



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

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**FIRST AVENUE & 7th St entry**  
**The Downtown Danceteria**  
1st Avenue North & 7th Street, Mpls.

The "stats" for the WAR concert on Monday, June 28th, 1982:

Paid admissions:

208 pre-sale tickets at \$5.50 per ticket-----	\$1,144.00
236 tickets at the door at \$7.00 -----	\$1,652.00
2 tickets at door at \$5.50 (after 11:30PM)-----	\$ 11.00
16 tickets at the door at \$4.00 (after 11:45PM)-----	\$ 64.00
8 tickets at the door at \$2.00 (during encore)-----	\$ 16.00
6 tickets at the door at \$1.00 (after show)-----	\$ 6.00
<u>Total: 476 paid admissions -----</u>	<u>\$2,893.00</u>

Promotional Giveaway and Complementary Tickets:

41 club and employee complementary passes  
44 KMOJ RADIO promotional giveaways and staff  
20 KFAI Radio promotional giveaways and staff  
8 WWTC Radio promotional giveaways (no staff)  
111 retail record and in-club promotional giveaways  
38 media complementary passes  
24 band(s) complementary passes

286 total complementary and promotional passes

762 total number of people

Stephen T. McClellan





FIRST AVENUE

PRE SALE

ARTIST War

DATE 6-28-82

TICKET PRICE 5.50 Pr  
7.00 Dm

SOURCE      TICKET #      SOLD      RETURN      \$

The Wax      301-600      19      281      104.50

Club      201-300      14      86      77.00

Dayfolk      101-200      26      74      143.00

Hot Luck      001-100      100      8      550.00

\_\_\_\_\_ 601-700      49      51      269.50

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TOTAL      700      208      492      1144.00

FIRST AVENUE

DOOR SALES

ARTIST

War

DATE \_\_\_\_\_

6-28-82

TICKET PRICE

2.50

TICKET #

NO. SOLD

TOTAL

127-200

74

160

245-300

86

249

312-400

89

32/

404-475

72

34/3

479-500

22

418

501-575

25

441

578-600

15

492

650-700

51

592

201-800

185

692

801-900

102

792

901-1000

155

892

1001-1100

100

992

1101-1200

100



# FIRST AVENUE & 7th St entry

The Downtown Danceteria

1st Avenue North & 7th Street, Mpls.

## MUSIC

• **War:** This band's cosmically conscious strain of goodtime R&B was absent from the airwaves for several years. But recent-



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**WAR**



**RCA**  
Records and Tapes 



**CERTIFIED STATEMENT**  
OF TICKETS PRINTED  
FOR



FIRST AVENUE  
P.O. BOX 3191  
TRAFFIC STATION  
MINNEAPOLIS

MN 55403

WAR  
FIRST AVENUE  
MINNEAPOLIS

MN

CUSTOMER NO. 001756 DATE JUNE 17, 1982 OUR JOB NO. 02400

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

MONDAY JUNE 28, 1982

DOORS OPEN 8:00 PM

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

1-200 COMPLIMENTARY \$0.00 GOLD

200 TOTAL TICKETS 1 SET

200 TOTAL TICKETS ALL SETS

**NOTE:**

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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 02400

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

WAN 6/28/82

KMOJ CONTEST WINNERS

NAME	ADDRESS	CITY	STATE	ZIP	PHONE #	AGE	CONTEST DATE	ITEM WON
Tracy KNIGHT ✓	1405 Plymouth	Mpls.	MN		588-0364	19		
Tina Henderson ✓	1328 Russell	"	"		521-2553	41		
Naomi Bowers ✓	1309 10 <sup>th</sup> St. NW	"	"		636-3713	21		
Charlene Larkin ✓	6308 Boone Ave	Brooklyn Park			537-0695	27		
Beverly Price ✓	4932 4 <sup>th</sup> Ave. So <del>1254 Glenwood</del>	Mpls.	MN		374-2530 <del>825-4700</del>			
Tim BRADLEY ✓	1400 Queen	"	"		588-0332	25		
Wayne Brown ✓	28 N. 15 <sup>th</sup> St.	"	"		340-2267	20		
STAN HALE ✓	126 N. 3 <sup>rd</sup> St.	Mpls.	MN		332-9135	30		
Rosemary Richardson ✓	2830 Delaware	"	"		379-8812	19		
Anna Washington ✓	1134 4 <sup>th</sup> Av.	"	"		377-4140	22		
Lynn Melton ✓	2809 Fremont	"	"		872-0567	26		
Ernestine <sup>WALTON</sup> <del>WALTON</del> ✓	NO ADDRESS	"	"		374-5606	29		
DAVID BROWN ✓	" "	"	"			22		

WAR 6/28/82

KMOJ CONTEST WINNERS

NAME	ADDRESS	CITY	STATE	ZIP	PHONE #	AGE	CONTEST DATE	ITEM WON
Kimberly Washington ✓ Brandy Johnson ✓	422 KNOX 1717 5 <sup>th</sup> AV. N.	MPLS.	MN.		377-8102 374-9586	20		
RAYNI OMAR ✓	154 W. 31	"	"		827-4898	20		
BRENDA ANDERSON ✓	1925 GLENWOOD	"	"		377-1058	22		
TALISA ELLIOTT ✓	1247 St. Anthony	ST. PAUL	"		646-7607	23		
BERRY ALEXANDER ✓	1240 THOMAS	MPLS.	"		529-5766	20		
HERBERT WARE ✓	1317 NEWTON	"	"		521-4894	31		
ALEX DOMINGUEZ ✓	1600 JAMES	"	"		529-0883	30		
TERRY WHITSON ✓	722 MORGAN	"	"		377-7326	24		
JEFF BYRD ✓	1226 MARQUETTE	"	"		872-0265	20		
MARSAL RICHARDSON ✓	1017 PARK AVE.	"	"		370-0849	22		
MS. DARGY PETERSON ✓	1309 10 <sup>th</sup> ST. N.W.	"	"		636-3713			
RICK WILLIAMS	1801 PENN	"	"		379-8812	19		
LORI ZURN	2332 STEVENS	"	"			20		



Guest List for KMOJ STAFF  
to WAR 6/28/82

1. Olivia Ramey ✓
2. Tony Timus ✓
3. Jeff Maddox ✓
4. Spider J. Hamilton ✓
5. Jeff Griffith ✓
6. Alan Freen ✓
7. Dorian Flowers ✓
8. James Calvin Brown ✓
9. Angelo Chatmon ✓
10. Nancy Richardson ✓
11. Joel Taylor ✓
12. Anthony Jacobs ✓
13. Walter Banks ✓
14. Bill Foley ✓
15. Brian Allan ✓
16. Jeanette Cotton ✓
17. Garry Johnson ✓



**CERTIFIED STATEMENT**  
OF TICKETS PRINTED  
FOR



FIRST AVENUE  
P.O. BOX 3191  
TRAFFIC STATION  
MINNEAPOLIS

MN 55403

WAR  
FIRST AVENUE  
MINNEAPOLIS

MN

CUSTOMER NO. 001756

DATE JUNE 17, 1982

OUR JOB NO. 02400

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

**MONDAY JUNE 28, 1982**

**DOORS OPEN 8:00 PM**

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

**1-200 COMPLIMENTARY \$0.00 GOLD**

**200 TOTAL TICKETS 1 SET**

**200 TOTAL TICKETS ALL SETS**

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MINNEAPOLIS MN

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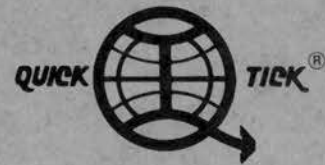
**QUICK TICK INTERNATIONAL, INC.**

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

*Bernard S. Beaman Jr.*  
By: BERNARD S. BEAMAN, JR.  
Notary Public in and for Harris County, Texas  
My Commission Expires May 10, 1984



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OF TICKETS PRINTED  
FOR



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P.O. BOX 3191  
TRAFFIC STATION  
MINNEAPOLIS

MN 55403

WAR  
FIRST AVENUE  
MINNEAPOLIS

MN

CUSTOMER NO. 001756 DATE JUNE 17, 1982 OUR JOB NO. 02400

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

MONDAY JUNE 28, 1982

DOORS OPEN 8:00 PM

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1-200 COMPLIMENTARY 30.00 GOLD

200 TOTAL TICKETS 1 SET

200 TOTAL TICKETS ALL SETS

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**CERTIFIED STATEMENT**  
OF TICKETS PRINTED  
FOR



FIRST AVENUE  
P.O. BOX 3191  
MINNEAPOLIS, MN 55403

WAR  
FIRST AVENUE  
MINNEAPOLIS, MN

CUSTOMER NO. 01756

DATE JUNE 2, 1982

OUR JOB NO. 01786

1 SET OF GENERAL ADMISSION TICKETS PRINTED FOR:

JUNE 28, 1982

MONDAY

DOORS OPEN 8:00 P.M.

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

1200 GEN. ADM. \$5.50 advance \$7.00 DOOR

1200 TOTAL TICKETS 1 SET

1200 TOTAL TICKETS ALL SETS

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**QUICK TICK INTERNATIONAL, INC.**

2530 DUNSTAN

HOUSTON, TEXAS 77005

PHONE 713-626-7174

1-800-231-6144

BERNARD S. BEAMAN, JR.

By: Bernard S. Beaman Jr. Notary Public in and for Harris County

My Commission Expires May 10, 1984



**CERTIFIED STATEMENT**  
OF TICKETS PRINTED  
FOR



FIRST AVENUE  
P.O. BOX 3191  
MINNEAPOLIS, MN 55403

WAR  
FIRST AVENUE  
MINNEAPOLIS, MN

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DATE JUNE 2, 1982

OUR JOB NO. 01786

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JUNE 28, 1982

MONDAY

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BERNARD S. BEAMAN, JR.

By: Bernard S. Beaman Jr. Notary Public in and for Harris County, Texas

My Commission Expires May 10, 1984

# MEMORANDUM

CHECK # \_\_\_\_\_

Z 2-4



**First Bank Produce**

Member First Bank System

First Produce State Bank of Minneapolis

100 North Seventh St.

Minneapolis, MN 55403

N 1027

3523-654

ACCOUNT NUMBER

WE CHARGE YOUR ACCOUNT \_\_\_\_\_ \$ 1507.50

FOR Wire transfer to Irving Trust Co. Norby Walters Assoc.  
Inc.

June 21, 1982

DATE

THE COMMITTEE, INC.

BY \_\_\_\_\_

⑈091001102⑈ 310 3523 654⑈ 60



**CERTIFIED STATEMENT**  
OF TICKETS PRINTED  
FOR



FIRST AVENUE  
P.O. BOX 3191  
MINNEAPOLIS, MN 55403

WAR  
FIRST AVENUE  
MINNEAPOLIS, MN

CUSTOMER NO. 01756

DATE JUNE 2, 1982

OUR JOB NO. 01786

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HOUSTON, TEXAS 77005

PHONE 713-526-7174

1-800-231-6144

BERNARD S. BEAMAN

By: Bernard S. Beaman Notary Public in and for the State of Texas

My Commission Expires May 10, 1983

## DOOR SHEET

DATE 6-28-82 NIGHT Monday PREPARED BY \_\_\_\_\_  
 COVER \$7.00 CASHIER JAN DOORMEN \_\_\_\_\_

SPECIAL/BAND WAR / Willie + the Bees

ENDING # 48225 / \_\_\_\_\_ REFUNDS \_\_\_\_\_

BEG # 47830 / \_\_\_\_\_ MISTAKES \_\_\_\_\_

DIFF \_\_\_\_\_ / \_\_\_\_\_ DISCOUNT ADM \_\_\_\_\_

TOTAL 395+ \_\_\_\_\_

LESS MISTAKES \_\_\_\_\_

TOTAL CUST \_\_\_\_\_

DISCOUNT PD \_\_\_\_\_

NON-PAID \_\_\_\_\_

TOTAL PAID \_\_\_\_\_

@ \$ \_\_\_\_\_ = \_\_\_\_\_

@ \$ \_\_\_\_\_ = \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

DOOR CASH \_\_\_\_\_

DOOR TAPE \_\_\_\_\_

DOOR READS \_\_\_\_\_

REG O/S \_\_\_\_\_

TOTAL \_\_\_\_\_

EMPLOYEES 11

GUESTS \_\_\_\_\_

MANAGEMENT 1111

STUDENTS \_\_\_\_\_

BIRTHDAY 1111

OTHER \_\_\_\_\_

GUEST LIST \_\_\_\_\_

871-2000

END  
BEG  
DIF  
X  
\$

END  
BEG  
DIF  
X  
\$

OVERRINGS

GUEST LIST

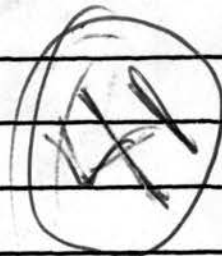
~~Sue - Greg Newton~~  
~~Chiese - Terri Schlack~~  
~~Mike P - Marti Bruynes~~  
~~Bruce - Marlette Hill~~  
~~Frank - David Low~~  
~~Mike G - Rozema Head~~  
~~Thomas - Evert Brewer~~

STEVE GUSTAFSON + 32

Mark H - Gary Keys  
Dan R. Hally + Vicki  
Korn B. Shellee Pinck  
Tom G - Randy Cummings  
JAN - Steve Allen

GUEST LIST

Nancy - Gary Nelson  
Dean - Cathy Buttings  
Jim - Harold Green  
Chiese - Mark Trehan  
PAUL - Carol Weston  
STEVE - JAY SMILEY + 1  
John - Lisa Lane  
Mike M - Ron Palumbo  
Jack - Arch Brookins + 1  
Eileen McKeon + 1  
JOHN K - BARBARA POLLOCKY  
Steve Chuck Stadler  
Kathy - Kathy Dargers





# FIRST AVENUE & 7th St entry

## The Downtown Danceteria

1st Avenue North & 7th Street, Mpls.

### PROMOTIONAL GIVEAWAYS FOR THE WAR CONCERT ON MONDAY, JUNE 28TH, 1982:

#### KMOJ Promotional Give-aways:

Marty Alexander plus 1  
~~Brenda Anderson plus 1~~  
~~Naomi Bowers plus 1~~  
~~Tim Bradley plus 1~~  
 David Brown plus 1  
~~Wayne Brown plus 1~~  
~~Jeff Byrd plus 1~~  
~~Alex Dominquez plus 1~~  
~~Talisa Elliott plus 1~~  
 Stan Hale plus 1  
 Tina Henderson plus 1  
 Brandy Johnson plus 1  
~~Tracy Knight plus 1~~  
~~Charlene Larkin plus 1~~  
 Lynn # Melton plus 1  
~~Ms. Dargi Peterson plus 1~~  
~~Beverly Price plus 1~~  
~~Rayni Omar plus 1~~  
~~Marsai Richardson plus 1~~  
~~Rosemary Richardson plus 1~~  
~~Ernestine Walton plus 1~~  
 Kimberly Washington plus 1  
~~Anna Washington plus 1~~  
~~Herbert Ware plus 1~~  
 Terry Whitson plus 1  
~~Rick Williams plus 1~~  
 Lori Zurn plus 1

#### KMOJ Staff:

~~Brian Allen~~  
~~Walten Banks~~  
 James Calvin Brown  
 Jeanette Cotton  
~~Angelo Chatman~~  
 Dorian Flowers  
~~Alan Freed~~  
 Bill Foley  
~~Jeff Griffith~~  
~~Spider J. Hamilton~~  
 Anthony Jacobs  
 Gary Johnson  
 Jeff Maddox  
~~Olivia Ramey~~  
~~Naney Richardson~~  
 Joel Taylor  
 Tony Timus

44 → RONNY CROSSLAND + 1



# FIRST AVENUE & 7th St entry

The Downtown Danceteria

1st Avenue North & 7th Street, Mpls.

WWTC & KFAI GIVEAWAYS AND STAFF FOR WAR 06/28/82

KFAI

~~DOUG CAIN - 1~~

~~AL GILLO - 1~~

~~AMY GARDNER - 1~~

PETE GITS - 1

~~TOM GRATHIE - 1~~

~~SCOTT KULCZYCKI - 1~~

~~MICK LABRIOLA - 1~~

PAUL MATTSON - 1

~~JIM RACK - 1~~

~~BEVERLY REEVES - 1~~

KFAI STAFF

LARRY ENGLAND - 1

DREW MILLER - 1

~~TONY PAUL - 1~~

~~PAUL TIRRELL - 1~~

WWTC

STEPHANIE BOLLINGER - 1

~~MIKE BUTLER - 1~~

~~DAN ENDY - 1~~

~~MIKE GOLDMAN - 1~~

PAUL GRAVES - 1

LONNIE KEENE - 1

STEVE LEENAY - 1

BRIAN OUSROOT - 1

RANDY REYNOLDS - 1

~~RONALD WIEDERHOUT - 1~~

# FIRST AVENUE & 7th St entry

## The Downtown Danceteria

1st Avenue North & 7th Street, Mpls.

WAX  
MEDIA, P.O.P. MEDIA, SHANGOUA FOR WAR 06/28/82

### MEDIA

~~SHARON BOYD~~ - 1 HOTLICKS  
JON BREAN - 1 TRIBUNE  
RYAN CAMERON - 1 HOTLICKS  
BOB CARDNAL - 1 READER  
~~WALTER "CHICO" EDNER~~ - 1 HOTLICKS  
LAURA FISSINGER - 1 READER  
~~BILL GOLFUS~~ - 1 KUOM RADIO  
SONYA HAUGEN - 1 HOTLICKS  
MARTY KELLER - 1 CITY PAGES  
~~STEPHANIE LANGE~~ - 1 KSTP  
RICK MASON - 1 ST. PAUL DISPATCH

### SHANGOUA

~~BRIAN ALEXIS~~  
~~CHERYL DAVIDSON~~  
~~DALE JACOBS~~  
~~LANCE~~  
~~WAYNE MCFARLANE~~  
~~PETER NELSON~~  
~~STEVE SCOTT~~

### PRIORITY ONE

~~CHARLIE CAMPBELL~~ - 1 ~~CHERYL WEIMAR~~ - 1  
~~PAT COLLIER~~ - 1 ~~LEE ANNE WEIMAR~~ - 1  
JOHN ECKLEY - 1  
~~ESA KATAMAJAKI~~ - 1  
~~STEVE RAITT~~ - 1  
RICHARD ROBERTS - 1  
JANICE RUFF - 1 ~~PAT BRYAN~~  
~~KATHY WINTNER~~ - 1

~~SUE MCLEAN~~ + Tim  
~~BOB VANDEL~~ + T  
~~DALE SCHATZLIEN~~ + I  
PR John  
John Kelly

WAX MUSEUM  
TONY DUEPNER  
~~JODI FRITZ~~  
~~ANN ISAACSON~~ + I  
~~KEVIN NICKELSON~~  
~~TOM SMITH~~  
~~TOM TAVEGGIA~~  
~~BETH WAKEFIELD~~



# FIRST AVENUE & 7th St entry

The Downtown Danceteria

1st Avenue North & 7th Street, Mpls.

WAR GUEST LIST 06/28/82

THE WAITRESSES

~~GREG BUTLER~~

~~PATTY DONAHUE~~

~~SHELLY DEKUNA~~

~~BILLY PICCA~~

~~DAN KLAYMAN~~

MIKE MAFESI

MARK MANDELBAUM

WILLIE MULLIGAN

~~MARS WILLIAMS~~

~~TRACY WORMWORTH~~

8

MARVIN GLECKLER +1 (POLYDOR RECORDS)

~~MARTIN MOORE~~

Bonnie Schumaker

BAND GUEST LIST

DATE 28 June 82  
NIGHT Mon

T. McVay

BAND: WAR

Arch. at Cohen

(1)

BAND: WILLIE & THE BEES

Janine Davis  
Terry Brunkow +  
ELKA (Debby) Malkist +  
Nadine Sharpless  
Paulette Abrizanski  
Danuta Roff  
Vickie Mountain  
Nyla Jacob  
John Eckley +  
Nancy Schultz  
Kirk Sizer  
Mary Jane Mueller  
Jan Roehrer + \*

(14)

(16)

BAND: CREW  
Randy OLENEGAKU  
Skip Wasiewski +  
Surprisingly No  
Phil Smith +  
Lionel ~~the~~ Mirville

(1)

FIRST AVENUE

CONCERT: WAR w/ willie & the DEEP MON JUNE 28 DATE OF REPORT: 6-28-82  
WEEK OF: \_\_\_\_\_

	REC'D THIS WEEK	ON HAND (LAST WEEK)	TO BE PICKED UP	SOLD	PRICE	TOTAL
LAKE	301-400		312-400	301-311 <sup>11</sup>	5.50	60.50
ST PAUL	401-475		404-475	401-403 <sup>3</sup>	5.50	16.50
WEST BARK	476-550		479-550	476-478 <sup>3</sup>	5.50	16.50
ROBBINSDALE	551-575		551-575	— <sup>0</sup>	5.50	—
RICHFIELD	576-600		578-600	576-577 <sup>2</sup>	5.50	11.00
BURNSVILLE	—		—	—	—	—
ST CLOUD	—		—	—	—	—
					Total =	104.50.

19 Tickets @ \$5.50 EA = 104.50

CHECK AMT: \_\_\_\_\_

\$104.50

PAY TO: \_\_\_\_\_

FIRST AVENUE

TICKET SALE REQUEST FORM

Promoter: FIRST AVENUE

Concert: WAR w/ Willie & the Bees

Concert Date: MON JUNE 28

Mailing Address: \_\_\_\_\_

5.50 ADVANCE  
7.00 DOOR

SALE LOCATIONS REQUESTED/TICKET ALLOCATIONS TO STORES

Lake St. 301-400 St. Paul 401-475 West Bank 476-550 Robbinsdale 551-575

Richfield 576-600 Burnsville        St. Cloud       

I understand and agree to the terms set forth in the Wax Museum Ticket Sale Policy. I am an authorized signer for promoter listed above.

\_\_\_\_\_  
(Signature)

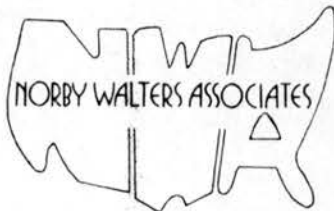
-----  
The promoter listed acknowledges receipt of unsold tickets listed below:

Lake St. 312-400 St. Paul 404-475 West Bank 479-550 Robbinsdale 551-575

Richfield 578-600 Burnsville        St. Cloud       

 Received by: \_\_\_\_\_

Date: \_\_\_\_\_



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410  
200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

RE: WAR  
First Avenue  
Minneapolis, Minn  
Monday, June 28, 1982

Dear Steve,

Enclosed herewith please find copies of the contract and rider for the above mentioned engagement.

Please sign all copies of the contract and rider. Hold one copy of the rider for yourself and return the second copy to me, along with the contract, as soon as possible for counter-signature. Upon completion, a fully executed copy will be forwarded to you for your records. However, do not advertise or publicize this engagement until you have received a copy of the fully executed contract.

A deposit in the amount of \$ 1,500 by 5/4/82 is required for this engagement. Please forward same immediately in the form of a certified check, money order or by wire transfer made payable to NORBY WALTERS ASSOCIATES.

Thanking you in advance for your cooperation.

Very truly yours,

Contract Department  
NORBY WALTERS ASSOCIATES

Bank Transfer Information:  
Norby Walters Associates, Inc.  
Irving Trust Company  
1 Wall Street  
New York, N.Y. 10005  
Account Number: 114-0109394

made 12:16  
6/21/82  
Junk  
1,500.00  
750  
1,507.50  
Entered  
Jue

# NORBY WALTERS ASSOCIATES

SUITE 1410, 200 W. 51ST STREET, NEW YORK, N. Y. 10019

Phone: (212) 245-3939

## ARTIST ENGAGEMENT CONTRACT

AGREEMENT made this 3rd day of May, 19 82.

between Music Band Inc. f/s/o WAR (hereinafter

referred to as "ARTIST") and ~~Donna Shopp~~ Steve McClellan  
(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, upon all the terms and conditions herein set forth, including those hereof entitled "Addi-Terms and Conditions."

1. PLACE OF ENGAGEMENT First Avenue 612-538-8388

Exact address 7th Street & 1st Avenue Minneapolis, MN  
Monday, June 28, 1982

2. DATE(S) OF ENGAGEMENT

3. HOURS OF ENGAGEMENT 1 Show 10:00PM

4. REHEARSAL(s) TBA

5. FULL PRICE AGREED UPON \$3,000 (Three Thousand Dollars) Flat

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

(a) \$ 1,500 shall be paid by PURCHASER to and in the name of ARTIST'S agent,

JUNE 4, 1982  
not later than May 4, 1982 by certified check, money  
order or wire transfer.

(b) \$ 1,500 shall be paid by PURCHASER to ARTIST not later than Balance of compensation  
will be paid to artist prior to show in cash only. Agent is hereby irrevocably  
authorized to turn over said deposit to artist by June 29, 1982.

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

IF SCHEDULED PAYMENTS ARE NOT MADE ON TIME, ARTIST HAS THE RIGHT TO CANCEL THIS AGREEMENT AND PURCHASER SHALL BE LIABLE TO ARTIST FOR DAMAGES, IN ADDITION TO THE COMPENSATION PROVIDED HEREIN.

6. SCALE OF ADMISSION Amount of People Potential Gross

7. Purchaser to supply Artist with following equipment for shows:

Sound & Lights - See Rider

NAME OF PURCHASER Steve McClellan NAME OF ARTIST Music Band Inc. f/s/o WAR

X Stephen J. McClellan X  
(By authorized representative) (By authorized representative)

Address: 1645 Hennepin Avenue Suite 318  
Minneapolis, Minn 55403

Phone: 612-338-0777

Return all signed copies to responsible agent: JEFF FRASCO

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 hereby 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 equipment 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 therefore, 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;

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 agrees that no performers other than those to be furnished by ARTIST hereunder will appear on or in connection with the engagement hereunder. 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 in 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. The entertainment presentation to be furnished by ARTIST hereunder shall receive billing in such order, form, size and prominence as directed by ARTIST in all advertising and publicity issued by or under the control of the PURCHASER.

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.

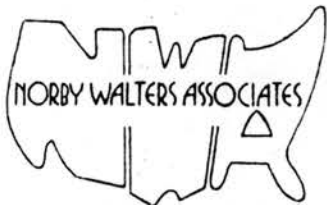
6. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER 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. NORBY WALTERS ASSOCIATION, INC. acts only as agent 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 performances(s) hereunder and the receipts there of 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, 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 judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

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SUITE 1410  
200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

WAR  
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### Rider Requirements

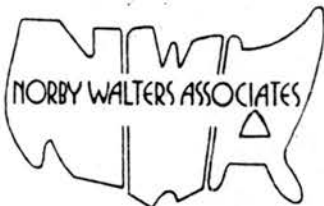
The rider enclosed with this contract and the specifications therein are deemed necessary in order to present the best possible show and is a part of the attached contract.

If there are any problems in fulfilling any of the requirements, or if you have any considerations to share, please call Steve Gold or Terry McVay at the Far Out Management Ltd.:

7417 Sunset Boulevard  
Hollywood, California 90046  
213-874-1300

Please do not alter any part of this rider without approval. We look forward to a smooth and successful concert and are anxious to assist in any way possible.

Thank you.



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410  
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NEW YORK, NEW YORK 10019  
(212) 245-3939

On \_\_\_\_\_, 19\_\_\_\_, this letter agreement sets forth additional terms and conditions regarding said engagement and is hereby made a part of the AF of M contract dated \_\_\_\_\_, between WAR (hereinafter referred to as PRODUCER) furnishing the services of the Group performing as WAR (hereinafter collectively referred to as ARTIST) and \_\_\_\_\_ hereinafter referred to as PURCHASER).

### Part I.

#### GENERAL INFORMATION

1. Producer to receive guaranteed payments prior to performance, in the form of cash, certified check, cashiers check or money order. ALL additional percentages to be made payable to the PRODUCER during intermission of above engagement. Absolutely no personal or business checks will be acceptable.

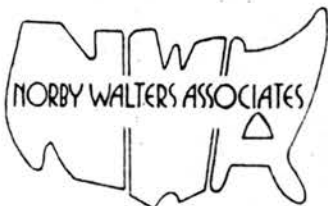
Failure on the part of PURCHASER to meet its financial obligations exactly as above stated shall be material breach of this agreement. In such event PRODUCER shall not be required to perform this engagement and the full guarantee provided for herein shall be paid PRODUCER as litigated damages for such breach.

2. In the event that the terms of this engagement do not include a percentage participation by the PRODUCER, it is understood and agreed that said non-participation is predicated on the fact that admission to the concert (gross potential as stated on the face of the contract) is a condition of contract and adhered to. In the event that the gross box office receipts and/or admission prices exceed those state on the contract, then PURCHASER shall pay to PRODUCER on the night of the engagement the total difference between the agreed upon potential gross and the actual gross, if the actual gross is higher.

3. If the actual gross potential is less than the gross potential stated on the face of the contract, PURCHASER shall pay on the night of engagement the total difference between stated gross potential and actual gross potential.

4. PRODUCER shall have the right to approve any other person and/or persons to appear in conjunction with this performance and the right to determine the length and nature of the performance and/or performances. Approval by PROCUDER must be secured in writing.

continued...



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410


200 WEST 51st STREET

NEW YORK, NEW YORK 10019

(212) 245-3939

5. PRODUCER reserves the right to approve any and all radio, television, newspaper and/or magazine interviews made in conjunction with this performance requiring the participation of ARTIST or any member thereof.

6. ARTIST'S name and/or likeness may not be used as an endorsement of any product, commodity, or service, nor used directly or indirectly in connection with any commercial tie-up without the prior written consent of PRODUCER.

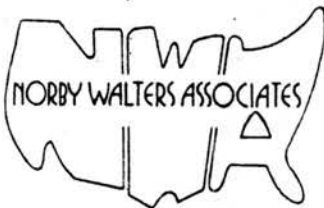
~~7. PURCHASER shall provide parking space for two (2) 40' tractor trailers, and one (1) 60' motor bus and two (2) 40' buses, in close proximity and with direct access to stage door, for period commencing seven (7) hours prior to performance and continuing one (1) hour following performance. Security guard will be provided for 60' motor bus.~~ 

8. PURCHASER warrants that it will not permit any recording or broadcast, audio and/or visual, of any part of this engagement without the prior written consent of PRODUCER. PURCHASER further agrees that no radio apparatus or transmitting or recording device(s) specifically including television shall be used during the performance(s) hereunder in any manner or form to reproduce ARTIST'S performance(s) hereunder. There shall be no cinema, television, video, or similar cameras in the auditorium during the performance(s) hereunder except those authorized in writing by PRODUCER. PURCHASER will post at every entrance a printed sign which will read, "It is especially forbidden to bring into the Auditorium/Civic Center/Arena (whichever the case), sound recorders, or movie cameras. Anyone having said items in their possession will have them confiscated and returned immediately following the concert."

9. PURCHASER agrees that PRODUCER and/or its representatives shall full and exclusive right of sale and distribution of PRODUCER'S souvenir booklets and other related material at this performance without any participation in the proceeds by PURCHASER. PURCHASER further warrants that there will be no sale and/or other distribution of phonograph recordings, posters, or other souvenir material on the premises of the place of performance without the prior written consent of PRODUCER.

10. PURCHASER agrees that PRODUCER may postpone and/or cancel the engagement hereunder by giving PURCHASER written notice thereof at least forty-five (45) days prior to the commencement date of the engagement provided PRODUCER should be called upon to furnish the services of ARTIST in connection with a theatrical motion picture, television, legitimate play or foreign concert tour, and if the engagement hereunder might conflict therewith.

continued...



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410  
200 WEST 51st STREET  
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11. PRODUCER reserves and retains the sole and exclusive right to record all or any portion of their performance, both audio and visual. PRODUCER will only bear the actual union costs of recording, there will be no additional Auditorium fees paid.

12. PRODUCER specifically prohibits photographers from being on stage or backstage except with the express prior written consent of PRODUCER or their representative. There are no exceptions.

13. ~~PURCHASER agrees that the doors to the auditorium will be open no more than sixty (60) minutes and no less than forty-five (45) minutes prior to show time.~~ *[Signature]*

14. PURCHASER may not have any third party including, but not limited to, any radio station or television station sponsor this engagement without permission of PRODUCER.

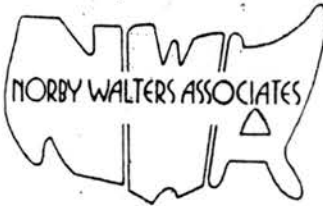
15. PURCHASER warrants that it is not PURCHASER'S intention to promote this engagement before a segregated audience. If, when PRODUCER arrives to perform hereunder, the audience to which the ARTIST is to perform is in fact a segregated audience, PRODUCER shall have the right to cancel this engagement by notice to that effect, and in such event, PRODUCER shall retain any amounts theretofore paid to PRODUCER by PURCHASER without any liability to PRODUCER.

16. PRODUCER shall have exclusive control over the production, presentation and performance of the entertainment unit in connection with engagement hereunder, including but not limited to the details, means and methods of the performance of said entertainment unit and each member thereof and the persons to be employed by the PRODUCER in performing the provisions hereof on the PRODUCER'S part to be performed.

17. PRODUCER'S obligations to furnish the entertainment unit referred to herein are subject to the detention and prevention by Acts of God, riots, strikes, labor difficulties, epidemics and any acts or order of any public authority or any cause, similar or dissimilar, beyond the PRODUCER'S control.

### TICKETS

1. In cases where the PRODUCER is being paid on a percentage basis, PURCHASER agrees to deliver to PRODUCER, at least two (2) weeks prior to the date of performance, a plot plan of the house and a printer's manifest of tickets printed (signed, notarized statement from the printer of tickets listing the amount of tickets printed at each price). PURCHASER further

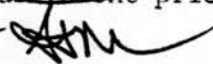


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ARTISTS REPRESENTATIVES

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NEW YORK, NEW YORK 10019  
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agrees to have on hand, at the place of performance on the night of the show, all unsold tickets for counting and verification by a representative of the PRODUCER. PRODUCER shall be compensated for the difference between the number of unsold tickets on hand as shown to its representative and the number of tickets printed as shown by printer's tickets manifest. If the PURCHASER shall violate any of the preceding provisions of the paragraph, it shall be deemed that the PURCHASER has sold a ticket for each seat in the house (and any permitted standing room) at the highest ticket price for which the house is scaled. PURCHASER further agrees to give said representative the right to examine and make extracts from the Box Office records of the PURCHASER relating to the gross receipts of the engagement. A written Box Office statement certified and signed by the PURCHASER will be furnished to said representative prior to the ARTIST'S performance. PURCHASER may not sell tickets to the performance herein as part of a series of other concerts. All tickets printed under the manifest shall be of the one stub, one price variety. There shall be no multiple tickets printed. Examples of tickets prohibited under this agreement are:

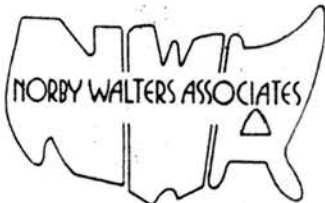
- a) One price for students and one price for general admission on the same ticket.
- b) ~~One price for tickets bought in advance and a different price for tickets bought at the gate on the same ticket~~ 
- c) No counterfeit tickets, any found in the deadwood will be considered a sold ticket.
- d) Tickets for any other concert shall not be accepted at a WAR concert.

The ticket manifest must be indicative of each and every seat in the entire house, regardless of whether some seats have obstructed views or may be located to the rear of the stage. Written permission must be obtained from PRODUCER to sell any seats with an obstructed view or seats located to the rear of the stage. If written permission is granted, "OBSTRUCTED VIEW" must be clearly marked on the face of each ticket. All "OBSTRUCTED VIEW" tickets that will not be sold must be regarded as unsold and will be presented to PRODUCER along with the rest of the "deadwood" (e.g. the unsold tickets).

If PURCHASER violates the above agreement, he will be liable for the total amount of tickets sold at the highest price printed on the ticket.

2. PRODUCER specifically states that NO support talent is ever to appear on the face of any ticket.

continued...



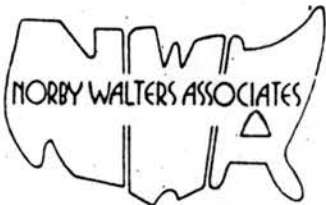
## · NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

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200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

3. The procedure used in collecting the tickets at the performance hereunder must be cleared by the PRODUCER prior to the opening of the doors of the facility. The tickets are to be ripped in half, is placed in locked ticket boxes. The doors to the facility will not be opened until this is checked by the producer or representative thereof.
4. All tickets shall be printed by a bonded ticket house (such as Globe Tickets, Arcus-Simplex).
5. PURCHASER agrees not to discount tickets or to offer tickets as a premium without first obtaining express written permission from the PRODUCER. If PURCHASER does so or distribute discount or complimentary tickets without such prior approval or in excess of the number printed, he shall be liable for the full ticket price of such tickets sold or distributed.
6. The specific capacity, gross potential, and ticket price breakdown of the facility where ARTIST is to perform under this agreement must be clearly printed on the face of the contract that this agreement is attached to.
7. PURCHASER agrees to distribute no more than one percent (1%) complimentary tickets relative to this performance. Further, PURCHASER must supply a representative of the PRODUCER with a statement detailing to whom each complimentary ticket was given. Each complimentary ticket will be issued only as fully punched ticket. PURCHASER agrees to supply proper radio, television and newspaper personnel with complimentary tickets from the above mentioned allotment. PURCHASER must provide complimentary (50) of the highest priced tickets to PRODUCER at least fourteen (14) days prior to the night of engagement for use at PRODUCER'S sole discretion. In addition to the aforesaid complimentary tickets, PURCHASER agrees to provide twenty (20) complimentary tickets no more than twenty (20) rows from the stage in the center section for press and other personnel selected by PRODUCER. All unused tickets will be returned to PURCHASER to be sold at the Box Office.
8. ~~There will be no "Guest Lists" admitting persons without a fully punched ticket.~~

continued...



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

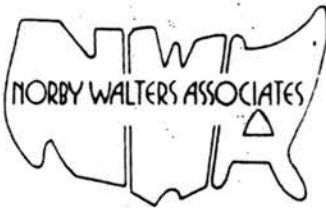
SUITE 1410  
200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

### ADVERTISING

1. PURCHASER will commence advertising at least twenty-five (25) days prior to the date of engagement. PURCHASER agrees that all radio advertising will be equally divided between the leading regional "FM" Station, "Top 40" Station and "Rhythm and Blues" Station.
2. PRODUCER will contact PURCHASER thirty (30) days prior to show to obtain the names of all radio stations being used in advertising. The PURCHASER will also have prepared, at that time, the radio spots to be listened to, reviewed, and approved by PRODUCER.
3. PURCHASER agrees that he will use his best effort to assure that any and all newspaper advertisements relative to performance hereunder will be placed in the upper right-hand or upper left-hand corner of the newspaper or other publication in which the ad is placed.
4. PRODUCER specifically states that PURCHASER will only use, exclusively, said WAR logo and ad mats to be supplied by PRODUCER, for any and all advertising.

### OUTDOOR SHOWS

~~If the performance is to be held outdoors, and in the event of inclement weather, PURCHASER agrees provision is to be made for the proper grounding of the electrical equipment and instruments so as not to constitute a danger or hazard to the ARTIST. If PURCHASER shall, because of inclement weather, determine not to present the concert(s) hereunder, PRODUCER shall nevertheless, be paid the full price provided for in this agreement at the time for such payment provided for in this contract, it being specifically understood and agreed that PURCHASER'S obligations hereunder to pay PRODUCER shall not to be modified, affected, curtailed or diminished because of rain or other adverse weather conditions. In addition, PURCHASER agrees that any and all monies held by any and all third parties, in Escrow or otherwise, as payment to PRODUCER hereunder, shall be released to PRODUCER as if the performance(s) were successfully completed and this paragraph shall be deemed authorization to any such third party to release such monies to PRODUCER.~~



## NORBY WALTERS ASSOCIATES

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### Part II.

#### TECHNICAL REQUIREMENTS

PURCHASER shall furnish to PRODUCER at PURCHASER'S sole expense, the following:

#### STAGE

See DRAWING "A" attached for stage requirements and sound wings.

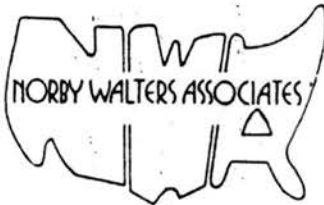
#### POWER

AMPLIFICATION AND STAGE LIGHTS: A single phase, three (3) wire service of 400 amps per leg, (200 total); or a three (3) phase, four (4) wire of 300 amps per leg (900) total; with a neutral and equipment ground leads shall be available, terminating in a junction box or tweco connectors (#2MBP for hot and neutral, #1MBP for ground).

#### LIGHTING

PRODUCER will supply, at PURCHASER'S sole cost and expense, required stage lighting system for ARTIST'S performance.

1. ~~Four~~ <sup>2</sup> ~~4~~ ~~strong~~ brand SUPER TROUPER follow spotlights, or suitable equivalent approved by PRODUCER, in complete working order, will be provided by PURCHASER. In venues greater than 10,000 seats, six (6) are needed. Lights must be so positioned as to have a clear line of sight to front of stage.
2. PURCHASER must provide an experienced, qualified operator for each spotlight, operators must be available thirty (30) minutes prior to showtime.
3. PRODUCER will be carrying communication system; however, if the house communication system is deemed adequate, PRODUCER shall have the option to use house communication at PURCHASER'S SOLE expense. There will be a need for one (1) station -- stage left; one (1) for each spotlight operator; two (2) at the mixing console; and one (1) at the house light control station.



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

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200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

### STAGEHANDS

1. The PURCHASER agrees to provide, at his sole cost and expense, all electricians, stagehands, etc., whether or not required by local union agreements, to accomplish the set-up, run and strike of said production.

The following is the minimum number of personnel required by PRODUCER for load-in, run and strike of show:

- a) Stagehands..... ~~Ten~~ <sup>Four</sup> (4) persons *Ken*
- b) Truck Loaders..... Four (4) persons
- c) Stage Electrician..... One (1) persons
- d) Forklift Operator..... ~~Two~~ (2) persons
- e) Forklift Trucks..... ~~Two~~ (2) persons *Ken*

d), e), f), and g) are needed only if the union or hall requires them to be separate from stage hands.

If any of the above perform in two capacities, (i.e., stagehands doubling as truck loaders) arrangements must be made for additional personnel, as the number of men required does not change under these circumstances. In addition, if local ordinances require safetying of PRODUCER'S overhead equipment, a rigger must be available during set-up and strike of show. It is mandatory that all required personnel be qualified, experienced, and familiar with the place of performance.

Personnel requirements do not include any non-working supervisory personnel as may be required by local union or house authority.

The PURCHASER further agrees to arrange for and effect all union obligations prior to the date of performance with the appropriate union shop stewards. It is the sole responsibility of the PURCHASER to negotiate with any legally contracted union representative holding contract jurisdiction on the hall to determine exact personnel requirements. All costs of labor are the sole cost and expense of the PURCHASER.

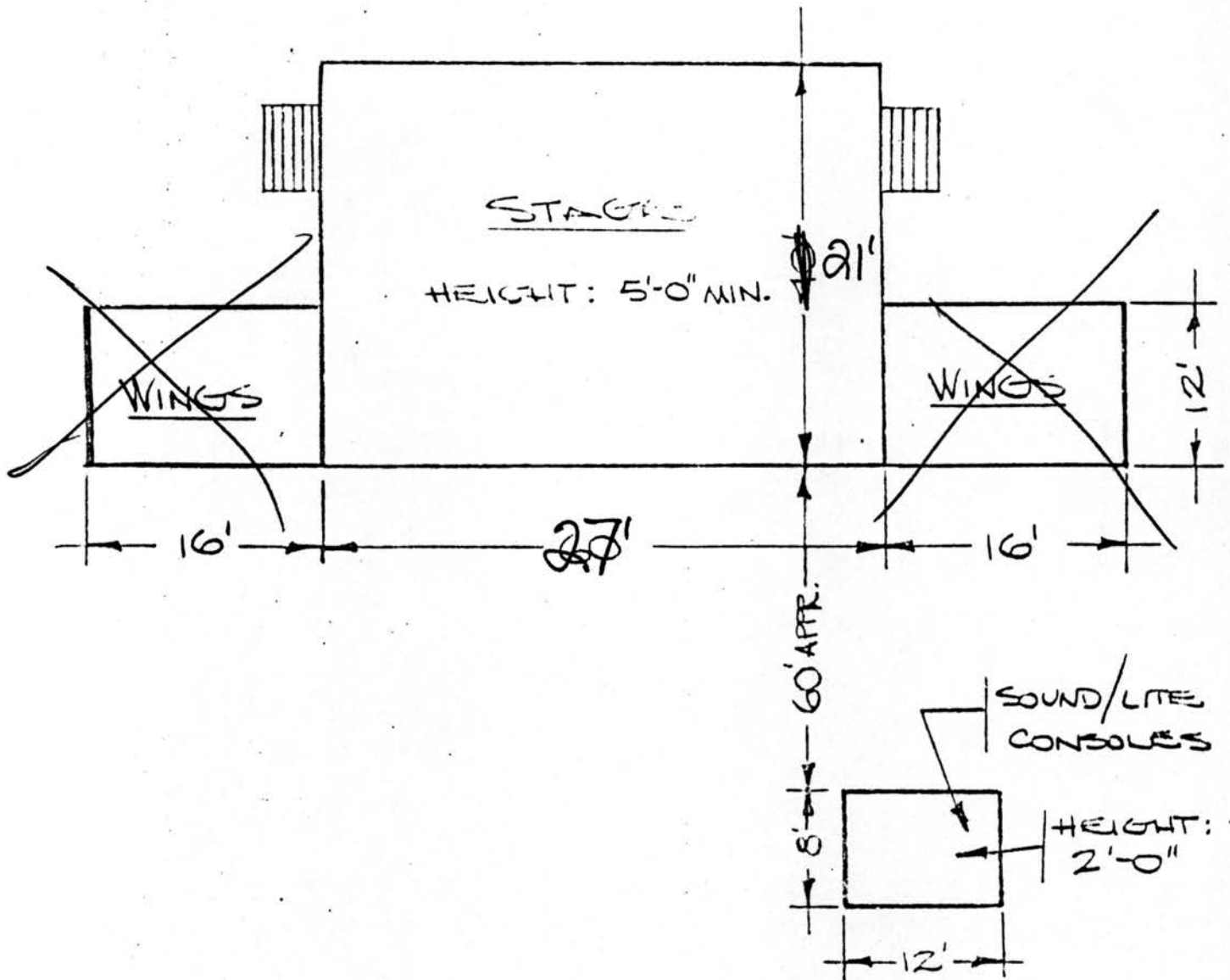
PURCHASER shall not allow the audience to enter the place of performance until such time as technical set-up has been completed. PRODUCER will do his utmost to have the technical set-up completed at least one and one-half hours prior to the scheduled performance time.

### PYROTECHNICS

PURCHASER will provide pyrotechnics technician if hall regulations require personnel other than those travelling with PRODUCER. PURCHASER further warrants he will apply for and obtain any certificates needed to insure PRODUCER will be allowed to use pyrotechnic effects.

continued...

Drawing "A" - Not to scale



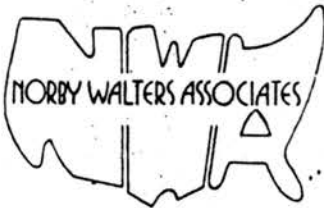
All structures firm, stable and capable of supporting 100 lb P.S.F.

All wings secured to stage.

All front skirted. Sides and rear of stage to be fitted with handrails

All surfaces smooth and free of any protrusions.

Additional equipment: 3 banquet tables.



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410

200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

### ADDITIONAL EQUIPMENT & SERVICES REQUIRED

PURCHASER will supply a Yamaha <sup>CP70</sup> ~~or Steinway baby grand or grand piano to be used in PRODUCER'S performance.~~ *HM*

PURCHASER will supply a piano tuner to tune the electronic keyboards used in PRODUCER'S performance. Tuner should be available prior to sound check, and be familiar with electric keyboards.

### SECURITY

The PURCHASER shall warrant and guarantee proper security at all time to insure the safety of the PRODUCER and their instruments, costumes, and personal property during and after their performance. PRODUCER shall provide ~~four~~ <sup>four</sup> clearly identifiable security personnel, who must be stationed on or around the stage at the discretion of PRODUCER during their performance. One security man must be stationed outside each dressing room at all times upon arrival of PRODUCER until their departure from the premises. Two security men must be stationed at the sound system mixer at all times. PURCHASER shall arrange for the leader of the security force to meet with the PRODUCER'S representatives at least one hour prior to commencement of the performance to discuss placement and behaviour of security personnel. This clause is essential to the effective presentation of the show. *HM*

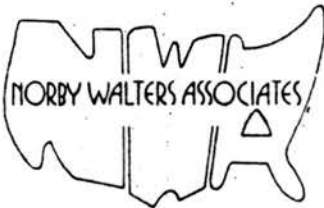
### DRESSING ROOMS

The PURCHASER shall provide three <sup>(3)</sup> ~~(1)~~ private dressing rooms suitable for nine (9) band members and four (4) manager, and one (1) dressing room for use by ARTIST'S Road Crew and Staff, with private access to wings and stage, capable of being locked for the exclusive control of PRODUCER or their representative until their departure from the premises. Dressing rooms must be equipped with lights, power points, heating, air-conditioning, chairs, water, and paper cups, and maintained at a comfortable temperature. There will be no exceptions to this provision. *HM*

### FOOD & BEVERAGES

1. ARTIST'S crew and stag: At the time of stage call, PURCHASER will provide in the backstage area the following:

- One (1) coffee urn (5 gallon)
- One (1) case of diet soda
- Two (2) cases of Coke
- Two (2) cases of 7-UP
- Two (2) cases Budweiser *HM*



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410  
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NEW YORK, NEW YORK 10019  
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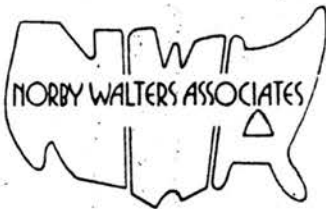
### LIMOUSINES

~~PURCHASER agrees to provide, at his sole expense, three (3) late model, dark colored limousines and one (1) station wagon for use by PRODUCER. Limousines will be required to meet ARTIST wherever and whenever designated by PRODUCER; the station wagon must be available at the venue for use by Road Crew at Stage Call. The limousines and station wagon shall be at the disposal of PRODUCER for their use until their departure.~~

~~Cars, station wagons, "airport" limousines, buses, or any other vehicles may not be used in place of limousines. Only Cadillac or Continental limousines with no wording on the car is acceptable. Both the limousines and station must be equipped with drivers.~~

### CONCLUSION

1. PURCHASER warrants that he has the right to enter into this contract and is of legal age.
2. PURCHASER warrants and represents that it is at the present time owner or operator of, or has a valid lease upon, the place(s) of performance covering the date or dates of this agreement.
3. In the event that PURCHASER refuse or neglects to provide any of the items stated herein, fails or refuses to make any of the payments as provided herein or to proceed with the engagement, PRODUCER shall have no obligation to perform this contract, and shall retain any amounts theretofore paid to PRODUCER or in his behalf of PURCHASER, and PURCHASER shall remain liable to PRODUCER for the contract price herein set forth.
4. If, on or before the date of any scheduled concert, PURCHASER has failed, neglected or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of PURCHASER has been impaired or is unsatisfactory and therefore is in bad standing with the A F of M, or is on their unfair list, PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notice to PURCHASER to that effect, and in such event, PRODUCER shall retain any amounts theretofore paid to PRODUCER by PURCHASER.



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410  
200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

5. PURCHASER will pay all cost of any musicians (including PRODUCER) as may be required by any jurisdiction authority, other than those furnished by PRODUCER as part of PRODUCER'S regular entertainment unit.

6. All Personnel connected with the hall and/or auditorium with PURCHASER'S or PRODUCER'S services to be rendered including, but not limited to, General Manager, Box Office, Security Staff, etc., shall be advised of the provisions of this Agreement promptly insofar as they affect them.

7. All notices required hereunder shall be given in writing by registered or certified mail to PRODUCER and shall be addressed to:

Far Out Management, Ltd.  
7414 Sunset Boulevard,  
Hollywood, California 90046

8. This contract cannot be assigned or transferred without the written consent of PRODUCER. It contains the complete understanding of the parties hereto, and may not be amended, supplemented, varied, or discharged except by an instrument in writing. The validity, construction and effect of this contract shall be governed by the laws of the State of California regardless of the place of performance. This contract is not binding upon the PRODUCER until executed and delivered by PRODUCER to PURCHASER. The terms "PRODUCER" and "PURCHASER" as used herein shall include and apply to the singular and plural and to all genders.

PURCHASER:

Stephen T. McCallan

WAR (PRODUCER)

BY:

FIRST AVENUE

BY:

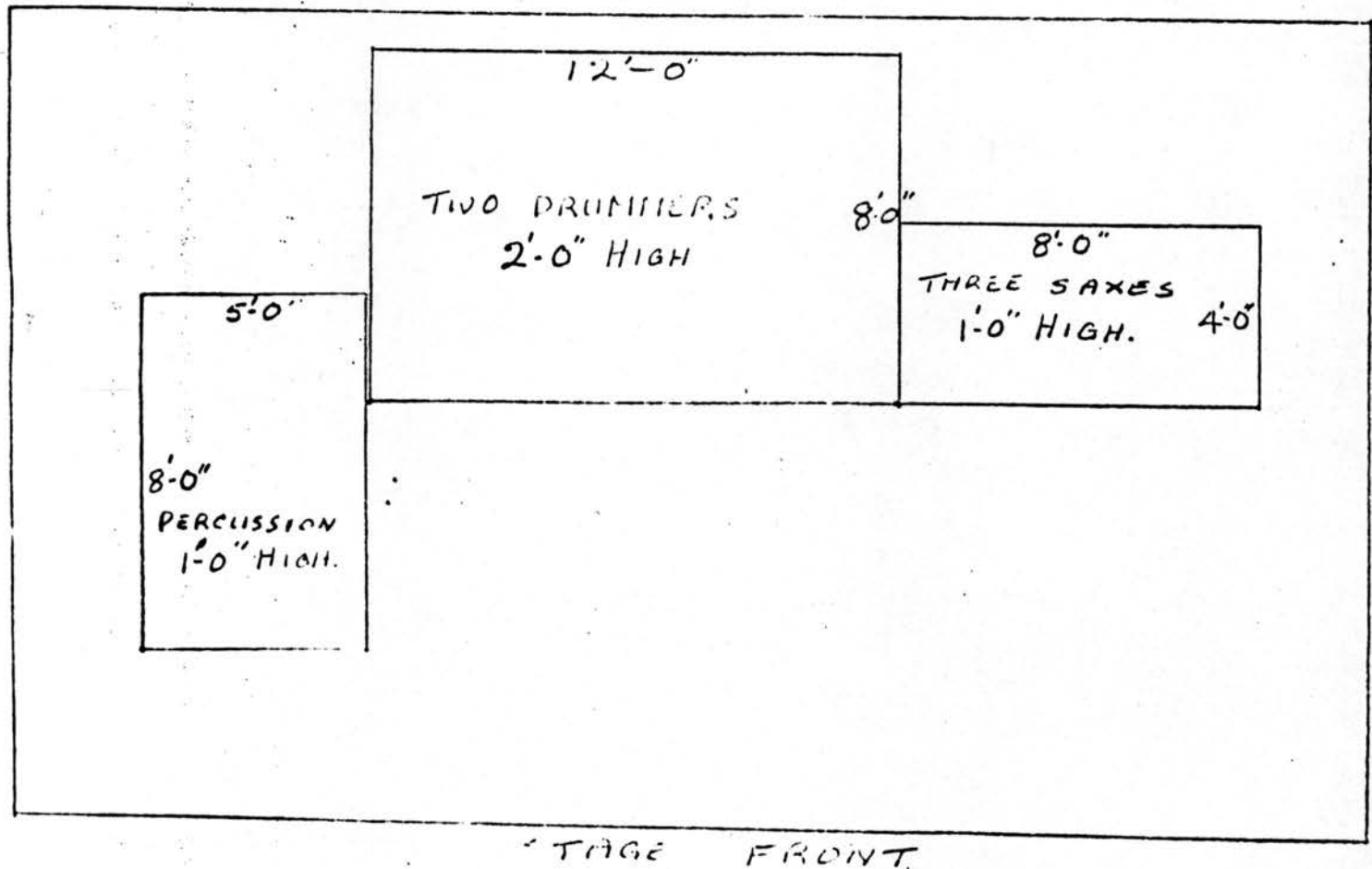
DATE:

4/7/82

# FAR OUT PRODUCTIONS, INC.

7417 Sunset Boulevard  
Hollywood, California 90046  
Phone (213) 874-1300

## WAR : RISERS

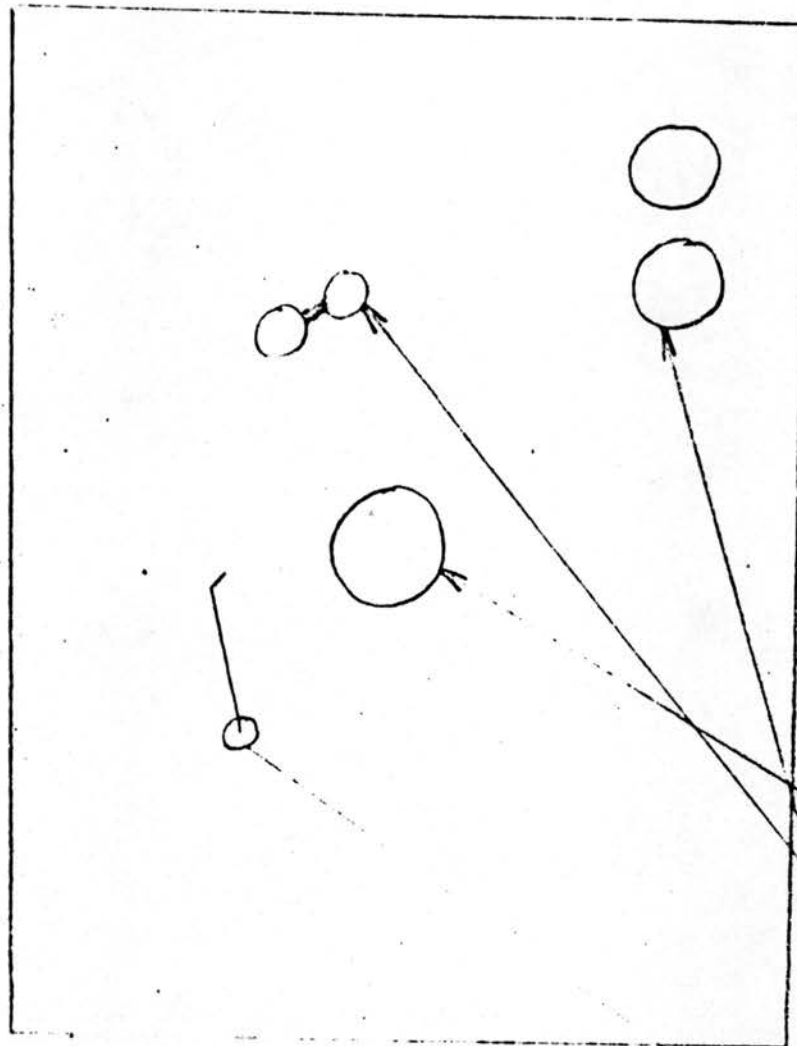


# FAR OUT PRODUCTIONS, INC.

7417 Sunset Boulevard  
Hollywood, California 90046  
Phone (213) 874-1300

WAR

PERCUSSION MIKES



CONGA. 24

BONGOES 25

TIMBALES 26

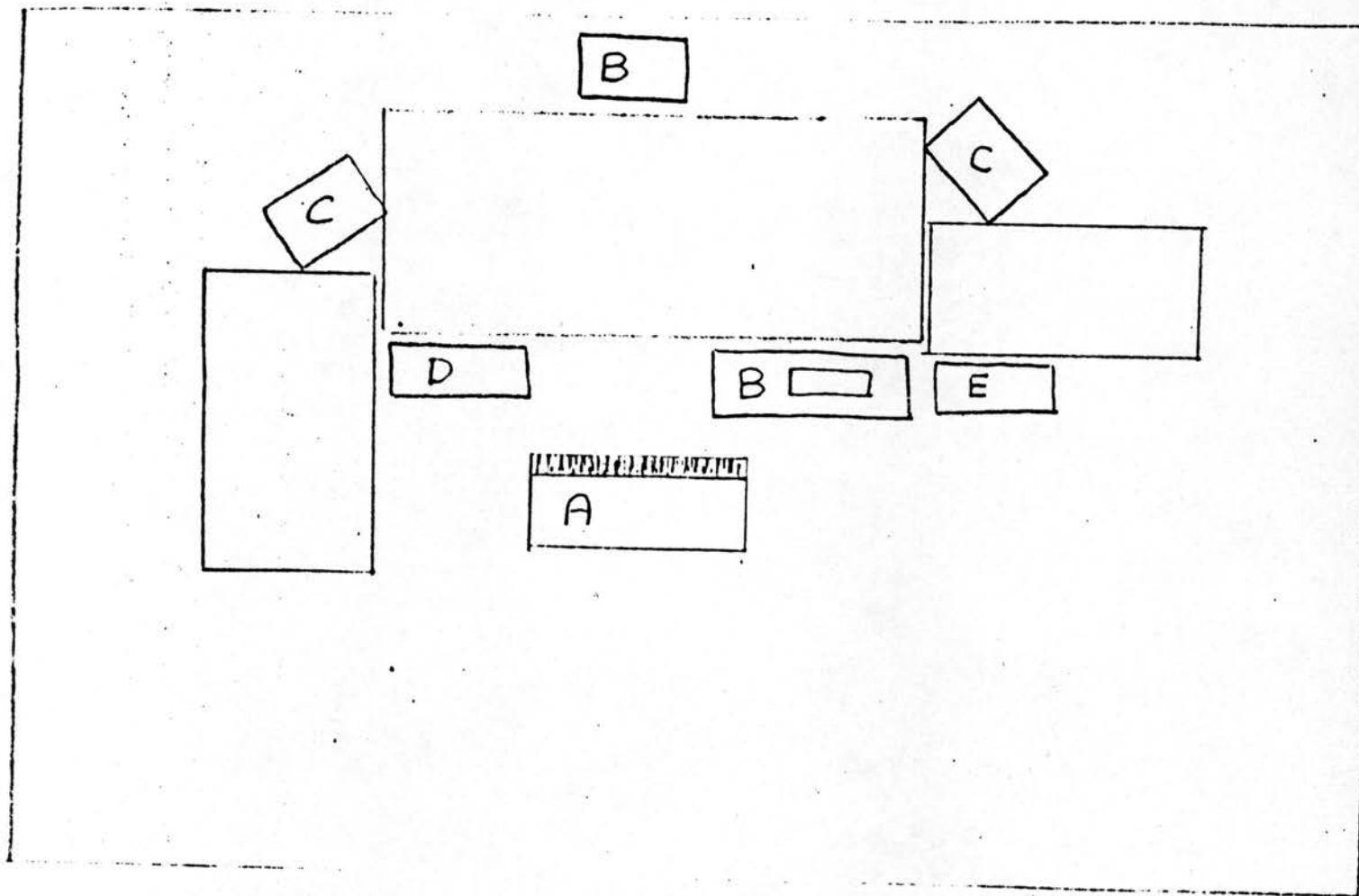
PERCUSSION VOCAL 6

# FAR OUT PRODUCTIONS, INC.

7417 Sunset Boulevard  
Hollywood, California 90046  
Phone (213) 874-1300

WAR

AMP LAYOUT



- A/ FENDER 88 AND PROPHET 5
- B/ BASS AMP AND TWO CABINETS.
- C/ KEYBOARD LOUSPUNKERS
- D/ GUITAR AMP AND LOUSPUNKER CAB.
- E/ HARMONICA AMPLIFIER.

MICROPHONE ASSIGNMENT  
FAR OUT PRODUCTIONS, INC.

7417 Sunset Boulevard  
Hollywood, California 90046  
Phone (213) 874-1300

MAIN MIX

MONITOR MIX

- 1 GUITAR VOCAL
- 2 KEYBOARD VOCAL
- 3 BASS VOCAL
- 4 DRUM ONE VOCAL
- 5 DRUM TWO VOCAL
- 6 PERCUSSION VOCAL
- 7 HARMONICA
- 8 BASS AMP
- 9 KEYBOARD AMP
- 10 GUITAR AMP
- 11 SAX ONE
- 12 SAX TWO
- 13 TRUMPET
- 14 KICK ONE
- 15 SNARE ONE
- 16 RACK TOM ONE
- 17 FLOOR TOM ONE
- 18 HI-HAT ONE
- 19 KICK TWO
- 20 SNARE TWO
- 21 RACK TOM TWO
- 22 FLOOR TOM TWO
- 23 HI-HAT TWO
- 24 CONGA
- 25 BONGOS
- 26 TIMBALES

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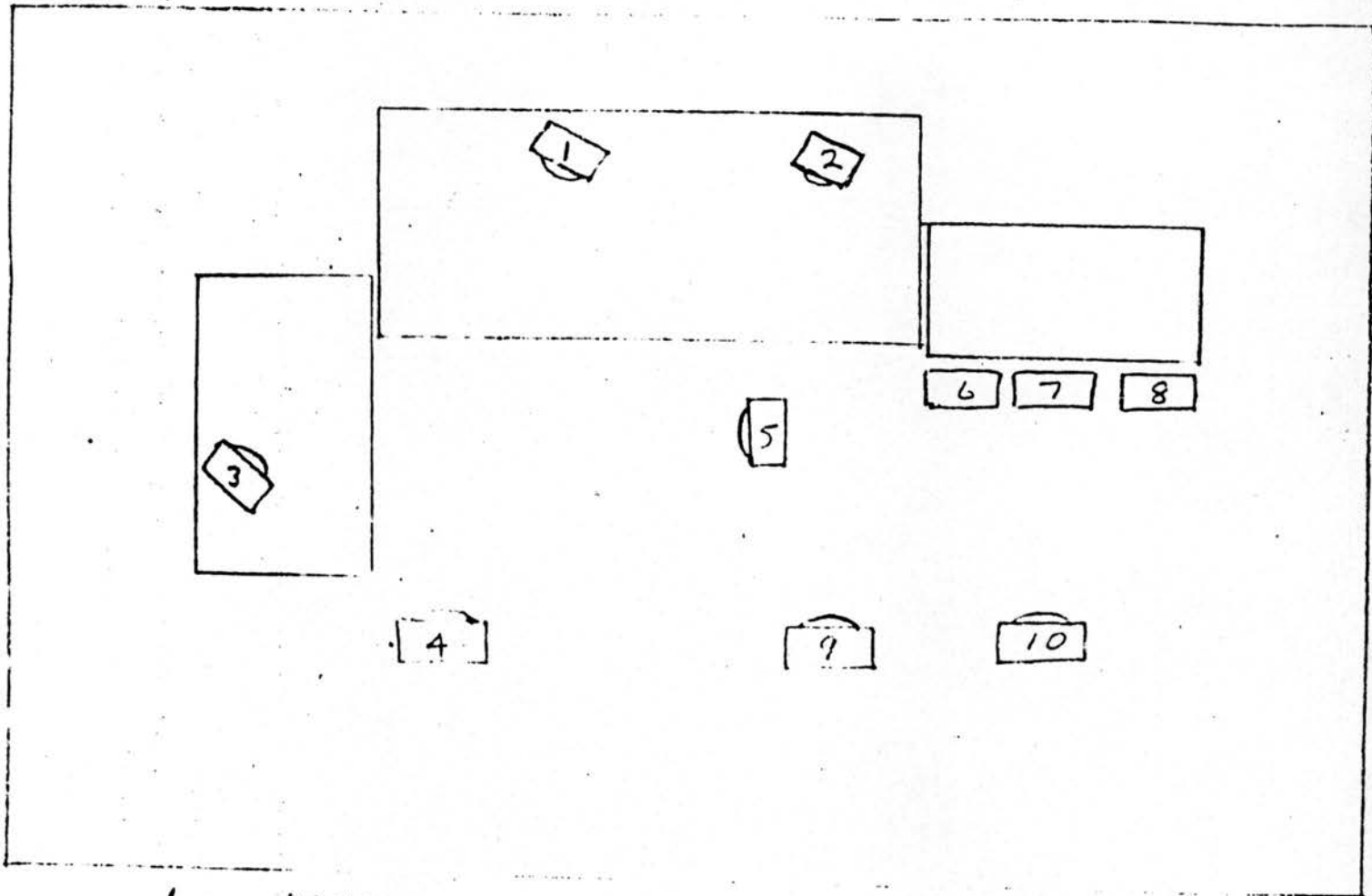
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# FAR OUT PRODUCTIONS, INC.

7417 Sunset Boulevard  
Hollywood, California 90046  
Phone (213) 874-1300

## WAR MONITOR CAB POSITIONS

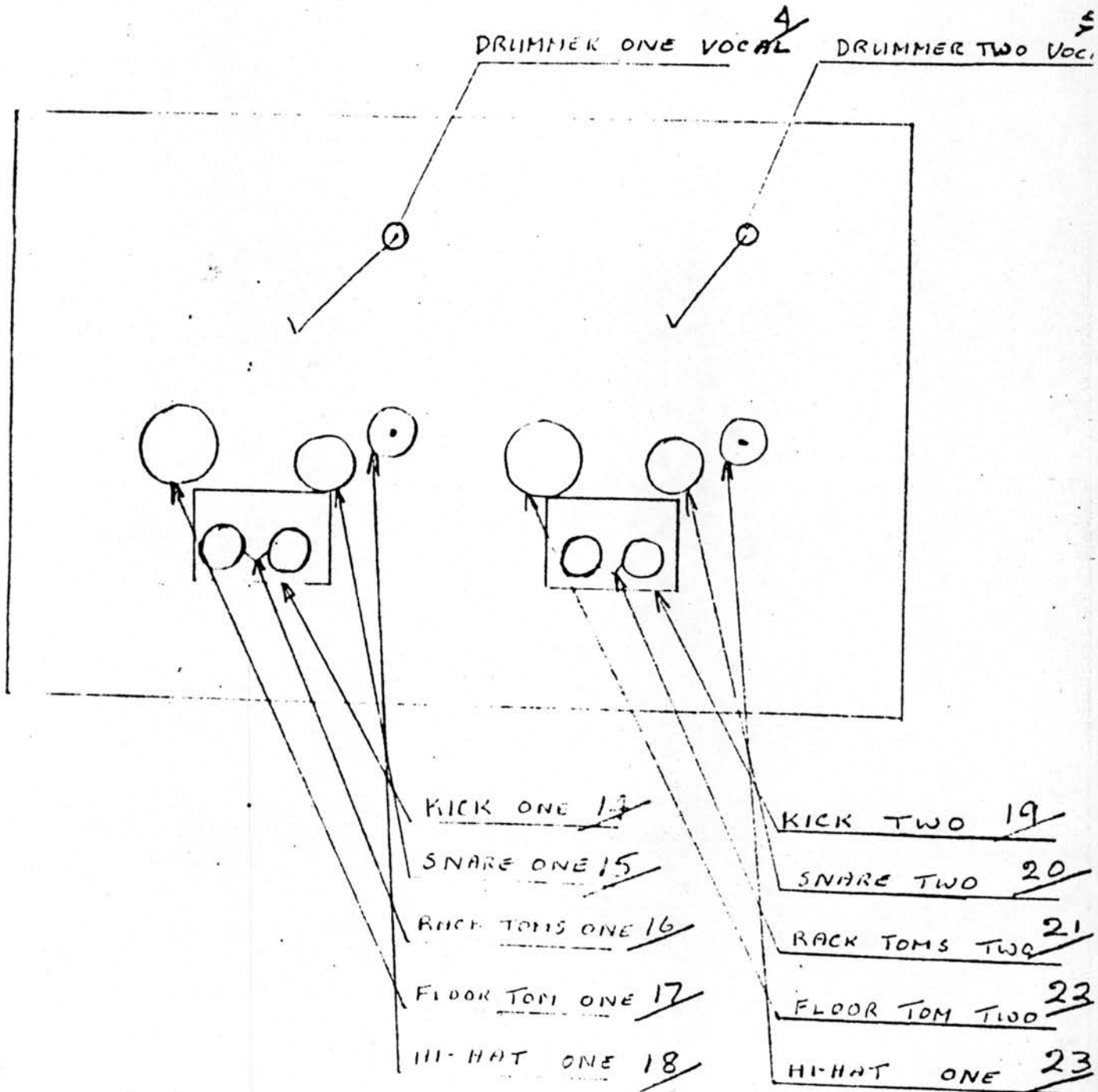


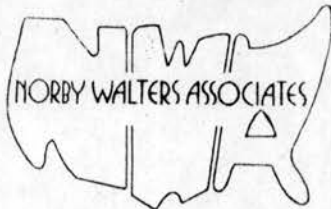
- 1/ DRUMMER ONE
- 2/ DRUMMER TWO
- 3/ PERCUSSIONIST
- 4/ GUITARIST VOCALS
- 5/ KEYBOARD VOCALS
- 6/ SAX
- 7/ DRUMMER 1
- 8/ SAX
- 9/ BASS VOCALS
- 10/ HARMONICA

# FAR OUT PRODUCTIONS, INC.

7417 Sunset Boulevard  
Hollywood, California 90046  
Phone (213) 874-1300

## WAR. DRUM MIKES





## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

---

SUITE 1410  
200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

WAR  
\*\*\*

### Rider Requirements

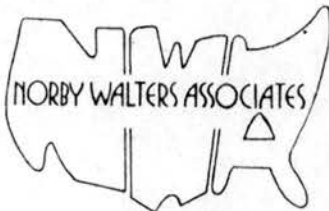
The rider enclosed with this contract and the specifications therein are deemed necessary in order to present the best possible show and is a part of the attached contract.

If there are any problems in fulfilling any of the requirements, or if you have any considerations to share, please call Steve Gold or Terry McVay at the Far Out Management Ltd.:

7417 Sunset Boulevard  
Hollywood, California 90046  
213-874-1300

Please do not alter any part of this rider without approval. We look forward to a smooth and successful concert and are anxious to assist in any way possible.

Thank you.



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410

200 WEST 51st STREET

NEW YORK, NEW YORK 10019

(212) 245-3939

On \_\_\_\_\_, 19\_\_\_\_, this letter agreement sets forth additional terms and conditions regarding said engagement and is hereby made a part of the AF of M contract dated \_\_\_\_\_, between WAR (hereinafter referred to as PRODUCER) furnishing the services of the Group performing as WAR (hereinafter collectively referred to as ARTIST) and \_\_\_\_\_ hereinafter referred to as PURCHASER).

### Part I.

#### GENERAL INFORMATION

1. Producer to receive guaranteed payments prior to performance, in the form of cash, certified check, cashier's check or money order. ALL additional percentages to be made payable to the PRODUCER during intermission of above engagement. Absolutely no personal or business checks will be acceptable.

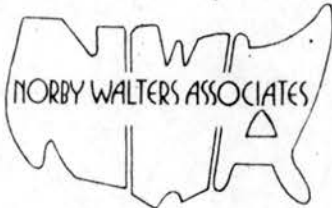
Failure on the part of PURCHASER to meet its financial obligations exactly as above stated shall be material breach of this agreement. In such event PRODUCER shall not be required to perform this engagement and the full guarantee provided for herein shall be paid PRODUCER as litigated damages for such breach.

2. In the event that the terms of this engagement do not include a percentage participation by the PRODUCER, it is understood and agreed that said non-participation is predicated on the fact that admission to the concert (gross potential as stated on the face of the contract) is a condition of contract and adhered to. In the event that the gross box office receipts and/or admission prices exceed those state on the contract, then PURCHASER shall pay to PRODUCER on the night of the engagement the total difference between the agreed upon potential gross and the actual gross, if the actual gross is higher.

3. If the actual gross potential is less than the gross potential stated on the face of the contract, PURCHASER shall pay on the night of engagement the total difference between stated gross potential and actual gross potential.

4. PRODUCER shall have the right to approve any other person and/or persons to appear in conjunction with this performance and the right to determine the length and nature of the performance and/or performances. Approval by PRODUCER must be secured in writing.

continued...



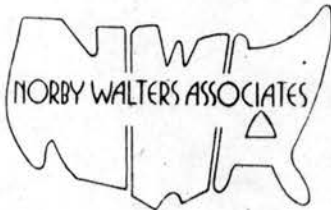
## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410  
200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

5. PRODUCER reserves the right to approve any and all radio, television, newspaper and/or magazine interviews made in conjunction with this performance requiring the participation of ARTIST or any member thereof.
6. ARTIST'S name and/or likeness may not be used as an endorsement of any product, commodity, or service, nor used directly or indirectly in connection with any commercial tie-up without the prior written consent of PRODUCER.
7. PURCHASER shall provide parking space for two (2) 40' tractor trailers, and one (1) 60' motor bus and two (2) 40' buses, in close proximity and with direct access to stage door, for period commencing seven (7) hours prior to performance and continuing one (1) hour following performance. Security guard will be provided for 60' motor bus.
8. PURCHASER warrants that it will not permit any recording or broadcast, audio and/or visual, of any part of this engagement without the prior written consent of PRODUCER. PURCHASER further agrees that no radio apparatus or transmitting or recording device(s) specifically including television shall be used during the performance(s) hereunder in any manner or form to reproduce ARTIST'S performance(s) hereunder. There shall be no cinema, television, video, or similar cameras in the auditorium during the performance(s) hereunder except those authorized in writing by PRODUCER. PURCHASER will post at every entrance a printed sign which will read, "It is especially forbidden to bring into the Auditorium/Civic Center/Arena (whichever the case), sound recorders, or movie cameras. Anyone having said items in their possession will have them confiscated and returned immediately following the concert." Note \*
9. PURCHASER agrees that PRODUCER and/or its representatives shall full and exclusive right of sale and distribution of PRODUCER'S souvenir booklets and other related material at this performance without any participation in the proceeds by PURCHASER. PURCHASER further warrants that there will be no sale and/or other distribution of phonograph recordings, posters, or other souvenir material on the premises of the place of performance without the prior written consent of PRODUCER.
10. PURCHASER agrees that PRODUCER may postpone and/or cancel the engagement hereunder by giving PURCHASER written notice thereof at least forty-five (45) days prior to the commencement date of the engagement provided PRODUCER should be called upon to furnish the services of ARTIST in connection with a theatrical motion picture, television, legitimate play or foreign concert tour, and if the engagement hereunder might conflict therewith.

continued...



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410  
200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

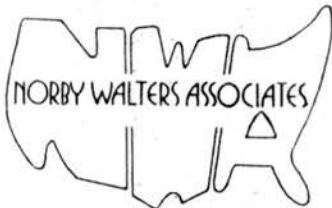
11. PRODUCER reserves and retains the sole and exclusive right to record all or any portion of their performance, both audio and visual. PRODUCER will only bear the actual union costs of recording, there will be no additional Auditorium fees paid.
12. PRODUCER specifically prohibits photographers from being on stage or backstage except with the express prior written consent of PRODUCER or their representative. There are no exceptions.
13. PURCHASER agrees that the doors to the auditorium will be open no more than sixty (60) minutes and no less than forty-five (45) minutes prior to show time. 2
14. PURCHASER may not have any third party including, but not limited to, any radio station or television station sponsor this engagement without permission of PRODUCER. 2
15. PURCHASER warrants that it is not PURCHASER'S intention to promote this engagement before a segregated audience. If, when PRODUCER arrives to perform hereunder, the audience to which the ARTIST is to perform is in fact a segregated audience, PRODUCER shall have the right to cancel this engagement by notice to that effect, and in such event, PRODUCER shall retain any amounts theretofore paid to PRODUCER by PURCHASER without any liability to PRODUCER.
16. PRODUCER shall have exclusive control over the production, presentation and performance of the entertainment unit in connection with engagement hereunder, including but not limited to the details, means and methods of the performance of said entertainment unit and each member thereof and the persons to be employed by the PRODUCER in performing the provisions hereof on the PRODUCER'S part to be performed.
17. PRODUCER'S obligations to furnish the entertainment unit referred to herein are subject to the detention and prevention by Acts of God, riots, strikes, labor difficulties, epidemics and any acts or order of any public authority or any cause, similar or dissimilar, beyond the PRODUCER'S control.

### TICKETS

1. In cases where the PRODUCER is being paid on a percentage basis, PURCHASER agrees to deliver to PRODUCER, at least two (2) weeks prior to the date of performance, a plot plan of the house and a printer's manifest of tickets printed (signed, notarized statement from the printer of tickets listing the amount of tickets printed at each price). PURCHASER further

continued...

Page 3.



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410  
200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

agrees to have on hand, at the place of performance on the night of the show, all unsold tickets for counting and verification by a representative of the PRODUCER. PRODUCER shall be compensated for the difference between the number of unsold tickets on hand as shown to its representative and the number of tickets printed as shown by printer's tickets manifest. If the PURCHASER shall violate any of the preceding provisions of the paragraph, it shall be deemed that the PURCHASER has sold a ticket for each seat in the house (and any permitted standing room) at the highest ticket price for which the house is scaled. PURCHASER further agrees to give said representative the right to examine and make extracts from the Box Office records of the PURCHASER relating to the gross receipts of the engagement. A written Box Office statement certified and signed by the PURCHASER will be furnished to said representative prior to the ARTIST'S performance. PURCHASER may not sell tickets to the performance herein as part of a series of other concerts. All tickets printed under the manifest shall be of the one stub, one price variety. There shall be no multiple tickets printed. Examples of tickets prohibited under this agreement are:

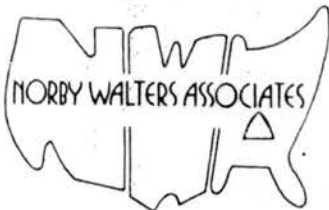
- a) One price for students and one price for general admission on the same ticket.
- b) One price for tickets bought in advance and a different price for tickets bought at the gate on the same ticket.
- c) No counterfeit tickets, any found in the deadwood will be considered a sold ticket.
- d) Tickets for any other concert shall not be accepted at a WAR concert.

The ticket manifest must be indicative of each and every seat in the entire house, regardless of whether some seats have obstructed views or may be located to the rear of the stage. Written permission must be obtained from PRODUCER to sell any seats with an obstructed view or seats located to the rear of the stage. If written permission is granted, "OBSTRUCTED VIEW" must be clearly marked on the face of each ticket. All "OBSTRUCTED VIEW" tickets that will not be sold must be regarded as unsold and will be presented to PRODUCER along with the rest of the "deadwood" (e.g. the unsold tickets).

If PURCHASER violates the above agreement, he will be liable for the total amount of tickets sold at the highest price printed on the ticket.

2. PRODUCER specifically states that NO support talent is ever to appear on the face of any ticket.

continued...

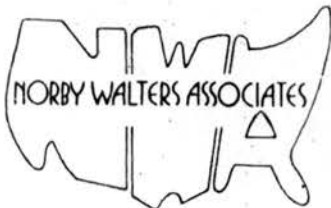


## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

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NEW YORK, NEW YORK 10019  
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3. The procedure used in collecting the tickets at the performance hereunder must be cleared by the PRODUCER prior to the opening of the doors of the facility. The tickets are to be ripped in half, is placed in locked ticket boxes. The doors to the facility will not be opened until this is checked by the producer or representative thereof.
4. All tickets shall be printed by a bonded ticket house (such as Globe Tickets, Arcus-Simplex). ?
5. PURCHASER agrees not to discount tickets or to offer tickets as a premium without first obtaining express written permission from the PRODUCER. If PURCHASER does so or distribute discount or complimentary tickets without such prior approval or in excess of the number printed, he shall be liable for the full ticket price of such tickets sold or distributed.
6. The specific capacity, gross potential, and ticket price breakdown of the facility where ARTIST is to perform under this agreement must be clearly printed on the face of the contract that this agreement is attached to.
7. PURCHASER agrees to distribute no more than one percent (1%) — *Note* complimentary tickets relative to this performance. Further, PURCHASER must supply a representative of the PRODUCER with a statement detailing to whom each complimentary ticket was given. Each complimentary ticket will be issued only as fully punched ticket. PURCHASER agrees to supply proper radio, television and newspaper personnel with complimentary tickets from the above mentioned allotment. PURCHASER must provide complimentary (50) of the highest priced tickets to PRODUCER at least fourteen (14) days prior to the night of engagement for use at PRODUCER'S sole discretion. In addition to the aforesaid complimentary tickets, PURCHASER agrees to provide twenty (20) complimentary tickets no more than twenty (20) rows from the stage in the center section for press and other personnel selected by PRODUCER. All unused tickets will be returned to PURCHASER to be sold at the Box Office.
8. There will be no "Guest Lists" admitting persons without a fully punched ticket. *Note*



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

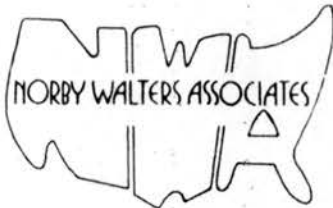
SUITE 1410  
200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

### ADVERTISING

1. PURCHASER will commence advertising at least twenty-five (25) days prior to the date of engagement. PURCHASER agrees that all radio advertising will be equally divided between the leading regional "FM" Station, "Top 40" Station and "Rhythm and Blues" Station.
2. PRODUCER will contact PURCHASER thirty (30) days prior to show to obtain the names of all radio stations being used in advertising. The PURCHASER will also have prepared, at that time, the radio spots to be listened to, reviewed, and approved by PRODUCER.
3. PURCHASER agrees that he will use his best effort to assure that any and all newspaper advertisements relative to performance hereunder will be placed in the upper right-hand or upper left-hand corner of the newspaper or other publication in which the ad is placed.
4. PRODUCER specifically states that PURCHASER will only use, exclusively, said WAR logo and ad mats to be supplied by PRODUCER, for any and all advertising.

### OUTDOOR SHOWS

If the performance is to be held outdoors, and in the event of inclement weather, PURCHASER agrees provision is to be made for the proper grounding of the electrical equipment and instruments so as not to constitute a danger or hazard to the ARTIST. If PURCHASER shall, because of inclement weather, determine not to present the concert(s) hereunder, PRODUCER shall nevertheless, be paid the full price provided for in this agreement at the time for such payment provided for in this contract, it being specifically understood and agreed that PURCHASER'S obligations hereunder to pay PRODUCER shall not to be modified, affected, curtailed or diminished because of rain or other adverse weather conditions. In addition, PURCHASER agrees that any and all monies held by any and all third parties, in Escrow or otherwise, as payment to PRODUCER hereunder, shall be released to PRODUCER as if the performance(s) were successfully completed and this paragraph shall be deemed authorization to any such third party to release such monies to PRODUCER.



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410  
200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

### Part II.

#### TECHNICAL REQUIREMENTS

PURCHASER shall furnish to PRODUCER at PURCHASER'S sole expense, the following:

#### STAGE

See DRAWING "A" attached for stage requirements and sound wings.

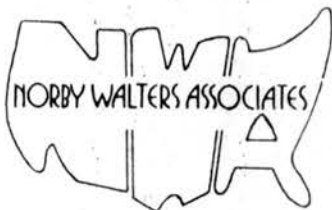
#### POWER

AMPLIFICATION AND STAGE LIGHTS: A single phase, three (3) wire service of 400 amps per leg, (200 total); or a three (3) phase, four (4) wire of 300 amps per leg (900) total; with a neutral and equipment ground leads shall be available, terminating in a junction box or tweco connectors (#2MBP for hot and neutral, #1MBP for ground).

#### LIGHTING

PRODUCER will supply, at PURCHASER'S sole cost and expense, required stage lighting system for ARTIST'S performance.

1. Four (4) strong brand SUPER TROUPER follow spotlights, or suitable equivalent approved by PRODUCER, in complete working order, will be provided by PURCHASER. In venues greater than 10,000 seats, six (6) are needed. Lights must be so positioned as to have a clear line of sight to front of stage.
2. PURCHASER must provide an experienced, qualified operator for each spotlight, operators must be available thirty (30) minutes prior to showtime.
3. PRODUCER will be carrying communication system; however, if the house communication system is deemed adequate, PRODUCER shall have the option to use house communication at PURCHASER'S SOLE expense. There will be a need for one (1) station -- stage left; one (1) for each spotlight operator; two (2) at the mixing console; and one (1) at the house light control station.



## NORBY WALTERS ASSOCIATES

ARTISTS REPRESENTATIVES

SUITE 1410  
200 WEST 51st STREET  
NEW YORK, NEW YORK 10019  
(212) 245-3939

### STAGEHANDS

1. The PURCHASER agrees to provide, at his sole cost and expense, all electricians, stagehands, etc., whether or not required by local union agreements, to accomplish the set-up, run and strike of said production.

The following is the minimum number of personnel required by PRODUCER for load-in, run and strike of show:

- a) Stagehands..... Ten (10) persons
- b) Truck Loaders..... Four (4) persons
- c) Stage Electrician..... One (1) persons
- d) Forklift Operator..... Two (2) persons
- e) Forklift Trucks..... Two (2) persons

d), e), f), and g) are needed only if the union or hall requires them to be separate from stage hands.

If any of the above perform in two capacities, (i.e., stagehands doubling as truck loaders) arrangements must be made for additional personnel, as the number of men required does not change under these circumstances. In addition, if local ordinances require safetying of PRODUCER'S overhead equipment, a rigger must be available during set-up and strike of show. It is mandatory that all required personnel be qualified, experienced, and familiar with the place of performance.

Personnel requirements do not include any non-working supervisory personnel as may be required by local union or house authority.

The PURCHASER further agrees to arrange for and effect all union obligations prior to the date of performance with the appropriate union shop stewards. It is the sole responsibility of the PURCHASER to negotiate with any legally contracted union representative holding contract jurisdiction on the hall to determine exact personnel requirements. All costs of labor are the sole cost and expense of the PURCHASER.

PURCHASER shall not allow the audience to enter the place of performance until such time as technical set-up has been completed. PRODUCER will do his utmost to have the technical set-up completed at least one and one-half hours prior to the scheduled performance time.

### PYROTECHNICS

PURCHASER will provide pyrotechnics technician if hall regulations require personnel other than those travelling with PRODUCER. PURCHASER further warrants he will apply for and obtain any certificates needed to insure PRODUCER will be allowed to use pyrotechnic effects.

continued...

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STAGE

HEIGHT: 5'-0" MIN.

40'

16'

60'

16'

12'

WINGS

WINGS

60' APR.

8'

12'

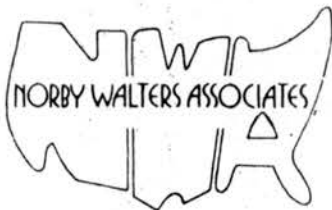
SOUND/LITE CONSOLES

HEIGHT: 2'-0"

All wings secured to stage.

All surfaces smooth and free of any protrusions.

Additional equipment: 3 banquet tables.



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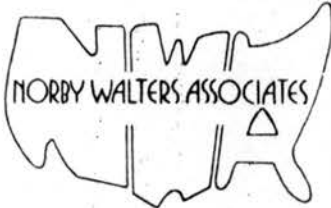
### LIMOUSINES

PURCHASER agrees to provide, at his sole expense, three (3) late model, dark colored limousines and one (1) station wagon for use by PRODUCER. Limousines will be required to meet ARTIST wherever and whenever designated by PRODUCER; the station wagon must be available at the venue for use by Road Crew at Stage Call. The limousines and station wagon shall be at the disposal of PRODUCER for their use until their departure.

Cars, station wagons, "airport" limousines, buses, or any other vehicles may not be used in place of limousines. Only Cadillac or Continental limousines with no wording on the car is acceptable. Both the limousines and station must be equipped with drivers.

### CONCLUSION

1. PURCHASER warrants that he has the right to enter into this contract and is of legal age.
2. PURCHASER warrants and represents that it is at the present time owner or operator of, or has a valid lease upon, the place(s) of performance covering the date or dates of this agreement.
3. In the event that PURCHASER refuse or neglects to provide any of the items stated herein, fails or refuses to make any of the payments as provided herein or to proceed with the engagement, PRODUCER shall have no obligation to perform this contract, and shall retain any amounts theretofore paid to PRODUCER or in his behalf of PURCHASER, and PURCHASER shall remain liable to PRODUCER for the contract price herein set forth.
4. If, on or before the date of any scheduled concert, PURCHASER has failed, neglected or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of PURCHASER has been impaired or is unsatisfactory and therefore is in bad standing with the A F of M, or is on their unfair list, PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notice to PURCHASER to that effect, and in such event, PRODUCER shall retain any amounts theretofore paid to PRODUCER by PURCHASER.



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5. PURCHASER will pay all cost of any musicians (including PRODUCER) as may be required by any jurisdiction authority, other than those furnished by PRODUCER as part of PRODUCER'S regular entertainment unit.

6. All Personnel connected with the hall and/or auditorium with PURCHASER'S or PRODUCER'S services to be rendered including, but not limited to, General Manager, Box Office, Security Staff, etc., shall be advised of the provisions of this Agreement promptly insofar as they affect them.

7. All notices required hereunder shall be given in writing by registered or certified mail to PRODUCER and shall be addressed to:

Far Out Management, Ltd.  
7414 Sunset Boulevard,  
Hollywood, California 90046

8. This contract cannot be assigned or transferred without the written consent of PRODUCER. It contains the complete understanding of the parties hereto, and may not be amended, supplemented, varied, or discharged except by an instrument in writing. The validity, construction and effect of this contract shall be governed by the laws of the State of California regardless of the place of performance. This contract is not binding upon the PRODUCER until executed and delivered by PRODUCER to PURCHASER. The terms "PRODUCER" and "PURCHASER" as used herein shall include and apply to the singular and plural and to all genders.

PURCHASER: \_\_\_\_\_ WAR (PRODUCER) \_\_\_\_\_

BY: \_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_