

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

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The Committee, Inc., 701 1st Ave. No., Minneapolis, MN 55403 OFFICE 338-8388 • Information 332-1775 • Mailing Address: P.O. Box 3191 Traffic Station

Stephen T. McClellan

Stephen T. McQ. Slam

THE ATTACHED RIDER IS HEREBY MADE PART OF THIS CONTRACT.

CONTRACTS DUE TO MAGNA BY 2/1/82.

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



Musicians Agreement No. 5898

(Form C-1)

	The state of the s					
	henever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdic-					
tio	n 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 20th day of January, 1982, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician					
or	musicians.					
	Name and Address of Place of Engagement: First Avenue, 801 First Avenue North, Minneapolis, Minnesot					
1.	Name and Address of Flace of Engagement.					
	Name of Band or Group: HUMAN SWITCHBOARD PRODUCTIONS INC. FSO HUMAN SWITCHBOARD					
	Number of Musicians: 1 + group					
2.	Date(s), Starting and Finishing Time of Engagement: February 7, 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 at no cost to Artist.					
4.	Compensation Agreed Upon: \$ 1150.00 + 65% over \$2750.00					
	(Amount and Terms)					
	Purchaser Will Make Payments As Follows: \$575.00 deposit due to Magna Artists Corp. by February 1,					
5.	Purchaser Will Make Payments As Follows:					
	1982, balance due to Artist in cash prior to show on hight 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.					
	First Avenue by Steve McClellan HUMAN SWITCHBOARD PRODUCTIONS INC.					
-	Print Purchaser's Full and Correct Name Print Name of Signatory Musician Home Local Union No.					
,	(If Purchaser is Corporation, Full and Correct Corporate Name)					
,	Signature of Purchaser (or Agent thereof) Signature of Signatory Musician					
-	c/o Chrissie Dunlap/P.O. Box 319\$/Traffic c/o Bruce Eisenberg/Magna Arists Corp.					
	Street Address Station Musician's Home Address Musician's Home Address Minneapolis, Minnesota 55403 Station 595 Madison Avenue, New York, N.Y. 10022					
-	City State Zip Code City State Zip Code					
-	612 - 338-8388 212 - 752-0363 Telephone Telephone					
	BILL HAHN/MAGNA ARTISTS CORP./005898					
	Desiring Agent 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 according to the Rules of Practice and Procedure of the Rules 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 Secretarying to Rules adopted by the Local Union. A copy of the IEB Rules of the Rules of the Local Union may be obtained from the Treasurer of the Federation in New York City, New York. A copy of the Rules of the Local Union and binding upon 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).

the Furchaser 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 appropriate courts of the State of New York for that purpose. Should a court of competent jurisdiction in New York confirm or appropriate courts of the State of New York for that purpose. Should a court of competent jurisdiction in New York confirm or appropriate courts of the State of New York for that purpose. Should a court of competent jurisdiction in New York confirm or appropriate courts of the State of New York for that purpose. Should a court of competent jurisdiction in New York confirm or appropriate courts of the State of New York; and the Purchaser and participating musician(s) expressly agree that the prevailing enter judgment upon an award of the IEB, the Purchaser and participating musician(s) expressly agree that the prevailing enter judgment upon an award of the IEB only in the appropriate courts of the support of competent jurisdiction in New York confirm or appropriate courts of the support of competent jurisdiction in New York confirm or appropriate courts of the support of competent jurisdiction in New York confirm or appropriate courts of the support of competent jurisdiction in New York confirm or appropriate courts of the support of competent jurisdiction in New York confirm or appropriate courts of the jurisdiction in New York confirm or appropriate courts of the jurisdiction in New York confirm or appropriate courts of the jurisdiction in New York confirm or appropriate courts of the jurisdiction in New York confirm or appropriate courts of the ju

(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 a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and a Procedure of the IEB. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall 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 be final and binding upon the Purchaser and participating musician(s).

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 Purchaser and participating musician(s) agree to submit to the jurisdiction of the Local Union is located confirm or enter judgment court of competent jurisdiction of the jurisdiction in which the office of the Local Union is located confirm or enter judgment court of competent jurisdiction, or of the IEB made on appeal, the Purchaser and participating musician(s) expressly agree 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 that the prevailing party in the amount of ten percent (10%) of the award plus court costs therefor.

incurred in enforcing the award in the amount of ten percent (1076) of the award plus scale and in the award in the amount of ten percent (1076) of the award plus scale are consistent of the (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 pendency of a claim or dispute or to initiate a court action to confirm, enter judgment upon, or enforce an arbitration award pendency of a claim or dispute or to initiate a court action to confirm, enter judgment upon, or enforce an arbitration award pendency of a claim or dispute or to initiate a court action to confirm, enter judgment upon, or enforce an arbitration award pendency of a claim or dispute or to initiate a court action to confirm, enter judgment upon, or enforce an arbitration award pendency of a claim or dispute or to initiate a court action to confirm, enter judgment upon, or enforce an arbitration award pendency of a claim or dispute or to initiate a court action to confirm, enter judgment upon, or enforce an arbitration award pendency of a claim or dispute or to initiate a court action to confirm, enter judgment upon, or enforce an arbitration award pendency or enforce an arbit

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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-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 P
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Bob Pfeifer		24		26	
Myrna Marcarian		24			
Ron Metz		24		1	
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RIDER TO AGREEMENT DATED BETWEEN HUMAN SWITCHBOARD PRODUCTIONS, INC. f/s/o HUMAN SWITCHBOARD (hereinafter referred to as Artist) and first Avenue by Seve Mc (lellan (hereinafter referred to as Purchaser) for the engagement at Minneapolis, Minnesota on 2 (7/8)

The conditions of the rider are essential to the contract unless otherwise negotiated. In the event of the breach by Purchaser of any of the terms or conditions of this contract, Artist shall not be required to perform here-under, and Employer shall pay Artist the full amount of the fixed payments required to be made to Artist hereunder as liquidated damages for Employer's breach.

EQUIPMENT

1) All equipment is subject to approval of road manager/artist.

2) We reserve the right to sdd or delete equipment as necessary. 3) If equipment does not meet specifications or is not considered adequate for performance by Road Manager/Artist, Employer agrees to rent at that time acceptable equipment at no expense to Artist.

4) Buyer to provide at no cost to Artist a high quality professional

sound system to minimally include:

4 monitors (w/2 separate mixes minimally)

16 channel board

16 high quality microphones (e.g. Shure SM-58, Sennheiser 421 (1), Beyer M500.)

2 high quality direct boxes (preferably Sescom)

14 mike stands(to include at least 3 booms, 1 straight, and 1 desk top for bass drum.)

An adequate snake and adequate chords plus power to adequately cover the hall.

1 6'x6' carpet for drums.

5) In the event that suitable power service or p.a. equipment is not available, the purchaser will be held responsible for any damage which may result from the faulty operation of said p.a. or power to Artists own equipment.

6) Employer will provide one experienced sound technician familiar with the equipment being used to set-up, sound check and assist

operation of sound system during show.

7) One lighting technician to gel, focus, and operate stage lighting

and house lights.

8) Employer shall provide a minimum of one stagehand to assist the Road Manager/Artist in unloading the equipment and to be available at the completion of the performance to assist the Road Manager/ Artist in reloading the equipment, and to assist in any moving of equipment between sets.

9) The stage must be level and well-supported, with no give or bounce.

Accounting

- Employer is allowed 25 complementary tickets for each show, for distribution and if required 15 complementary tickets will be available for Artist's use. Employer agrees to supply the proper radio, television, record store and newspaper personnel with complementary ticket's from Employer's above-mentioned allotment.
- 2) Artist or Artists representative shall have the right to be present at all box offices and doors on the date of performance and to examine the books and records of receipts and admissions at any time thereafter.
- 3) Percentage payments provided for hereunder shall be accompanied with complete and accurate written statements from the Employer signed, certified and guaranteed by Employer.
- 4) Any tickets not accounted for shall be treated as sold at full price.

SOUNDCHECK

- Artist shall be guaranteed a 60 minute soundcheck after set-up
 If an adequate sound check is not provided for, Artist reserves
 the right, without any liability to terminate this contract and
 cancel the performance and the Employer shall be obligated to
 pay Artist full contractual price.
- 2) No one with the exception of Employer's help and those persons designated by Artist shall be allowed entrance to club during Artist's soundcheck.

DRESSING ROOMS

- 1) Employer shall provide a clean, comfortable and private dressing room for use by ten people. The room will be clean, dry, well lit, heated or air conditioned with easy access to clean and preferably private bathroom which should be supplied with soap and towels. Employer shall be responsible for the security of the items in the dressing room and shall keep unauthorized persons from entering said area.
- 2) One 15 amp circuit in groups dressing room, 117 volts 60 cyle AC.

PARKING

 Employer shall arrange and provide nearby, preferably adjacent to the place of performance, a well lit parking space that can easily accommadate two vans. Employer shall be solely responsible for the security of the vehicles and their contents from time of their arrival at the site of the performance until the end of the performance.

BILLING

- Artist shall receive 100% star billing in any and all publicity releases, paid advertisements including and without limitation to programs, flyers, newspaper ads, lobby boards, tickets and marquees.
- If Artist is to headline the show, he/she shall have the right of approval of other acts to appear on the bill.
- If Artist is not headlining, Artist is to appear on all publicity releases, paid advertisements including and without limitation to programs, flyers, newspaper ads, lobby boards, tickets and marquees.
- 4) If Artist is headlining, Artist need not move drums and backline amps (i.e. only move the organ) for opener(s) if so desired by Artist between sets.

Employer shall provide in the dressing room at soundcheck:

one deli platter (assorted cold cuts and cheeses (not processed) whole wheat or rye bread

mixed fruits and vegetables

hot coffee and tea (to be refilled on request until one hour after performance)

three quarts of fruit juice (orange and grapefruit only bottled Tropicana preferred)

one pitcher of coke or pepsi(to be refilled on request until one hour after performance) bottled or tap-no cans

one medium size jar of honey

Twelve beers-Heineken, Becks etc. preferred-no cans

one fifth of Remy Martin or Courvoisier V.S.O.P.

one fifth of Smernoff(blue) vodka or vodka of comparable quality one lemon

Adequate amount of ice for aforementioned beverages one bottle of dry (Bordeux) white or red wine of good quality

Misc.

1) Artist/Road Manager shall have authority to authorize admittance or rejection of any person backstage.

2) No recording, audio or video equipment shall be engaged or brought into the club without the express written consent of Artists or

Artists representative.

3) In the event that Artist is unable to perform due to physical injury or sickness, Artist shall not be required to perform and all monies paid by Employer to Artist or Artists agent shall be refunded and this contract null and void with no obligations as to future performances. In the event of civil disorder which could jeoperdize the well-being of Artist or Artists equipment and property, Artist reserves the right to cancel said engagement without liability.

THE ATTACHED RIDER IS HEREBY MADE PART OF THIS CONTRACT.



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

CONTRACTS DUE TO MAGNA BY 2/1/82.

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



Musicians Agreement No. 5898

(Form C-1)

	henever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdic- 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 $20th$ day of January, 19 $\frac{82}{}$, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician
or	musicians.
1.	Name and Address of Place of Engagement: First Avenue, 801 First Avenue North, Minneapolis, Minnesot
	Name of Band or Group: HUMAN SWITCHBOARD PRODUCTIONS INC. FSO HUMAN SWITCHBOARD Number of Musicians: 1 + group
2.	Date(s), Starting and Finishing Time of Engagement: February 7, 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 at no cost to Artist.
4.	Compensation Agreed Upon: \$ 1150.00 + 65% over \$2750.00
	(Amount and Terms)
	Purchaser Will Make Payments As Follows: \$575.00 deposit due to Magna Artists Corp. by February 1,
5.	Purchaser Will Make Payments As Follows:
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. HUMAN SWITCHBOARD PRODUCTIONS INC.
	FSO HUMAN SWITCHBUARD
,	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.
7.7	Signature of Purchaser (or Agent thereof) C/O Chrissie Dunlap/P.O. Box 3191/Traffic c/O Bruce Eisenberg/Magna Arists Corp.
	Street Address Minneapolis, Minnesota 55403 Station Musician's Home Address 595 Madison Avenue, New York, N.Y. 1002
	City State Zip Code City State Zip Code 612 - 338-8388 212 - 752-0363
•	Telephone Telephone BILL HAHN/MAGNA ARTISTS CORP./005898
	Booking Agent Agreement No. Address

(d) This contract, and all arbitration proceedings conducted hereunder, shall be governed by and enforced under the laws of the (d) This contract, and an arbitration proceedings conducted hereunder, shan be governed by and enforced under the laws of All 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 the Rules of Practice and Proceedings Conducted by the Local Union shall be conducted according to the Rules of Practice and Proceedings Conducted by the Local Union shall be conducted according to the Rules of Practice and Proceedings Conducted by the Local Union shall be conducted according to the Rules of Practice and Proceedings Conducted by the Local Union shall be conducted according to the Rules of Practice and Proceedings Conducted by the Local Union shall be conducted according to the Rules of Practice and Proceedings Conducted according to the Rules of Practice and Proceedings Conducted according to the Rules of Practice and Proceedings Conducted according to the Rules of Practice and Proceedings Conducted according to the Rules of Practice and Proceedings Conducted according to the Rules of Practice and Proceedings Conducted according to the Rules of Practice and Proceedings Conducted according to the Rules of Practice and Proceedings Conducted according to the Rules of Practice and Proceedings Conducted according to the Rules of Practice and Proceedings Conducted according to the Rules of Practice and Practice and Proceedings Conducted according to the Rules of Practice and P ing 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 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 enter judgment upon an award of the IEB, the Purchaser and participating musician(s) expressly agree to studing to the Judgment upon a ward of the IEB, the Purchaser and participating musician(s) agree to studing to the judgment of the state of New York confirm or appropriate courts of the state of New York for that purpose. Should a court of competent jurisdiction in New York confirm or appropriate courts of the State of New York for that purpose. Should a court of competent jurisdiction in New York confirm or appropriate courts of the State of New York for that purpose. Should a court of competent jurisdiction in New York confirm or appropriate courts of the State of New York for that purpose. Should a court of competent jurisdiction in New York confirm or appropriate courts of the State of New York for that purpose. Should a court of competent jurisdiction in New York confirm or appropriate courts of the State of New York for that purpose. 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 first and binding upon the Procedure of the IEB. 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 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 court of competent jurisdiction of the jurisdiction in which the office of the Local Union is located confirm or enter judgment court of the Local Union, or of the IEB made on appeal, the Purchaser and participating musician(s) expressly agree upon an award of the Local Union, or of the IEB made on appeal, the Purchaser and participating musician(s) expressly agree to that the prevailing party in the arbitration award shall be additionally entitled to judgment for reasonable attorneys' fees 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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Names of All Musicians	Local Union No.	U.S. Social Security Numbers	Direct Pay
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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 precision(a). 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 effice or place of business. 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

Names of All Musicians	Local Union No.	U.S. Social Security Numbers	Birect Pay
Bob Pfeifer	24		\$
Myrna Marcarian	24		
Ron Metz	24		
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		35	
	-	88 .	
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RIDER TO AGREEMENT DATED BETWEEN HUMAN SWITCHBOARD PRODUCTIONS, INC. f/s/o HUMAN SWITCHBOARD (hereinafter referred to as Artist) and first Avenue by Seve Mc (lellan (hereinafter referred to as Purchaser) for the engagement at Minneapolis, Minnesota on 2 (7/8)

The conditions of the rider are essential to the contract unless otherwise negotiated. In the event of the breach by Purchaser of any of the terms or conditions of this contract, Artist shall not be required to perform here-under, and Employer shall pay Artist the full amount of the fixed payments required to be made to Artist hereunder as liquidated damages for Employer's breach.

EQUIPMENT

All equipment is subject to approval of road manager/artist.

2) We reserve the right to add or delete equipment as necessary. 3) If equipment does not meet specifications or is not considered adequate for performance by Road Manager/Artist, Employer agrees to rent at that time acceptable equipment at no expense to Artist.

4) Buyer to provide at no cost to Artist a high quality professional

sound system to minimally include:

4 monitors (w/2 separate mixes minimally)

16 channel board

16 high quality microphones (e.g. Shure SM-58, Sennheiser 421 (1), Beyer M500.)

2 high quality direct boxes (preferably Sescom)
14 mike stands(to include at least 3 booms, 1 straight, and 1 desk top for bass drum.)

An adequate snake and adequate chords plus power to adequately cover the hall.

1 6'x6' carpet for drums.

5) In the event that suitable power service or p.a. equipment is not available, the purchaser will be held responsible for any damage which may result from the faulty operation of said p.a. or power to Artists own equipment.

6) Employer will provide one experienced sound technician familiar with the equipment being used to set-up, sound check and assist

operation of sound system during show.

7) One lighting technician to gel, focus, and operate stage lighting

and house lights.

8) Employer shall provide a minimum of one stagehand to assist the Road Manager/Artist in unloading the equipment and to be available at the completion of the performance to assist the Road Manager/ Artist in reloading the equipment, and to assist in any moving of equipment between sets.

The stage must be level and well-supported, with no give or bounce.

Accounting

- Employer is allowed 25 complementary tickets for each show, for distribution and if required 15 complementary tickets will be available for Artist's use. Employer agrees to supply the proper radio, television, record store and newspaper personnel with complementary ticket's from Employer's above-mentioned allotment.
- 2) Artist or Artists representative shall have the right to be present at all box offices and doors on the date of performance and to examine the books and records of receipts and admissions at any time thereafter.
- 3) Percentage payments provided for hereunder shall be accompanied with complete and accurate written statements from the Employer signed, certified and guaranteed by Employer.
- 4) Any tickets not accounted for shall be treated as sold at full price.

SOUNDCHECK

- Artist shall be guaranteed a 60 minute soundcheck after set-up
 If an adequate sound check is not provided for, Artist reserves
 the right, without any liability to terminate this contract and
 cancel the performance and the Employer shall be obligated to
 pay Artist full contractual price.
- No one with the exception of Employer's help and those persons designated by Artist shall be allowed entrance to club during Artist's soundcheck.

DRESSING ROOMS

- 1) Employer shall provide a clean, comfortable and private dressing room for use by ten people. The room will be clean, dry, well lit, heated or air conditioned with easy access to clean and preferably private bathroom which should be supplied with soap and towels. Employer shall be responsible for the security of the items in the dressing room and shall keep unauthorized persons from entering said area.
- 2) One 15 amp circuit in groups dressing room, 117 volts 60 cyle AC.

PARKING

 Employer shall arrange and provide nearby, preferably adjacent to the place of performance, a well lit parking space that can easily accomadate two vans. Employer shall be solely responsible for the security of the vehicles and their contents from time of their arrival at the site of the performance until the end of the performance.

BILLING

- 1) Artist shall receive 100% star billing in any and all publicity releases, paid advertisements including and without limitation to programs, flyers, newspaper ads, lobby boards, tickets and marquees.
- If Artist is to headline the show, he/she shall have the right of approval of other acts to appear on the bill.
- 3) If Artist is not headlining, Artist is to appear on all publicity releases, paid advertisements including and without limitation to programs, flyers, newspaper ads, lobby boards, tickets and marquees.
- 4) If Artist is headlining, Artist need not move drums and backline amps (i.e. only move the organ) for opener(s) if so desired by Artist between sets.

Employer shall provide in the dressing room at soundcheck:

one deli platter (assorted cold cuts and cheeses (not processed) whole wheat or rye bread

mixed fruits and vegetables

hot coffee and tea (to be refilled on request until one hour after performance) '

three quarts of fruit juice (orange and grapefruit only bottled Tropicana preferred)

one pitcher of coke or pepsi(to be refilled on request until one hour after performance) bottled or tap-no cans

one medium size jar of honey

Twelve beers-Heineken, Becks etc. preferred-no cans

one fifth of Remy Martin or Courvoisier V.S.O.P. one fifth of Smernoff(blue) vodka or vodka of comparable quality one lemon

Adequate amount of ice for aforementioned beverages one bottle of dry (Bordeux) white or red wine of good quality

Misc.

1) Artist/Road Manager shall have authority to authorize admittance or rejection of any person backstage.

2) No recording, audio or video equipment shall be engaged or brought into the club without the express written consent of Artists or Artists representative.

3) In the event that Artist is unable to perform due to physical injury or sickness, Artist shall not be required to perform and all monies paid by Employer to Artist or Artists agent shall be refunded and this contract null and void with no obligations as to future performances. In the event of civil disorder which could jeoperdize the well-being of Artist or Artists equipment and property, Artist reserves the right to cancel said engagement without liability.

Misc.(continued)

All questions regarding HUMAN SWITCHBOARD should be directed to Bruce Eisenberg, Magna Artists Corp.

595 Madison Ave.
New York, N.Y. 10022
212/752-0363

ACCEPTED AND A	GREED	ACCEPTED AND AGREED		
PURCHASER		ARTIST		
DATE		DATE		
	$\uparrow \uparrow \uparrow \uparrow$ —	ge Plot ENCE		
BASS (no vocal)		TAR cal)	ORGAN (vocal) (no extra mikes needed,no syn.)	
Bass	guitar amp	DRUMS (no vocal) 1 Bass Drum 1 Floor Tom 1 Rock Snare 1 Hi-Hat 2 Cymbals	organ	

HUMAN SWITCHBOARD who's landing in my hangar?

Dear Music Absorber:

Human Switchboard have had much praise heaped upon them mainly because what they do they do well. It's called rock-n-rock and Human Switchboard have found a most refreshing, bright, and energetic way of doing it. Critics from all major music publications have only the kindest and optimistic words:

... "Quite simply one of the finest rock bands in this or any country."

Michael Shore Soho Weekly News

... among the best new rock bands in the U.S."

Robert Palmer

N.Y. Times

... "One of America's best bands."

Ira Kaplan Soho Weekly News

ABOUT THE BAND:

The band that has everyone screaming comes from the heartlands of America. Human Switchboard have been together for 3 years playing extensively in the Midwest and East Coast and building up a very substantial following. In New York City, they headlined at Hurrah, the Peppermint Lounge, Danceteria, and CBGB.

They are:

Robert Pfeifer - guitar, vocals Myrna Marcarian - organ, vocals Ron Metz - drums Steve Calabria - bass

Past independent releases for Human Switchboard include 2 singles, an EP and a live limited pressing bootleg LP. They're persistant all right. Human Switchboard inject a fresh new look and sound in very fragmented American rock-n-roll scene. Finally, after long wait, Faulty Products is releasing what will prove to be one of the most talked about records of the year. It's called "Who's Landing in My Hangar?" It's from HUMAN SWITCHBOARD and we dare you to ignore it.

Best regards,

Scott Epstein
Director of Publicity

Faulty Products

Contact: Scott Epstein (213) 469-1449

Robert Pfeifer (216) 932-4418

Pop: The Human Switchboard

Rock has its obsessive structuralists and its advocates of explosive, anarchic intensity, but much of the best ing is the glue that holds the music to-

rock creates and exploits tensions be-

tween these two extremes. The Human

Switchboard, a quartet from Kent.

gether. The band's distinctively choppy

rhythms are provided by Ron Metz.

drums, and Doug Morgan, bass.



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