



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

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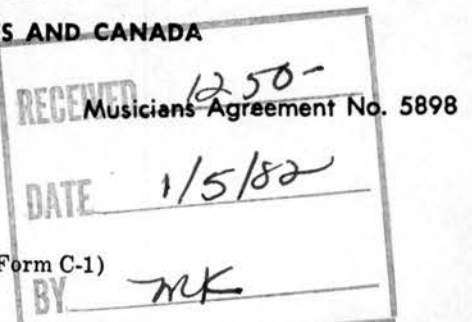


AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")

CONTRACTS DUE TO
MAGNA 1/2/82595 Madison Avenue, Suite 901
New York, New York 10022
Phone: (212) 752-0363

(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 21st day of December, 1981, 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, 29 North Seventh Street, Minneapolis, Minnesota

Name of Band or Group: AMERICAN REVELATION MUSIC PRODUCTIONS INC. FSO JAMES BLOOD ULMER

Number of Musicians: 1 + group

2. Date(s), Starting and Finishing Time of Engagement: January 13, 1982, one show at 11:00 PM
Artist to receive 100% star billing and has final approval of opening act.

3. Type of Engagement (specify whether dance, stage show, banquet, etc.): Buyer to provide sound and lights and band equipment at no cost to Artist.

4. Compensation Agreed Upon: \$ 2500.00 Flat Guarantee + equipment + internal transportation.
(Amount and Terms)
1100 seats, tickets \$5.50, GP \$1250.00

5. Purchaser Will Make Payments As Follows: \$1250 deposit due to Magna Artists Corp. by 1/2/82,
(Specify when payments are to be made)
balance due to Artist in cash prior to show on night of engagement.

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.

Sam's by Steve McCellan

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

X Stephen T. McCellan

Signature of Purchaser (or Agent thereof)
P.O. Box 3191/Traffic Station

Street Address
Minneapolis, Minnesota 55403

City State Zip Code
Tim Holmes: 612 - 375-7625

Telephone

BILL HAHN/MAGNA ARTISTS CORP./005898

Booking Agent

Agreement No.

AMERICAN REVELATION MUSIC PRODUCTIONSINC. FSO JAMES BLOOD ULMER

Print Name of Signatory Musician Home Local Union No.

X [Signature]

Signature of Signatory Musician
c/o Roger Trilling

Musician's Home Address
443 West 49th Street/Apartment 5E

City State Zip Code
New York, New York 10019

Telephone

Address

MAGNA ARTISTS CORP.

RIDER TO AGREEMENT DATED 12/21/81 BETWEEN AMERICAN REVELATION MUSIC PRODUCTIONS INC. FSO JAMES BLOOD ULMER (HEREINAFTER REFERRED TO AS ARTIST) AND Sam's by Steve McClellan (HEREINAFTER REFERRED TO AS PURCHASER) FOR THE ENGAGEMENT IN Minneapolis, Minnesota ON 1/13/82.

1. The following provisions shall be deemed incorporated and an integral part of the agreement to which this rider is annexed.
2. In order to avoid last minute problems, the Purchaser is to contact the Artist's agent, Magna Artists Corporation, Bill Hahn, 212 - 752-0363, with any questions or problems pertaining to the date. Any changes in this rider must be approved in writing by Artist or Artist's agent.
3. Artist is to receive 100% top star billing. Billing to read: JAMES BLOOD ULMER.
4. Unless otherwise agreed, Artist is to close show. If Artist does not close show, Artist is to receive 75% special guest star billing.
5. When headlining, Artist reserves the right of approval of all other acts on bill. No other act is to perform more than forty-five (45) minutes.
6. Purchaser agrees that there is to be no segregation according to race, color, and/or age, or any other reason whatsoever save for seating assignment according to ticket prices.

PAYMENT

7. All payments are to be made in cash before first performance. UNDER NO CIRCUMSTANCES WILL A PERSONAL CHECK BE ACCEPTED. In cases where a concert is being performed for a university, a university check drawn from a university account is acceptable.
8. Unless otherwise specified on face of contract, a fifty per cent (50%) deposit is due immediately with signed contract in the form of a bank check, money order, or certified check made payable to Magna Artists Corp. (Universities are not required to pay a deposit.) PERSONAL CHECKS ARE NOT ACCEPTABLE. If a deposit is not received by the deadline specified on face of contract, Artist may construe this as a material breach and may cancel show with no liability or further obligation to Purchaser.

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PAYMENT - ARTIST TO RECEIVE A PERCENTAGE OF THE GROSS

9. Purchaser shall deliver at least two (2) weeks prior to the date of performance, a seating plot plan and a certified copy of the ticket printer's manifest for the performance(s) hereunder. Said manifest shall be a notarized signed statement from the printer of the tickets listing the number of tickets printed at each price. Said information shall be delivered to the Artist's road manager.
10. A representative of the Artist shall have the right to be present in the box office prior to and during the performance and intermission periods, and such representative shall be given full access to all box office sales and shall be otherwise permitted to satisfy himself as to the gross receipts (and expenditures if required) at each performance hereunder, and to examine and make extracts from the box office records relating to said performance(s).
11. Purchaser shall pay Artist's representative the guaranteed amount (or the balance of the guaranteed amount if a deposit has previously been paid), IN CASH, PRIOR TO ARTIST'S PERFORMANCE. Any balance subsequently due on a percentage computation will be paid as soon as practicable after the closing of the box office, and unless extreme circumstances make it impossible, this will be no later than one half hour before the end of Artist's performance hereunder. At that time, a ticket printer's manifest and a detailed box office statement certified and signed by Purchaser will be given to Artist's representative.
12. Purchaser agrees to have on hand at the place of performance on the night of the show, for counting and verification by Artist's representative, all unsold tickets and stubs of tickets sold. Artist shall be compensated for the difference between the number of unsold tickets on hand and shown to his representative, and the number of tickets printed as shown by the manifest. Unless an unsold ticket is shown to Artist's representative, it shall be deemed that the Purchaser has sold a ticket for that seat (and any permitted standing room) at the highest price for which the house is scaled.
13. All gross admission receipts shall be computed on the actual full admission price provided on each ticket, and, in the absence of a prior written agreement by Artist or his management company, no tickets shall be offered or sold at a discount or premium, or as part of a series of other concerts. All tickets printed under the manifest shall be serially numbered and sold consecutively. There shall be no multiple price tickets printed. If purchaser does sell or distribute complimentary tickets without prior approval, or in excess of the number agreed to by Artist or his management company, Purchaser shall be liable for the full ticket price of each ticket sold or distributed.

MAGNA ARTISTS CORP.

14. Artist shall have the right to set a limit on the number of free admissions authorized by Purchaser. If Purchaser is unable to accurately determine the number of persons admitted free, the Purchaser agrees to accept as binding a reasonable estimate made by Artist's representative.

STAGING

15. Purchaser will provide a sturdy and secure stage of not less than thirty (30) feet in width, twenty (20) feet in depth, and three (3) feet in height for Artist's sole use. Artist will not perform in the round.

16. Purchaser will provide a minimum of two (2) able-bodied stage hands to assist solely in set-up and break-down of Artist's set. These stage hands will be in addition to any other stage hands required by lighting, sound companies, or other performers.

17. Stage is to be draped in back and on sides whenever possible.

18. Purchaser is to provide 3-20 amp, 120 volt AC circuits on stage for Artist's sole use.

19. When show is to be held outdoors, stage should be adequately covered and protected so as to insulate Artist from any adverse weather conditions (wind, rain, etc.).

20. Artist reserves the right to refuse to perform on stage deemed unsafe by him or his representative. If stage is deemed unsafe, Purchaser is still obligated to pay Artist in full.

SOUND SYSTEM

21. Purchaser is to provide professional PA system at no cost to Artist. Artist reserves the right of approval of company to be used. Purchaser should contact Artist's agent for approval of company to be used.

22. Sound system is to include a minimum of twelve (12) channels with twelve (12) microphones, one vocal mike, at least three (3) monitors with separate monitor mix, and a cassette recorder to tape performance off sound board.

23. Unless otherwise specified, Artist reserves the right to a sixty (60) minute for sound checking before the public is admitted to the facility.

MAGNA ARTISTS CORP.

LIGHTING SYSTEM

24. In cases of club appearances, adequate club lighting to include a total of twenty four (24) Fresnel and Leiko instruments with adequate dimming system.
25. In cases of concerts, a minimum of two (2) Luni or Geni trees with twelve (12) one thousand (1000) watt par sixty four (64) flood lamps per tree with twelve (12) channel electronic dimmer board are required.

BAND EQUIPMENT

26. Purchaser is to provide the following band equipment in excellent working condition at no cost to Artist:

- a) Guitar Amp - one Fender Twin Reverb Amp.
- b) Bass Amp - one Ampeg SVT Bass Amp with eight or ten inch speakers.
- c) Drums - one set of drums to include one bass drum, two rack toms, two or more floor toms, one high hat, one crash cymbal, one ride cymbal, one snare drum, two bass drum pedals, one drum seat, one set of roto-toms if possible.

ABSOLUTELY NO SUBSTITUTIONS FOR THE ABOVE EQUIPMENT ARE ACCEPTABLE.

DRESSING ROOMS

27. One large, well-lit, dry dressing room with private toilet facilities and electrical outlets capable of accomodating ten (10) people is required.
28. Dressing rooms are to be lockable with the key given to Artist and not accesible to the public.
29. Dressing rooms must have:
- a) one full length mirror
 - b) twelve (12) towels
 - c) soap and hot and cold running water
 - d) ten (10) comfortable chairs

MAGNA ARTISTS CORP.

HOSPITALITY

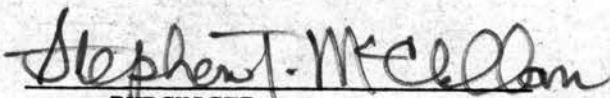
30. Purchaser will provide in dressing room, at no cost to Artist, at the time of sound check:

- a) one gallon of orange juice
- b) twelve 11 ounce bottles of Perrier
- c) twelve bottles of beer
- d) one fruit tray for five people
- e) one deli tray for five people not to include pork, with appropriate condiments.

TRANSPORTATION

31. Purchaser will provide adequate transportation to and from airport and hotel when requested by Artist.

ACCEPTED AND AGREED:


PURCHASER

Dated: 1/2/82

ACCEPTED AND AGREED:


ARTIST

Dated:

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")


 CONTRACTS DUE TO
MAGNA 1/2/82

 595 Madison Avenue, Suite 901
New York, New York 10022
Phone: (212) 752-0363


Musicians Agreement No. 5898

Bill Hahn

(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 21st day of December, 1981, 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, 29 North Seventh Street, Minneapolis, Minnesota

Name of Band or Group: AMERICAN REVELATION MUSIC PRODUCTIONS INC. FSO JAMES BLOOD ULMER

Number of Musicians: 1 + group

2. Date(s), Starting and Finishing Time of Engagement: January 13, 1982, one show at 11:00 PM
Artist to receive 100% star billing and has final approval of opening act.

3. Type of Engagement (specify whether dance, stage show, banquet, etc.): Buyer to provide sound and lights and band equipment at no cost to Artist.

4. Compensation Agreed Upon: \$ 2500.00 Flat Guarantee + equipment + internal transportation.
(Amount and Terms)
1100 seats, tickets \$5.50, GP \$1250.00

5. Purchaser Will Make Payments As Follows: \$1250 deposit due to Magna Artists Corp. by 1/2/82,
(Specify when payments are to be made)
balance due to Artist in cash prior to show on night of engagement.

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.

Sam's by Steve McTellan

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

X Stephen T. McTellan X
Signature of Purchaser (or Agent thereof)

P.O. Box 3191/Traffic Station

Minneapolis, Minnesota 55403

City State Zip Code
Tim Holmes: 612 - 375-7625

Telephone

BILL HAHN/MAGNA ARTISTS CORP./005898

Booking Agent

Agreement No.

AMERICAN REVELATION MUSIC PRODUCTIONS
INC. FSO JAMES BLOOD ULMER

Print Name of Signatory Musician Home Local Union No.

Signature of Signatory Musician
c/o Roger Trilling

Musician's Home Address
443 West 49th Street/Apartment 5E

City State Zip Code
New York, New York 10019

Telephone

Address

(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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14. Artist shall have the right to set a limit on the number of free admissions authorized by Purchaser. If Purchaser is unable to accurately determine the number of persons admitted free, the Purchaser agrees to accept as binding a reasonable estimate made by Artist's representative.

STAGING

15. Purchaser will provide a sturdy and secure stage of not less than thirty (30) feet in width, twenty (20) feet in depth, and three (3) feet in height for Artist's sole use. Artist will not perform in the round.

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SOUND SYSTEM

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22. Sound system is to include a minimum of twelve (12) channels with twelve (12) microphones, one vocal mike, at least three (3) monitors with separate monitor mix, and a cassette recorder to tape performance off sound board.

23. Unless otherwise specified, Artist reserves the right to a sixty (60) minute for sound checking before the public is admitted to the facility.

8092 N.E. Main
hr. of 694 on
Univ.

Jeff-

MAGNA ARTISTS CORP.

377-7402

Don
784-4055
Ana com
Sound

Toipe 224-7621

LaVonne 890-7288

just mms 866-3484

LIGHTING SYSTEM

24. In cases of club appearances, adequate club lighting to include a total of twenty four (24) Fresnel and Leiko instruments with adequate dimming system.

25. In cases of concerts, a minimum of two (2) Luni or Geni trees with twelve (12) one thousand (1000) watt par sixty four (64) flood lamps per tree with twelve (12) channel electronic dimmer board are required.

BAND EQUIPMENT

26. Purchaser is to provide the following band equipment in excellent working condition at no cost to Artist:

- Suburbs*
Fender
PS 300
- a) Guitar Amp - one Fender Twin Reverb Amp *\$25.00*
b) Bass Amp - one Ampeg SVT Bass Amp with eight *100 WATT* ten inch speakers.
c) Drums - one set of drums to include one bass drum, two rack toms, two or more floor toms, one high hat, one crash cymbal, one ride cymbal, one snare drum, two bass drum pedals, one drum seat, one set of roto-toms if possible.
- Acoustic 371*
2-15 Gauss
Model T KK
San column head
Trust man
25.00
18
25

ABSOLUTELY NO SUBSTITUTIONS FOR THE ABOVE EQUIPMENT ARE ACCEPTABLE.

DRESSING ROOMS

27. One large, well-lit, dry dressing room with private toilet facilities and electrical outlets capable of accomodating ten (10) people is required.

28. Dressing rooms are to be lockable with the key given to Artist and not accesible to the public.

29. Dressing rooms must have:

- a) one full length mirror
b) twelve (12) towels
c) soap and hot and cold running water
d) ten (10) comfortable chairs
- Ampeg - 4 pin Cannon*
MSC - Cannon
John - 82 6528
Casey
870-8886
Michael
823-7789

Shawn
bass bottom
GSU
MSC
690 0511
2 min
781
3341

Jody
925-1430

MAGNA ARTISTS CORP.

HOSPITALITY

30. Purchaser will provide in dressing room, at no cost to Artist, at the time of sound check:

- a) one gallon of orange juice
- b) twelve 11 ounce bottles of Perrier
- c) twelve bottles of beer
- d) one fruit tray for five people
- e) one deli tray for five people not to include pork, with appropriate condiments.

TRANSPORTATION

31. Purchaser will provide adequate transportation to and from airport and hotel when requested by Artist.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

William F. McCallum
PURCHASER

ARTIST

Dated:

1/2/82

Dated:

Jack - Following is info. for Wire
Transfer for James Blood Ulmer.
\$ 1250 deposit to:

Irving Trust Bank
575 Madison Ave.

phone # 212-922-7532.

ask for Wire Transfer Dept.

account # - 115 200 7511

Account name - Magna Artists -

Should go out today (Monday)
Thanks -
C.

Sue

Please enter a

$$\begin{array}{r} 1250 \underline{00} \\ + 7 \underline{50} \\ \hline 1257 \underline{50} \end{array}$$

wire order

Jack

ULMER

Tales from Captain Black

By Curtis Wenzel

◀ page 1

Coleman, the harmolodic concept became systematic during the early '70s in sessions between Coleman and Ulmer. Both musicians had a southern background (Coleman is from Texas; Ulmer was raised in South Carolina), and their new concept was infused with rural southern blues and R&B.

all the time. Surely this has had some impact.

I never heard nobody tryin' to play like me. I ain't never heard my record on the radio or nuthin' like that, so I don't have no opinion on what's goin' on in somebody's head.

What about the comparison people make between you and Jimi Hendrix? Do you think there's any basis



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