 40.00

Total paid people 837 \$3,308.00

Complementary guests 56

Total number of people ----- 893

Stephen T. McClellan

A handwritten signature in cursive script that reads "Stephen T. McClellan".



TITLE WAVE TALENT

~~130 West 57th Street, Suite 1E New York, N.Y. 10019~~

~~(212) 977-4914~~

Contract #
1010-R

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 17th day of September, 1981, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. Name and Address of Place of Engagement: Uncle Sams, 29 N. 7th Street, Minneapolis, MN 55403
Load-In 4:00 PM. Sounc Check 5:00 PM. Contact Steve Mclellan or Chrissy Dunlap 612-338-8388
Name of Band or Group: THE RAYBEATS
Number of Musicians: 4 (four)
2. Date(s), Starting and Finishing Time of Engagement: Monday, October 19, 1981. Artist will perform 2 (two)
40 Min Sets at 10:00 & 11:00 PM. Ticket Price: \$4.00 Capacity: 1500. GP: \$6,000.00
3. Type of Engagement (specify whether dance, stage show, banquet, etc.): Stage Show. RAYBEATS will receive 100% co-headlining billing and will perform immediately after "Suberbs". Purchaser shall pay for and provide a top quality sound & light system as per Artist's Rider requirements. Rider attached hereto is a part hereof.
4. Compensation Agreed Upon: \$1250.00 (one thousand two hundred fifty dollars) plus 40% (forty percent) over \$4450.00 (four thousand four hundred fifty dollars) GBOR.
(Amount and Terms)
5. Purchaser Will Make Payments As Follows: 50% (\$625.00) deposit to be made BY WIRE TRANSFER ONLY to TITLE WAVE TALENT/Jim Kramer. Immediately. Remainder (to be paid to Artist prior to performance. Percentages to be paid to Artist immediately following performance 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.
 - (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

(Continued on reverse side)

RIDER TO CONTRACT DATED September 17, 1981, BY AND
BETWEEN THE RAYBEATS (EMPLOYEE) AND Steve McClellan
(EMPLOYER) FOR PERFORMANCE ON Monday, October 19, 1981
AT Uncle Sams, Minneapolis, MN.

1. The additional terms and conditions contained in this rider to the above described contract are considered by Employee to be a material part of the agreement. Any deviation from the terms and conditions herein or other non-compliance by Employer will be considered to be major breach by Employer. In that event, Employee may, without waiving any of the remedies it may have for the breach, cancel its performance, without liability. Employer is nevertheless obligated to pay Employee the price referred to in the contract.
2. The contract, together with this rider, constitute the entire agreement between the parties hereto. No modification, change or alteration from the terms of the contract and the rider shall be binding unless reduced to a writing signed by all parties hereto.
3. Any conflicts between the terms of the contract and this rider shall be resolved in favor of the terms in the contract.
4. Payment to Employee:
 - A. Fifty Percent (50%) of the total guaranteed price shall be deposited in cash, money order or certified check with TITLE WAVE TALENT, 527 Madison Avenue, Suite 1412, New York, N.Y. 10022, or by Wire Transfer to our bank account, (please see cover letter), simultaneously with the signing of the contract and this rider by Employer. If, in the event that this is a college engagement wherein no deposit is being held by Title Wave Talent, the Employer will be liable for fifty percent (50%) of guarantee, payable immediately to Title Wave Talent if the show is cancelled due to an Employer's breach in the terms of the contract.
 - B. The balance of the total guaranteed price together with any additional monies due Employee, shall be paid to Employee or their designated representative, in cash or certified check, payable to Artist no later than prior to the time of Employee's performance.
 - C. The price paid to Employee shall be free of any deductions including but not being limited to, taxes and assessments. Any such taxes, assessments, etc., shall be borne solely by Employer.
5. Billings:

Employee shall receive no less than ONE HUNDRED PERCENT (100%) STAR/SEVENTY-FIVE PERCENT (75%) GUEST STAR billing in all advertising and publicity, including but not limited to, billboards, marquee, newspaper and trade ads, fliers, posters, air time, etc., as follows:
THE RAYBEATS
(Written permission must be obtained from Title Wave Talent for any billing less than Seventy-Five Percent (75%).

6. Supporting Act(s):

Employee shall have the right to approve any supporting act(s).

7. Sound Check:

Employee shall be entitled to at least one (1) hour rehearsal time at the venue on date of performance prior to public admittance and Employer shall make the venue available of the same, and Employer's production staff shall be in attendance in the set-up and aid of the rehearsal of sound systems, lighting, etc., if not attainable, please notify Artist's Representative five (5) days prior to day of engagement.

Employer shall insert in the space herein provided a telephone number(s) where Employer can be contacted at all times beginning twenty-four (24) hours prior to the date of engagement: _____.

8. Security:

Employer shall at his own sole expense, provide sufficient security guards at and about the venue in order to adequately protect Employee and its representatives and Employee's property and equipment. In order to properly insure crowd control, Employer shall have security at all points of entry of venue to check for bottles, cans and fireworks.

A. In the event of riot or civil disorder, which, in the sole discretion of Employee, Employee shall have the right to cancel or cease it's performance without incurring liability.

B. Backstage passes for engagement shall be made available to the Artist's road manager.

9. Illness:

In the event any member of the Employee shall become ill or incapacitated, Employee shall not be required to perform the engagement, in which instance, any monies paid by the Employer shall be returned forthwith and neither party to the contract shall be under any further obligation to each other for any further performance or damage of any kind.

10. Arena:

Except where specified, all performances hereunder shall be held indoors and shall not be subject to cancellation by Employer due to weather conditions. Artist does not perform in the round. If such performance is contemplated by Employer, Employer must first obtain the prior written approval of Artist's representative.

11. Concert Show Or Performance Times:

If attached contract calls for one performance, it shall be played without intermission during the time period specified. Notwithstanding provisions to the contrary, Employee may exceed the specified performance time without liability or interference from performing the full show specified in the contract due to no fault of it's own, Employee shall nevertheless be paid in full.

ADDENDUM

- (1) It is expressly understood that Jim Kramer, Inc., d/b/a TITLE WAVE TALENT (Agency) is acting solely as agent for artist in the negotiation of this contract and its ultimate performance and that it is in no way a party to this agreement or responsible for the performance or nonperformance by any of the parties hereto of the obligations assumed hereunder.
- (2) If the show is cancelled by promoter for any reason other than an act of God, not to include rain, all of the required guarantee will be due and payable to the extent not then paid. Also, artist in no way waives his other remedies for said cancellation.
- (3) Any transmittal letters, attached letters, memorandums, riders, stage diagrams and so forth, included or attached by TITLE WAVE TALENT, the manager or the artist and only these, are a part of contract.
- (4) The gross potential stated on the contract is a minimum estimate and the percentage to the Artist is due on all sales even though sales may exceed such amount.
- (5) Sound recording or photographing of this performance without written permission is prohibited by law and by this contract.

INITIALED BY:

EMPLOYER

ARTIST



527 Madison Ave.
Suite 1412
New York, New York 10022
(212) 838-5500

SIGN & RETURN CONTRACT IMMEDIATELY

Date: September 17, 1981

To: Steve McClellan

Please find enclosed your contracts and publicity for the following engagement:

Artist(s) THE RAYBEATS

Location: Uncle Sams
Minneapolis, MN

Date: Monday, October 19, 1981

Terms: \$1250.00 + 40%/\$4450.00 GBOR

Deposit: 50% (\$625.00) Immediately
WIRE TRANSFER ONLY

Read and verify the conditions of this contract and contract riders. Any alterations in the contract or contract riders should be written on a separate sheet of paper and discussed with the agent and/or manager prior to returning it.

Sign and return ALL COPIES to this office immediately or not later than seven(7) days from the date of this transmittal letter. If not received within this period of time we reserve the right to consider these contracts null and void.

The full amount of deposit must be actually received in this office no later than seven (7) days prior to the first day of the engagement, in default of which the contracts may at any time thereafter be cancelled by us at our option prior to the actual receipt of funds in our office. Such cancellation shall be effective upon delivery of notice thereof to a telegraph company for transmission or by depositing a letter to that effect in the United States mail. Remittances must be made by bank transfer, certified check, or money order payable to TITLE WAVE TALENT. You are not authorized to begin advertising this engagement until you have received a signed and completed contract from this office.

It is understood that the deposit is non-refundable, non-recoupable and forfeited to the agency and/or artist as liquidated damages in the event you fail to perform any of your obligations under the contract, which failure is not caused by the artist and/or leader and/or band or an act of God.

This agency accepts no responsibility and is not liable for the failure of the artist(s) and/or musician(s) and/or band or any member thereof to carry out the terms of the contract, however in the event of such failure on the part of the artist(s), your deposit will be refunded.

Please comply with the above requests promptly.

Sincerely,

Contract Department

Enclosure

WIRE TRANSFER INFO:

Irving Trust Co.
1221 Avenue of the Americas
New York, N.Y. 10020
Att: Pamela Edwards
212-922-8462
TITLE WAVE TALENT
Acct# 119-630-9000

10/11/81
wire order
made
John
entered
Sue

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

Pat Irwin

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.

X

Signature of Purchaser (or Agent thereof)

Uncle Sams, 29 N. 7th Street

Street Address

Minneapolis, MN 55403

City

State

Zip Code

(612) 338-8388

Telephone

X

Signature of Signatory Musician

c/o Titlewave Talent, 527 Madison Ave.

Musician's Home Address

New York, N.Y. 10022

City

State

Zip Code

(212) 838-5500

Telephone

Booking Agent

Agreement No.

Address

Names of All Musicians

Local Union No.

U.S. Social Security Numbers

Direct Pay

\$

RIDER

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

1. Artist shall receive 100% star billing in any and all publicity released and paid advertisements, including, but not limited to, program, fliers, signs and marquees.
2. The correct billing for Artist, applicable in all promotional materials is as follows:
THE RAYBEATS
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) 11 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, with echo effect.
 - e) Employer agrees to attached equipment rider (if any).
5. Employer agrees to provide, at his sole cost and expense, van transportation for _____ 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 6 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, ONE (1) case imported beer; cold cuts, cheeses, raw vegetables and good bread for sandwiches.
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: Pat Irwin 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

Raybats - NNB

May 04, 1981

Total turnstyle	479
Less guest list	- 69
Less adm @ 5.00	- 106
Less adm @ 1.75	- 5
4.00 @	299

@ 5.00 = 530.00

@ 4.50 = 1245.50

@ 1.75 = 8.75

Total adm 1884.25