



First Avenue & 7th Street
Entry: Band Files and
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AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")

CONTRACT

(Form C-1)

CONTRACTS & DEPOSITS
MUST BE RECEIVED NO
LATER THAN _____ OR
ARTIST HAS RIGHT TO
VOID CONTRACT.

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed.

THIS CONTRACT for the personal services of musicians on the engagement described below is made this 18th day of JUNE, 1982, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

- Name and Address of Place of Engagement: 7th ST ENTRY
29 N 7th ST MINNEAPOLIS MINN
Name of Band or Group: FLESH EATERS
Number of Musicians: 4
- Date(s), Starting and Finishing Time of Engagement: 7.15.82. 1SET OF 30 MINUTES.
- Type of Engagement (specify whether dance, stage show, banquet, etc.): CLUB.
- Compensation Agreed Upon: \$ \$300
(Amount and Terms)
- Purchaser Will Make Payments As Follows: CASH UPON COMPLETION.
(Specify when payments are to be made)

6. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to the arbitration provisions set forth in 7 below and the Federation may enforce this prohibition in any court of competent jurisdiction.

7. Breach of Contract — Arbitration of Claims:

(a) It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 6 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

(b) This contract, and the terms and conditions contained herein, may be enforced by the Purchaser and by each musician who is a party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for (herein called "participating musician(s)"), and by the agent or agent(s) of each participating musician, including the Local Union.

(c) All claims and disputes which may arise between the Purchaser and the participating musician(s) regarding the application or interpretation of any of the terms or conditions of this contract, including any disputes between the parties as to their respective obligations and responsibilities hereunder, shall be referred exclusively to binding arbitration. If a claim or dispute involves participating musician(s) who are all members of the Local Union, then such claim or dispute shall be referred to the Executive Board of the Local Union. All other claims or disputes arising under this contract between the Purchaser and participating musician(s) shall be referred to the International Executive Board (herein called "IEB") of the Federation for arbitration and determination in New York, New York. The IEB shall decide any question of whether it or the Local Union Executive Board has jurisdiction over a particular claim or dispute.

(d) This contract, and all arbitration proceedings conducted hereunder, shall be governed by and enforced under the laws of the State of New York notwithstanding the forum or jurisdiction in which an action concerning this contract may be brought. All arbitration proceedings conducted hereunder by the IEB shall be conducted according to the Rules of Practice and Procedure of the IEB which may from time to time be in effect. All arbitration proceedings conducted by the Local Union shall be conducted according to Rules adopted by the Local Union. A copy of the IEB Rules of Practice and Procedure may be obtained from the Secretary-Treasurer of the Federation in New York City, New York. A copy of the Rules of the Local Union may be obtained from the Secretary of the Local Union. All rulings and awards made by the IEB in arbitration hereunder shall be final and binding upon the Purchaser and participating musician(s).

(e) Except awards of the IEB made on appeal as provided in (f) below, a Purchaser or participating musician, or the agent of any participating musician, may bring an action to confirm or to reduce to judgment an arbitration award of the IEB only in the courts of the State of New York; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of the appropriate courts of the State of New York for that purpose. Should a court of competent jurisdiction in New York confirm or enter judgment upon an award of the IEB, the Purchaser and participating musician(s) expressly agree that the prevailing party in the arbitration award shall be additionally entitled to judgment for reasonable attorneys' fees incurred in enforcing the award in the amount of ten percent (10%) of the award plus court costs therefor. A judgment confirming an IEB arbitration award, for attorneys' fees, and for costs may be enforced in the courts of any jurisdiction in which a party to this contract either resides or maintains an office or place of business.

(f) All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the IEB by any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure of the IEB. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s). Any party to an arbitration proceeding before the Local Union or to an arbitration appeal to the IEB may bring an action to confirm or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose. Should a court of competent jurisdiction of the jurisdiction in which the office of the Local Union is located confirm or enter judgment upon an award of the Local Union, or of the IEB made on appeal, the Purchaser and participating musician(s) expressly agree that the prevailing party in the arbitration award shall be additionally entitled to judgment for reasonable attorneys' fees incurred in enforcing the award in the amount of ten percent (10%) of the award plus court costs therefor.

(g) Notices, materials, papers or process which may be required to notify a Purchaser or participating musician(s) of the pendency of a claim or dispute or to initiate a court action to confirm, enter judgment upon, or enforce an arbitration award rendered by the IEB or the Local Union Executive Board, shall be served on the Purchaser and/or participating musician(s) by certified mail, return receipt requested, without necessity of personal service or other form of notice. All other notices, materials, papers or process which may be required to conduct arbitration proceedings under this contract may be served by regular first class mail.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

STEVE MC CLELLAN

CHRIS DESTARDINS

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

Print Name of Signatory Musician

Home Local Union No.

X Steve Mc Clellan X

Signature of Purchaser (or Agent thereof)

Signature of Signatory Musician

P.O. BOX 3191

611 BROADWAY SUITE 214

TRAFFIC STATION MINN MINN

N.Y.C. N.Y. 10012.

City

State

Zip Code

City

State

Zip Code

Telephone

Telephone

Booking Agent

Agreement No.

Address

RIDER TO CONTRACT FOR THE FLESHEATERS.

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

1. Artist shall receive 100% star billing in any and all publicity released and paid advertisements, including but not limited to, program, fliers, signs and marquees.
2. The correct billing for Artist applicable in all promotional materials is: The FLESHEATERS
3. In the event that compensation payable to Artist hereunder is measured in whole or part by a percentage of receipts, Artist shall have the right to set a limit to the number of free admissions authorized by Employer. If the Employer is unable to accurately determine the number of persons admitted free, the Employer agrees to accept as binding a reasonable estimate made by the Artist's representative. Further, Employer agrees that at no time will the number of free admissions, i.e. house guests, employee guests, press and guests of the band to be in excess of 40 people.
4. Employer agrees to provide at his sole cost and expense a professional concert-quality sound system with minimum requirements as follows:
 - a) 10 professional quality microphones with full stands and 2 direct input boxes (2 vocal mics with straight stand and round bottom & 1 vocal mic with boom stand)
 - b) First class monitor speaker systems
 - c) A first class P.A. system
 - d) A minimum 16 channel input and 2 channel output mixing console with individual EQ.
5. Employer agrees to provide at his sole cost and expense Van transportation for 6 people, equipment and luggage from and to airport/train station and hotels or lodging.
6. It is agreed that Employer shall provide a stage lighting system.
7. Artist must have approval of any support acts that the Employer engages.
8. Employer agrees to provide a comfortable and private dressing room adequate for use by 6 persons during the Artist's entire performance. This room should be clean, dry, well-lit, heated or air-conditioned, shall have mirrors and contain at least 6 chairs or comfortable seating for 6 persons and shall be within easy access to clean lavatories. Employer shall be solely responsible for the security of items in the dressing area and shall keep all unauthorized persons from entering said area.
9. Employer will provide the Artist (including all sidepeople) with a minimum of 2 gratis drinks per person in the dressing room or per Artist's request, at the bar or on stage. Employer further agrees that there will be on hand a minimum of 10 clean towels, 1 case of imported beer and 2 large bottles of Mineral, Spring or Perrier water on stage (with lime) in 4 glasses before each set.
10. Artist has 100% control of his performance.
11. There will be absolutely no tape recordings, video recordings, radio broadcasts during the performance unless prior written permission is granted by Artist or his Representative. All cassette recorders or other unauthorized taping equipment will be confiscated by Employer and held until completion of engagement.
12. There will be no flash photography of Artist without prior written permission from Artist or his Representative during the musical performance.
13. ALL MONIES DUE AND PAYABLE TO ARTIST SHALL BE PAID IN CASH TO: Robert Norris IMMEDIATELY FOLLOWING PERFORMANCE.
14. Employer must be at the concert hall or club one hour before the doors open and remain until all requirements of the Contract and Rider are fulfilled.
15. Time shall be provided for a Soundcheck at the request of the Artist.
16. In case of any conflict of terms, the terms contained in this Rider shall prevail over any other. All terms of this Rider are specifically accepted by Employer unless they are waived by the Artist. Such waiver shall be effective only if initialed by both Artist and Employer.
- 16 a. Employer agrees to attached equipment rider if any.

AGREED AND ACCEPTED BY:

Stephen T. McCallum
Employer

Artist

Date

6/23/82

Date

FLESH EATERS

The legendary, incendiary FLESH EATERS rocket to the head of the class while side-stepping hardcore punk and knocking aside dance-oriented synth-pop bands. Critics and audiences alike have been unable to categorize the band causing endless confusion to record company execs and club promoters. Elements from punk, heavy metal, r&b and country connect up in strange cohesion. On paper it may sound like a collection of disparate parts joined haphazardly together, but if you've seen the band live or heard their previous releases A MINUTE TO PRAY, A SECOND TO DIE(JRR101) or FOREVER CAME TODAY(JRR 805), both on Ruby/Slash Records you know how well it works. THE FLESH EATERS play rock 'n roll, probably the most commercial yet still wild rock 'n roll since THE SEX PISTOLS. And if THE FLESH EATERS aren't dance music, what is? The new LP, A HARD ROAD TO FOLLOW is composed of twelve songs, ten originals and two covers, "Rhymes" by Al Green and "I Take What I Want" by Ann Peebles.

Singer/producer, Chris D. (he's also produced debut LPS for THE GUN CLUB and THE DREAM SYNDICATE) started THE FLESH EATERS in October 1977. The group went through various line-ups until putting a moratorium on live appearances in August 1978. A four song EP "Radio Dies Screaming" was released October '78. Chris continued to record with assorted studio line-ups, releasing material on the TOOTH AND NAIL sampler and a FLESH EATERS' LP NO QUESTIONS ASKED (both on Upsetter Records, who, ironically enough, welcome home THE FLESH EATERS for this, their 4th LP, HARD ROAD). In October '80 Chris put together friends from THE BLASTERS and X to make up THE FLESH EATERS 2nd LP A MINUTE TO PRAY, A SECOND TO DIE which was the first release on Ruby/Slash Records. The group did a series of live shows from February to August '81 at which time conflicting schedules curtailed further appearances. Chris pulled together the existing line-up in November of the same year. They began playing live December '81, recorded their third LP FOREVER CAME TODAY for Ruby, and have remained intact till the present day.

Guitarist, Don Kirk, was born in Midland, Texas and has played guitar off and on since the age of 11. He moved to L.A. in 1970 at the age of 17 and has lived here ever since. THE FLESH EATERS were Don's first band but not because of a lack of offers. "With the FLESH EATERS I felt for the first time I had an outlet for my style of playing." Robyn Jameson, bassist, was born in Stuttgart, Germany. His first musical instrument was classical piano which he played from age 6 to 14. At 16 he took up drums and guitar. At age 22 he moved from Europe to Houston, Texas where he started playing bass guitar. He didn't play with any bands until moving to L.A., his present home. Previous combos include THE TRANSIENTS and THE BLANK ENSEMBLE. Drummer, Chris Wahl is a California native and spent time growing

up in both the San Fernando Valley and New Jersey. He's played drums since early teenhood, mainly in cover bands or bands that never made it out of the garage...until THE FLESH EATERS. Chris' one off-again, on-again side project is WEASEL MUSIC a dissonant jazz-punk outfit. Back-up singer, Jill Jordan, another California native, grew up in Porterville, Hermosa Beach and Los Angeles. Jill previously sang with all-girl aggravation aggregation CASTRATION SQUAD. Upon completion of this newest LP, Jill left THE FLESH EATERS to further her career as clothing designer. Her replacement, Stephanie Heasley (she's not on the record), was born in Washington, D.C. and has lived in Maryland, Virginia, and New Orleans before she came to L.A. eight years ago. She began singing in church choirs...before graduating to bands the likes of NERVOUS GENDER and GOBSCHIT.

AND HERE'S WHAT SOME OF THE MORE ENLIGHTENED CRITICS HAD TO SAY ABOUT PREVIOUS FLESH EATERS' RECORDS "FOREVER CAME TODAY" AND "A MINUTE TO PRAY, A SECOND TO DIE" ON RUBY RECORDS

'An even more readily accesible mixture of punk, heavy metal and early rock'n roll influences' - ROBERT PALMER - New York Times

'THE BEST BAND I HAVE HEARD IN THE LAST SIX YEARS. But don't listen to me when you can get it straight from the vampire's mouth. Buy the third Flesh Eaters' LP FOREVER CAME TODAY, or better yet, put on your best fright wig and see 'em when they come to your town.' - TOM GIVAN - New York Rocker

'The Flesh Eaters have a lot to say...Chris Desjardins is a poet of some worth...the music is blistering rock'n roll, more accessible than one would first think.' - Billboard

'Enjoying the Flesh Eaters depends on one's willingness to accept Desjardins' unorthodox assault. It's worth the effort...a rewarding work, filled with an intensely poetic symbology of death and desperate beauty...a heartfelt look at the disease, pain and burning urgency of love.' - CRAIG LEE - Los Angeles Times

'...if you took a shine to the outfit's previous astringent effort A MINUTE TO PRAY, A SECOND TO DIE, this new LP will not disappoint...' - DAVID CHUTE - Los Angeles Herald Examiner

'This LP edges closer to the Great Punk-Metal Fusion that's undoubtedly just a gleam in an enterprising accountant's eye.' DON WALLER - L.A. Weekly

'Without question this month's pick of the stack. Chris D.'s latest combo of Flesh Eaters is the best yet, surpassing even the X/Blasters group that spiced up A MINUTE TO PRAY, A SECOND TO DIE...the white heat of a wall of upfront buzzsaw guitars up against a rich catalogue of roots rhythms: anthemic rock'n roll...' - J. NEO - Ego Mag

'Chris D. is the best singer/songwriter that's ever poked his pate above the stiflin' smog that covers the L.A. sweatbasin.' - BYRON COLEY - New York Rocker

'Chris D.'s singing is fascinating, sometimes brilliant. A voice that crawls, cuts, wails, burns, a tortured John Cale type vacuuming his soul.' - SYLVIE SIMMONS - Sounds(UK)

'...rhythm section Robyn Jameson on bass and drummer Chris Wahl is as incendiary as napalm, and guitarist, Don Kirk, is a real treasure...he kicks up such a hailstorm of fuzzed-out noise that he sounds as though he's been playing rock'n roll since the invention of electricity. I haven't heard a guitar player unwind this kind of hurting sound since James Williamson...maintains the feverish standard set by last year's striking A MINUTE TO PRAY, A SECOND TO DIE...as devilish and combustible as its predecessor, and it offers proof that Chris D. doesn't need an all-star cast to set the underbrush aflame. I recommend it to all those who admire high passion and twelve-gauge impact in rock 'n roll.' CHRIS MORRIS - L.A. Reader

JANUARY 1983

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BENATAR
CALENDAR POSTER

MEN AT WORK SPRINGSTEEN BILLY JOEL HENDRIX

JANUARY 1983 \$1.95

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No kidding about madman/lyricist/singer Chris Desjardins either. He makes Ozzy O. sound like the Love Boat the Ooz now physically

scribed all the lyrics in shaky capital letters on the innersleeve in an apparent fit of compulsive, speed freak printing-urge that looks like a

almost *clean* in an unnatural way, effectively setting off Chris' hollered claim, "Masterpieces can be coaxed from the ruins of five drunken



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THE FLESH EATERS

May 24, 1983

THE FLESH EATERS have just made a video available of their song "THE WEDDING DICE" from the Ruby Records LP FOREVER CAME TODAY. The video blends band performance with the ghost story of a love affair that ends in tragedy. Featured in a cameo is veteran B movie queen, MARY WORONOV. "THE WEDDING DICE" will be followed in mid-June by the video of new composition "POISON ARROW"(an original, not the ABC tune) to coincide with release of their upcoming album A HARD ROAD TO FOLLOW on Upsetter Records. Both vids were conceived by singer, CHRIS D., director GARY WALKOW, and lensed by IRA EICHNER for Frolix Films.



THE FLESH EATERS

PICTURED IN A SCENE FROM THE FLESH EATERS' "WEDDING DICE"
VIDEO(AMONG OTHERS): PETER TILLMAN(LIEUTENANT STAVROS),
SPECIAL GUEST CAMEO MARY WORONOV(PARAMEDIC HANNAH) AND
CHRIS D. (FLESH EATERS)

PHOTO: DAVID KAPLAN

Ruby



**THE
FLESH EATERS**

clockwise from bottom STEPHANIE HEASLEY ROBYN JAMESON CHRIS D
NED LEUKHARDT DON KIRK

Photo David Arnoff

upsetter
RECORDS