



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

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BURCK PRODUCTIONS
1016 EAST 25th STREET
MINNEAPOLIS, MN 55404
(612) 827-2601

CONTRACT

Attraction The Crash St. Kids

Contract No. _____

THIS CONTRACT for personal services of musicians on the engagement described below, made this 22 three day of March 19____, between the undersigned Purchaser of Music (herein called "Employer") and _____ musicians, whose names are listed below.
(including leader)

The musicians are engaged severally on the terms and conditions on the face hereof. The leader represents that the musicians already designated have agreed to be bound by said terms and conditions. Each musician yet to be chosen, upon accepting by the leader and the employer shall be bound by said terms and conditions. Each musician may enforce this agreement. The musicians severally agree to render services under the undersigned leader.

1. Place of Engagement WHEATZMAN First Avenue - Main Room - Mpls, MN 338-8388
2. Date(s), Engagement April 12, 1982 Monday only 9:30 PM to 10:20 - 1 forty minute set
Opening for the Red Hookers - Club to provide PA and Lights
Band to have access to dressing room facilities
3. Type of Engagement Dance
4. Wage Agreed Upon \$100.00 Total in cash on completion of engagement
(Terms and Amount)

This wage includes expenses agreed to be reimbursed by the employer in accordance with the attached schedule, or a schedule to be furnished the Employer on or before the date of engagement.

5. Employer will make payments as follows: Total immediately upon completion of engagement. Payment to be made weekly if contract extends beyond one week.

Band to be billed as "Special Guests - The Crash St. Kids"

Additional Terms and Conditions appear on reverse side

PERSONAL GUARANTY

As a condition of this agreement, in consideration therefore the undersigned hereby jointly and severally guarantees payment by employer of all obligations of employer arising under this agreement.

Band to pay _____ %

SIGN HERE: →

Steve McClellan/ First Avenue

Print Employer's Name

Signature of Employer (MUST BE OVER 18)

Print Street Address

City

State

Zip Code

Telephone

Names of Musicians

Leader

Gary Snow/ The Crash St. Kids

Print Leader's Name

Local No.

Signature of Leader

Leader's Home Address

City

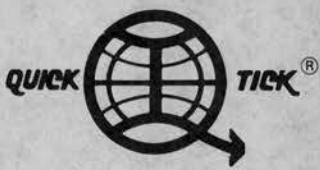
State

Zip Code

Michael T. Burck, Agent

ADDITIONAL TERMS AND CONDITIONS

6. Upon notice to the Employer by the undersigned agent, the Employer shall deduct agent's fee before paying Leader and forward said fee to agent directly.
7. Employer shall forward agent's fee weekly if deducted.
8. The Musicians are retained by Employer only for the purposes and to the extent set forth in this Agreement, and Musicians' relationship to Employer during the period of their engagement shall be that of independent contractors and not that of employees of Employer for any purpose whatsoever. Musicians are responsible for payment of all monies to Federal and State government agencies and unemployment compensation insurance.
9. The Employer and Leader for himself and his agent and for all musicians agree that no member or group is permitted to solicit any place of business for a return engagement for a period of six months from which they originally played under an agent's contract, unless they include the booker's fee on the contract and the booker shall receive his fee on the contract.
10. In accordance with the laws of the State of Minnesota, the parties will submit every claim, dispute, controversy or difference involving the musical services arising out of or connected with this contract and the engagement covered hereby for a determination shall be conclusive, final and binding upon the parties. In connection with the foregoing, the parties do hereby consent to the jurisdiction of the District of Minnesota, Forth Division.
11. Representatives of the musician's agent will have access to the place of performance (except to private residences) for the purpose of conferring with musicians.
12. 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 agent and the Leader relating to and permitting such recording, reproduction or transmission.



CERTIFIED STATEMENT
OF TICKETS PRINTED
FOR



FIRST AVENUE
P.O. BOX 3191
TRAFFIC STATION
MINNEAPOLIS

MN 55403

THE RED ROCKERS
FIRST AVENUE
MINNEAPOLIS

MN

CUSTOMER NO. 001756

DATE MAR 31, 1982

OUR JOB NO. 79544

1 SET(S) OF GENERAL ADMISSION TICKETS PRINTED FOR:

MONDAY

APRIL 12, 1982

DOORS OPEN 8:00 PM

EACH SET FOR THE ABOVE PERFORMANCE(S) IS DIVIDED AS FOLLOWS:

1-500 GENERAL ADM. \$2.00 DARK BLUE

500 TOTAL TICKETS 1 SET

500 TOTAL TICKETS ALL SETS

NOTE:

SIX COPIES OF THIS CERTIFIED STATEMENT ARE PREPARED:

COPY No. 1-Shipped
with tickets to Agent FIRST AVENUE

COPY No. 2-Shipped
with tickets to Agent FIRST AVENUE

COPY No. 3-Mailed
separately to: CUSTOMER WITH INVOICE

COPY No. 4-Mailed
separately to: FIRST AVENUE
MINNEAPOLIS MN

COPY No. 5-QUICK TICK Manifest File 036GA

COPY No. 6-QUICK TICK Job File 79544

The above is a true account of tickets printed by us for the customer designated under their order.

QUICK TICK INTERNATIONAL, INC.

2530 DUNSTAN
HOUSTON, TEXAS 77005
PHONE 713-526-7174
1-800-231-6144

By: Bernard S. Beaman Jr.
BERNARD S. BEAMAN, JR.

Notary Public in and for Harris County, Texas
My Commission Expires May 10, 1984



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P.O. BOX 3191
TRAFFIC STATION
MINNEAPOLIS

MN 55403

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MINNEAPOLIS

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FIRST AVENUE
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BERNARD S. BEAMAN, JR.

Notary Public in and for Harris County, Texas
My Commission Expires May 10, 1984

G220



Cricket Talent & Booking Inc.

Suite 1416, 250 West 57th Street,
New York, NY 10019

Telephone: (212) 977 9806
Telex: 225505 CRIK UR

Agreement made this 16th day of MARCH, 19 82

between RED ROCKERS

(hereinafter referred to as "ARTIST")

and STEVE McCELLAN

(hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the ARTIST and the ARTIST hereby agrees to perform the engagement hereinafter provided, subject to clearance (see Reverse) upon all of the terms and conditions herein set forth, including those hereof entitled "Additional Terms and Conditions".

1. Date(s) of Engagement: APRIL 12, 1982

***ARTIST TO PERFORM ONE (50) MINUTE SET

***ARTIST TO RECEIVE 100% SOLE STAR BILLING & TO CLOSE SHOW

***PURCHASER TO PROVIDE & PAY FOR FIRST CLASS SOUND & LIGHTS

2. Place of Engagement: FIRST AVENUE

Exact Address: 29 NORTH X 7th St. MINNEAPOLIS MINN.

3. Hours of Engagement: TBA

**BIDER(S) ATTACHED HERETO IS (ARE) HEREBY
MADE PART OF THIS CONTRACT**

4. Rehearsal(s): TBA

5. Full Price Agreed Upon: FIVE HUNDRED DOLLARS GUARANTEE FLAT
(\$500.00G)

All payments shall be paid by certified check, money order, bank draft or cash as follows:

(a) \$ 250.00 shall be paid by PURCHASER to and in the name of ARTIST'S agent, CRICKET
not later than IMMEDIATELY

(b) \$ 250.00 shall be paid by PURCHASER to ARTIST not later than
NIGHT OF ENGAGEMENT PRIOR TO SHOW

(c) Additional payments, if any, shall be paid by PURCHASER to ARTIST not later than _____

PURCHASER shall first apply any and all receipts derived from the engagement herein to the payments required hereunder:

All payments shall be made in full without any deductions whatsoever.

6. Scale of Admission: \$2/CAP: 1200 GROSS BOX OFFICE RECEIPTS ~~\$1200~~ \$2400

Return all signed copies to agent:
CRICKET

RED ROCKERS (ARTIST)

By _____

STEVE McCELLAN (PURCHASER)

By Stephen McCellan

Address: P.O. BOX 3191 TRAFFIC STATION
MINNEAPOLIS, MINN. 55403

Phone: (612) 338-8388

The above signatures confirm that the parties have read and approve each and all of the "Additional Terms and Conditions" set forth on the reverse side hereof.

ADDITIONAL TERMS AND CONDITIONS

The parties hereto acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

1. PURCHASER agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST, at rehearsals therefor, including a suitable theatre, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in number and quality required by ARTIST and comfortable, lighted dressing rooms; all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including scenery, properties and baggage); all lights, tickets, house programs, all licenses (including musical performing rights licenses); special police, ushers, ticket sellers for advance or single sales (wherever sales take place), ticket takers; appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expense in connection therewith. PURCHASER agrees to pay all amusement taxes. PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services and personnel to be furnished by PURCHASER and by ARTIST. PURCHASER agrees to furnish all necessary material and to promptly comply with ARTIST'S directions to arrange the stage decor and settings for the performances hereunder. In addition to those musicians, if any, to be furnished by either ARTIST or PURCHASER pursuant to any other provision hereof, PURCHASER agrees to furnish at its sole expense such musicians, including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and rehearsals therefor; ARTIST shall have the right to name the local music contractor and to approve the choice of musicians hired locally. The following Special Props and Lighting required by ARTIST shall be furnished by PURCHASER at PURCHASER'S sole expense. See Rider which is incorporated herein:

a. This contract is contingent upon and subject to approval and clearance of U.S. Immigration and Naturalization Service and the Department of Labor.

2. ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.

3. PURCHASER shall not have the right to broadcast or televise, photograph or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable to whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof, or otherwise. The person executing this agreement on PURCHASER'S behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.

4. PURCHASER agrees that the ARTIST shall receive top billing in 100% type in all advertising and publicity issued by or under the control of the PURCHASER in regard to the engagement hereunder.

5. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST. Free admissions, if any, (except to local press) shall be subject to ARTIST'S prior written approval. In the event that payment to ARTIST shall be based in whole or in part on receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted to and approved by ARTIST in writing before tickets are ordered or placed on sale; (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance within two hours following such performance; and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office records of PURCHASER relating to gross receipts of this engagement only.

6. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER does not perform fully all of its obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to ARTIST for damages in addition to the compensation provided herein.

7. This constitutes the sole, complete and binding agreement between the parties hereto. CRICKET acts only as agent and manager for ARTIST and assumes no liability hereunder.

8. ARTIST shall have the sole and exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at, the performance(s) hereunder and the receipts thereof shall belong exclusively to ARTIST.

9. This agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This agreement shall be construed in accordance with the laws of the State of New York. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

10. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in New York, New York in accordance with the rules and regulations then obtaining of the American Arbitration Association governing three-member panels. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.



Cricket Talent & Booking Inc.

Suite 1416, 250 West 57th Street,
New York, NY 10019

Telephone: (212) 977 9806

Telex: 225505 CRIK UR

RED ROCKERS RIDER:

THE RED ROCKERS REQUEST THE USE OF THE FOLLOWING:

- 10 Channel Board Minimum, with accompanying mics and stands
- 1 Echoplex unit
- 1 First Class Sound System
- 1 First Class Lighting System
- 4 Monitors (floor)

FOOD:

- 1 Deli Tray, Assorted Meats, Cheeses, bread, etc. or one (1) Hot Meal for six (6)
- 1 Case of Imported Beer

SUPPORT TALENT:

If possible, the Red Rockers would prefer there be an opening act.