



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

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(HEREIN CALLED "FEDERATION")



VARIETY ARTISTS INTERNATIONAL, INC.

4120 Excelsior Blvd., Minneapolis, MN 55416/612-925-3440

**THE ATTACHED RIDER IS PART OF THE
CONTRACT AND MUST BE SIGNED BY
ALL PARTIES CONCERNED**

Local Number _____

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 17TH day of JUNE, 1982, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. Name and Address of Place of Engagement: FIRST AVENUE/MINNEAPOLIS, MINNESOTA

Name of Band or Group: FLAMIN' OH'S

Number of Musicians: 4

2. Date(s), Starting and Finishing Time of Engagement: JUNE 23, 1982 / TIME TO BE ANNOUNCED / SETS TO BE ANNOUNCED

3. Type of Engagement (specify whether dance, stage show, banquet, etc.): STAGE SHOW/ARTISTS ARE TO RECEIVE 100% HEADLINE BILLING

4. Compensation Agreed Upon: FIVE HUNDRED DOLLARS (\$500.00) PLUS PURCHASER IS TO PROVIDE ARTISTS RIDER REQUIREMENTS.
(Amount and Terms)

5. Purchaser Will Make Payments As Follows: 50% DEPOSIT AND SIGNED CONTRACTS DUE VARIETY ARTISTS BY JUNE 27, 1982; BALANCE DUE NIGHT OF SHOW PRIOR TO PERFORMANCE.
(Specify when payment 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.

(Continued on reverse side)

CAPACITY: 1,600

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

K.Q.R.S.

BY: STEVE MCCOCCAN

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

X Steve McCoccan X
Signature of Purchaser (or Agent thereof)

Street Address

Golden Valley, Minnesota

City

State

Zip Code

(612) 546-2022

Telephone

Joseph H. Behrend

Print Name of Signatory Musician

Home Local Union No.

Signature of Signatory Musician

c/o J. P./3501 Dupont Avenue South

Musician's Home Address

Suite #3/Minneapolis, Minnesota 55408

City

State

Zip Code

Terry Rindal:1a1

008676

Booking Agent

Agreement No.

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.

[illegible]

RIDER TO CONTRACT DATED June 17, 1982 BETWEEN THE FLAMIN'OH'S
(HEREINAFTER REFERRED TO AS ARTIST) AND K.Q.R.S.

(HEREINAFTER REFERRED TO AS PURCHASER) COVERING THE ENGAGEMENT AT:

First Avenue/Minneapolis, Minnesota ON June 23, 1982

METHOD OF PAYMENT:

1. A deposit in the amount of \$ _____ made payable to VARIETY ARTISTS INTERNATIONAL in the form of a cashier's, certified, or school check to be returned with the signed contracts.
2. CASH, in the amount of \$ _____ shall be paid to the ARTIST prior to going on stage. ARTIST will accept a cashier's check, or money order only if specifically arranged in advance with ARTISTS MANAGEMENT.

THE FOLLOWING PROVISIONS SHALL BE DEEMED INCORPORATED IN, AND PART OF, THE AGREEMENT TO WHICH THIS RIDER IS ATTACHED:

1. STAGE REQUIREMENTS

- ☐ A. Stage dimensions--approximately 25' X 18', at least 18" above floor level.
- ☐ B. Four (4) sturdy tables 30" X 30", and 27" in height for P.A. system.
- ☐ C. Sturdy tables equalling 8' in length and 30" in height, plus space equalling 8' X 5' for sound and light mixers inside 45 degree sound cone from center stage with unobstructed view of stage within 60' of stage.
- ☐ D. Sturdy drum riser 8' X 8' and at least 12" above stage level placed on cleared stage five (5) hours prior to artists performance.

2. POWER REQUIREMENTS

- ☐ A. Three (3) 20 amp outlets at stage power.
- ☐ B. Two (2) 20 amp outlets at stage lights, etc. on separate circuit.

3. TIME FACTORS

- ☐ A. Access to cleared stage five (5) hours prior to artists performance.
- ☐ B. Promoter agrees to provide three (3) qualified stagehands to assist in load-in, stage striking, and load out.
- ☐ C. A pot of fresh coffee, one quart of orange juice, and unlimited ice-water provided for road techs upon arrival for load-in.
- ☐ D. Parking space for two vehicles, one auto and one 30' truck in close proximity and with direct access to stage door for a period commencing five (5) hours prior to, during, and two (2) hours following artists performance AT NO COST TO ARTIST.
- ☐ E. Sound check time approximately two (2) hours prior to performance for one half hour.
- ☐ F. Stage striking and load out time two (2) hours following performance.

4. SECURITY

- ___ A. All entrance points to performing area to be attended or locked from inside three (3) hours prior to artists performance. Attendants to be provided by promoter.
- ___ B. Only venue on-duty employees, band, and band personnel to be admitted to performing area without ticket or proof of purchase within three(3) hours of artists performance.
- ___ C. Promoter will provide a security force capable of insuring the safety of the FLAMIN'OH'S musicians, road crew and their equipment from the time of arrival until after they have left the venue.
- ___ D. Promoter agrees that his/her security force will insure that no film, VTR, sound recording or other visual or aural reproduction of the FLAMIN'OH'S will be permitted without the express written consent of NEW MANAGEMENT or FAT CITY RECORDS.

5. ARTIST REQUIREMENTS

- ___ A. Artist requires secure, clean dressing room(s) with mirror and wash basin, plus 110 volt outlets to check tuning, etc, with access to room(s) three (3) hours prior to performance.
- ___ B. Key to locked dressing room(s) will be provided to road manager upon arrival.
- ___ C. Artist requires twelve (12) clean, dry terry towels in dressing room prior to performance.
- ___ D. Artist requires one (1) 12 pack of cold soda, two(2) pitchers of ice water, and one(1) 12 pack or equivalent of cold beer in dressingroom prior to performance, at no cost to artist.
- ___ E. Artist requires one (1) 12 pack of cold beer on stage during performance, at no cost to artist. (where permitted by law)
- ___ F. Artist requires large deli-type tray to include assorted cheeses, bread, meat and fresh fruit in dressing room prior to performance, at no cost to artist.
- ___ G. Artist requests one (1) pint of Jack Daniels in dressing room prior to last set.

6. ADVERTISING-PROMOTION-PUBLICITY

- ___ A. Billing: Where the FLAMIN'OH'S are the headline attraction, this band shall receive 100% sole exclusive headline billing in any and all advertising and publicity for this performance.
- ___ B. Any and all radio or TV ads for this engagement will use as music background cuts from the FLAMIN'OH'S most recent LP.
- ___ C. Any and all print ads should include trademarked band logo prominently displayed. (from stat sheet provided)
- ___ D. All print, radio, and TV ads shall include the statement:"THE FLAMIN'OH'S ARE AVAILABLE EXCLUSIVELY ON FAT CITY RECORDS AND TAPES."
- ___ E. Artist shall have the sole and exclusive right at his option to sell or cause to be sold the following items: programs, pictures, likenesses, posters, T-shirts, or souvenirs of this engagement.
- ___ F. Promoter will not permit the recording, video-taping, broadcasting (oral and/or visual) of any performance without the express prior written consent of the FLAMIN'OH'S management firm. Any and all photographers must be authorized by the FLAMIN'ON'S ROAD MANAGER.

7. TICKETS-COMPLIMENTARY

- ___ A. Artist requires the use of eighteen (18) complimentary tickets per performance, plus the use of eight (8) backstage passes for use by artist.
- ___ B. On percentage dates, promoter is limited to 4% of listed venue capacity for complimentary tickets. (Press and radio not applicable to this)
- ___ C. On percentage dates, promoter agrees not to discount tickets or to offer tickets to the FLAMIN'OH'S Performance without prior written approval of the FLAMIN'OH'S management. This applies to premium tickets given at performance other than that of the FLAMIN'OH'S.

8. CONTACTS

- ___ A. Promoter should provide name and telephone number(s) of venue operator who will arrange entry to venue five (5) hours prior to performance: _____

PROVISIONS 1-8 AGREED TO AND ACCEPTED BY: _____

(PURCHASER)

(ARTIST)

12.. QUESTIONNAIRE

Nearest full range music store: _____
Address: _____
Phone #: _____

Nearest 24 hour restaurant : _____
Address: _____
Phone #: _____

Nearest 24 hour truck stop & : _____
vehicle service center address: _____
Phone #: _____

Nearest clean motel facility : _____
address: _____
Phone #: _____

Is venue:
Basement _____
Ground floor _____
2nd floor _____
3rd floor _____

Will load in & out involve:
Stairways _____
Elevators _____

In the space below, please show building, in/out door location, loading dock area, and parking for auto & truck:

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")



VARIETY ARTISTS INTERNATIONAL, INC.

4120 Excelsior Blvd./Minneapolis, MN 55416/612-925-3440

CONTRACT

THE ATTACHED RIDER IS PART OF THE CONTRACT AND MUST BE SIGNED BY ALL PARTIES CONCERNED.

Local Number _____

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 17TH day of JUNE, 1982, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. Name and Address of Place of Engagement: FIRST AVENUE/MINNEAPOLIS, MINNESOTA
- Name of Band or Group: FLAMEN' OH'S
- Number of Musicians: 4
2. Date(s), Starting and Finishing Time of Engagement: JUNE 23, 1982 / TIME TO BE ANNOUNCED// SETS TO BE ANNOUNCED
3. Type of Engagement (specify whether dance, stage show, banquet, etc.): STAGE SHOW/ARTISTS ARE TO RECEIVE 100% PROGRESSIVE BILLING
4. Compensation Agreed Upon: \$ FIVE HUNDRED DOLLARS (\$500.00) PLUS PURCHASER IS TO PROVIDE ARTISTS RIDER REQUIREMENTS.
(Amount and Terms)
5. Purchaser Will Make Payments As Follows: 50% DEPOSIT AND SIGNED CONTRACTS DUE VARIETY ARTISTS BY JUNE 27, 1982; BALANCE DUE NIGHT OF SHOW PRIOR TO PERFORMANCE.
(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.

(Continued on reverse side)

CAPACITY: 1,600

IN WITNESS WHEREOF, the [REDACTED] have hereunto set their names and seals on the day and year first above written.

K.Q.B.S. STEVE MCCELCAU
BY: [Signature]

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

X [Signature] X
Signature of Purchaser (or Agent thereof)

Street Address

Golden Valley, Minnesota

City

State

Zip Code

(612) 546-2022

Telephone

Joseph H. Behrend

Print Name of Signatory Musician

Home Local Union No.

Signature of Signatory Musician

c/o J. P./3501 Dupont Avenue South

Musician's Home Address

Suite #3/Minneapolis, Minnesota 55408

City

State

Zip Code

Terry Rindal:1a1

Booking Agent

008676

Agreement No.

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.

[illegible]

RIDER TO CONTRACT DATED June 17, 1982 BETWEEN THE FLAMIN'OH'S
(HEREINAFTER REFERRED TO AS ARTIST) AND K.Q.R.S.

(HEREINAFTER REFERRED TO AS PURCHASER) COVERING THE ENGAGEMENT AT:

First Avenue/Minneapolis, Minnesota

ON June 23, 1982

METHOD OF PAYMENT:

1. A deposit in the amount of \$_____ made payable to VARIETY ARTISTS INTERNATIONAL in the form of a cashier's, certified, or school check to be returned with the signed contracts.
2. CASH, in the amount of \$_____ shall be paid to the ARTIST prior to going on stage. ARTIST will accept a cashier's check, or money order only if specifically arranged in advance with ARTISTS MANAGEMENT.

THE FOLLOWING PROVISIONS SHALL BE DEEMED INCORPORATED IN, AND PART OF, THE AGREEMENT TO WHICH THIS RIDER IS ATTACHED:

1. STAGE REQUIREMENTS

- ☐ A. Stage dimensions--approximately 25' X 18', at least 18" above floor level.
- ☐ B. Four (4) sturdy tables 30" X 30", and 27" in height for P.A. system.
- ☐ C. Sturdy tables equalling 8' in length and 30" in height, plus space equalling 8' X 5' for sound and light mixers inside 45 degree sound cone from center stage with unobstructed view of stage within 60' of stage.
- ☐ D. Sturdy drum riser 8' X 8' and at least 12" above stage level placed on cleared stage five (5) hours prior to artists performance.

2. POWER REQUIREMENTS

- ☐ A. Three (3) 20 amp outlets at stage power.
- ☐ B. Two (2) 20 amp outlets at stage lights, etc. on separate circuit.

3. TIME FACTORS

- ☐ A. Access to cleared stage five (5) hours prior to artists performance.
- ☐ B. Promoter agrees to provide three (3) qualified stagehands to assist in load-in, stage striking, and load out.
- ☐ C. A pot of fresh coffee, one quart of orange juice, and unlimited ice-water provided for road techs upon arrival for load-in.
- ☐ D. Parking space for two vehicles, one auto and one 30' truck in close proximity and with direct access to stage door for a period commencing five (5) hours prior to, during, and two (2) hours following artists performance AT NO COST TO ARTIST.
- ☐ E. Sound check time approximately two (2) hours prior to performance for one half hour.
- ☐ F. Stage striking and load out time two (2) hours following performance.

4. SECURITY

- ___ A. All entrance points to performing area to be attended or locked from inside three (3) hours prior to artists performance. Attendants to be provided by promoter.
- ___ B. Only venue on-duty employees, band, and band personnel to be admitted to performing area without ticket or proof of purchase within three(3) hours of artists performance.
- ___ C. Promoter will provide a security force capable of insuring the safety of the FLAMIN'OH'S musicians, road crew and their equipment from the time of arrival until after they have left the venue.
- ___ D. Promoter agrees that his/her security force will insure that no film, VTR, sound recording or other visual or aural reproduction of the FLAMIN'OH'S will be permitted without the express written consent of NEW MANAGEMENT or FAT CITY RECORDS.

5. ARTIST REQUIREMENTS

- ___ A. Artist requires secure, clean dressing room(s) with mirror and wash basin, plus 110 volt outlets to check tuning, etc, with access to room(s) three (3) hours prior to performance.
- ___ B. Key to locked dressing room(s) will be provided to road manager upon arrival.
- ___ C. Artist requires twelve (12) clean, dry terry towels in dressing room prior to performance.
- ___ D. Artist requires one (1) 12 pack of cold soda, two(2) pitchers of ice water, and one(1) 12 pack or equivalent of cold beer in dressingroom prior to performance, at no cost to artist.
- ___ E. Artist requires one (1) 12 pack of cold beer on stage during performance, at no cost to artist. (where permitted by law)
- ___ F. Artist requires large deli-type tray to include assorted cheeses, bread, meat and fresh fruit in dressing room prior to performance, at no cost to artist.
- ___ G. Artist requests one (1) pint of Jack Daniels in dressing room prior to last set.

6. ADVERTISING-PROMOTION-PUBLICITY

- ___ A. Billing: Where the FLAMIN'OH'S are the headline attraction, this band shall receive 100% sole exclusive headline billing in any and all advertising and publicity for this performance.
- ___ B. Any and all radio or TV ads for this engagement will use as music background cuts from the FLAMIN'OH'S most recent LP.
- ___ C. Any and all print ads should include trademarked band logo prominently displayed. (from stat sheet provided)
- ___ D. All print, radio, and TV ads shall include the statement:"THE FLAMIN'OH'S ARE AVAILABLE EXCLUSIVELY ON FAT CITY RECORDS AND TAPES."
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7. TICKETS-COMPLIMENTARY

- ___ A. Artist requires the use of eighteen (18) complimentary tickets per performance, plus the use of eight (8) backstage passes for use by artist.
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8. CONTACTS

- ___ A. Promoter should provide name and telephone number(s) of venue operator who will arrange entry to venue five (5) hours prior to performance: _____

PROVISIONS 1-8 AGREED TO AND ACCEPTED BY: _____

(PURCHASER)

(ARTIST)

12.. QUESTIONNAIRE

Nearest full range music store: _____
Address: _____
Phone #: _____

Nearest 24 hour restaurant : _____
Address: _____
Phone #: _____

Nearest 24 hour truck stop & : _____
vehicle service center address: _____
Phone #: _____

Nearest clean motel facility : _____
address: _____
Phone #: _____

Is venue:
Basement _____
Ground floor _____
2nd floor _____
3rd floor _____

Will load in & out involve:
Stairways _____
Elevators _____

In the space below, please show building, in/out door location, loading dock area, and parking for auto & truck:

(HEREIN CALLED "FEDERATION")



VARIETY ARTISTS INTERNATIONAL, INC.

4120 Excelsior Blvd./Minneapolis, MN 55416/612-925-3440

CONTRACT

THE ATTACHED RIDER IS PART OF THE
CONTRACT AND MUST BE SIGNED BY
ALL PARTIES CONCERNED.

Local Number _____

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1. Name and Address of Place of Engagement: FIRST AVENUE/MINNEAPOLIS, MINNESOTA
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- Number of Musicians: 4
2. Date(s), Starting and Finishing Time of Engagement: JUNE 23, 1982 / TIME TO BE ANNOUNCED // SEES TO BE ANNOUNCED
3. Type of Engagement (specify whether dance, stage show, banquet, etc.): STAGE SHOW/ARTISTS ARE TO RECEIVE 100% HEADLINE BILLING
4. Compensation Agreed Upon: \$ FIVE HUNDRED DOLLARS (\$500.00) PLUS PURCHASER IS TO PROVIDE ARTISTS OTHER REQUIREMENTS.
(Amount and Terms)
5. Purchaser Will Make Payments As Follows: 50% DEPOSIT AND SIGNED CONTRACTS DUE VARIETY ARTISTS BY JUNE 27, 1982; BALANCE DUE NIGHT OF SHOW PRIOR TO PERFORMANCE.
(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.

(Continued on reverse side)

CAPACITY: 1,600

IN WITNESS WHEREOF, the [REDACTED] have hereunto set their names and seals on the day and year first above written.

K.O.R.S.

BY:

STEVE MCCOLLAN

Joseph H. Behrend

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.

Signature of Purchaser (or Agent thereof)

Signature of Signatory Musician

Street Address

Musician's Home Address

Golden Valley, Minnesota

c/o J. P./3501 Dupont Avenue South

Suite #3/Minneapolis, Minnesota 55408

City

State

Zip Code

City

State

Zip Code

(612) 546-2022

Telephone

Booking Agent

Agreement No.

008676

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.

[illegible]

RIDER TO CONTRACT DATED June 17, 1982 BETWEEN THE FLAMIN'OH'S¹
(HEREINAFTER REFERRED TO AS ARTIST) AND K.Q.R.S.

(HEREINAFTER REFERRED TO AS PURCHASER) COVERING THE ENGAGEMENT AT:

First Avenue/Minneapolis, Minnesota

ON June 23, 1982

METHOD OF PAYMENT:

1. A deposit in the amount of \$ _____ made payable to VARIETY ARTISTS INTERNATIONAL in the form of a cashier's, certified, or school check to be returned with the signed contracts.
2. CASH, in the amount of \$ _____ shall be paid to the ARTIST prior to going on stage. ARTIST will accept a cashier's check, or money order only if specifically arranged in advance with ARTISTS MANAGEMENT.

THE FOLLOWING PROVISIONS SHALL BE DEEMED INCORPORATED IN, AND PART OF, THE AGREEMENT TO WHICH THIS RIDER IS ATTACHED:

1. STAGE REQUIREMENTS

- ☐ A. Stage dimensions--approximately 25' X 18', at least 18" above floor level.
- ☐ B. Four (4) sturdy tables 30" X 30", and 27" in height for P.A. system.
- ☐ C. Sturdy tables equalling 8' in length and 30" in height, plus space equalling 8' X 5' for sound and light mixers inside 45 degree sound cone from center stage with unobstructed view of stage within 60' of stage.
- ☐ D. Sturdy drum riser 8' X 8' and at least 12" above stage level placed on cleared stage five (5) hours prior to artists performance.

2. POWER REQUIREMENTS

- ☐ A. Three (3) 20 amp outlets at stage power.
- ☐ B. Two (2) 20 amp outlets at stage lights, etc. on separate circuit.

3. TIME FACTORS

- ☐ A. Access to cleared stage five (5) hours prior to artists performance.
- ☐ B. Promoter agrees to provide three (3) qualified stagehands to assist in load-in, stage striking, and load out.
- ☐ C. A pot of fresh coffee, one quart of orange juice, and unlimited ice-water provided for road techs upon arrival for load-in.
- ☐ D. Parking space for two vehicles, one auto and one 30' truck in close proximity and with direct access to stage door for a period commencing five (5) hours prior to, during, and two (2) hours following artists performance AT NO COST TO ARTIST.
- ☐ E. Sound check time approximately two (2) hours prior to performance for one half hour.
- ☐ F. Stage striking and load out time two (2) hours following performance.

4. SECURITY

- ___ A. All entrance points to performing area to be attended or locked from inside three (3) hours prior to artists performance. Attendants to be provided by promoter.
- ___ B. Only venue on-duty employees, band, and band personnel to be admitted to performing area without ticket or proof of purchase within three(3) hours of artists performance.
- ___ C. Promoter will provide a security force capable of insuring the safety of the FLAMIN'OH'S musicians, road crew and their equipment from the time of arrival until after they have left the venue.
- ___ D. Promoter agrees that his/her security force will insure that no film, VTR, sound recording or other visual or aural reproduction of the FLAMIN'OH'S will be permitted without the express written consent of NEW MANAGEMENT or FAT CITY RECORDS.

5. ARTIST REQUIREMENTS

- ___ A. Artist requires secure, clean dressing room(s) with mirror and wash basin, plus 110 volt outlets to check tuning, etc, with access to room(s) three (3) hours prior to performance.
- ___ B. Key to locked dressing room(s) will be provided to road manager upon arrival.
- ___ C. Artist requires twelve (12) clean, dry terry towels in dressing room prior to performance.
- ___ D. Artist requires one (1) 12 pack of cold soda, two(2) pitchers of ice water, and one(1) 12 pack or equivalent of cold beer in dressingroom prior to performance, at no cost to artist.
- ___ E. Artist requires one (1) 12 pack of cold beer on stage during performance, at no cost to artist. (where permitted by law)
- ___ F. Artist requires large deli-type tray to include assorted cheeses, bread, meat and fresh fruit in dressing room prior to performance, at no cost to artist.
- ___ G. Artist requests one (1) pint of Jack Daniels in dressing room prior to last set.

6. ADVERTISING-PROMOTION-PUBLICITY

- ___ A. Billing: Where the FLAMIN'OH'S are the headline attraction, this band shall receive 100% sole exclusive headline billing in any and all advertising and publicity for this performance.
- ___ B. Any and all radio or TV ads for this engagement will use as music background cuts from the FLAMIN'OH'S most recent LP.
- ___ C. Any and all print ads should include trademarked band logo prominently displayed. (from stat sheet provided)
- ___ D. All print, radio, and TV ads shall include the statement:"THE FLAMIN'OH'S ARE AVAILABLE EXCLUSIVELY ON FAT CITY RECORDS AND TAPES."
- ___ E. Artist shall have the sole and exclusive right at his option to sell or cause to be sold the following items: programs, pictures, likenesses, posters, T-shirts, or souvenirs of this engagement.
- ___ F. Promoter will not permit the recording, video-taping, broadcasting (oral and/or visual) of any performance without the express prior written consent of the FLAMIN'OH'S management firm. Any and all photographers must be authorized by the FLAMIN'ON'S ROAD MANAGER.

7. TICKETS-COMPLIMENTARY

- ___ A. Artist requires the use of eighteen (18) complimentary tickets per performance, plus the use of eight (8) backstage passes for use by artist.
- ___ B. On percentage dates, promoter is limited to 4% of listed venue capacity for complimentary tickets. (Press and radio not applicable to this)
- ___ C. On percentage dates, promoter agrees not to discount tickets or to offer tickets to the FLAMIN'OH'S Performance without prior written approval of the FLAMIN'OH'S management. This applies to premium tickets given at performance other than that of the FLAMIN'OH'S.

8. CONTACTS

- ___ A. Promoter should provide name and telephone number(s) of venue operator who will arrange entry to venue five (5) hours prior to performance: _____

PROVISIONS 1-8 AGREED TO AND ACCEPTED BY: _____

(PURCHASER)

(ARTIST)

12.. QUESTIONNAIRE

Nearest full range music store: _____
Address: _____
Phone #: _____

Nearest 24 hour restaurant : _____
Address: _____
Phone #: _____

Nearest 24 hour truck stop & : _____
vehicle service center address: _____
Phone #: _____

Nearest clean motel facility : _____
address: _____
Phone #: _____

Is venue:
Basement _____
Ground floor _____
2nd floor _____
3rd floor _____

Will load in & out involve:
Stairways _____
Elevators _____

In the space below, please show building, in/out door location, loading dock area, and parking for auto & truck:

(HEREIN CALLED "FEDERATION")



VARIETY ARTISTS INTERNATIONAL, INC.

4120 Excelsior Blvd./Minneapolis, MN 55416/612-925-3440

CONTRACT

Local Number _____

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 17th day of JUNE, 1982, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. Name and Address of Place of Engagement: FIRST AVENUE/MINNEAPOLIS, MINNESOTA
 Name of Band or Group: FLAT TOP
 Number of Musicians: 5
2. Date(s), Starting and Finishing Time of Engagement: JUNE 23, 1982 / TIME TO BE ANNOUNCED // 8PM TO 11PM
3. Type of Engagement (specify whether dance, stage show, banquet, etc.): STAGE SHOW/ARTISTS ARE TO RECEIVE 100%
4. Compensation Agreed Upon: \$ ONE THOUSAND DOLLARS (\$1000.00) FIVE PERCENTAGE IS TO PROVIDE ARTISTS
 (Amount and Terms)
5. Purchaser Will Make Payments As Follows: ONE THOUSAND AND SEVEN DOLLARS ONE VARIETY ARTISTS IN
 (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.

(Continued on reverse side)

CAPACITY: 1,600

IN WITNESS WHEREOF, the [REDACTED] have hereunto set their names and seals on the day and year first above written.

STEVE [REDACTED]
[REDACTED]

Joseph R. Bohrend

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.

Signature of Purchaser (or Agent thereon)

Signature of Signatory Musician

Street Address

Musician's Home Address

Golden Valley, Minnesota

c/o J. P./3901 Dupont Avenue South
 Suite #3/Minneapolis, Minnesota 55408

City

State

Zip Code

City

State

Zip Code

(612) 546-2022

Terry Randal:1al

008676

Telephone

Booking Agent

Agreement No.

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

(f) All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the IEB by any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure of the IEB. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s). Any party to an arbitration proceeding before the Local

Union or to an arbitration appeal to the IEB may bring an action to confirm or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose. Should a court of competent jurisdiction of the jurisdiction in which the office of the Local Union is located confirm or enter judgment upon an award of the Local Union, or of the IEB made on appeal, the Purchaser and participating musician(s) expressly agree that the prevailing party in the arbitration award shall be additionally entitled to judgment for reasonable attorneys' fees incurred in enforcing the award in the amount of ten percent (10%) of the award plus court costs therefor.

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

Names of All Musicians

Local Union No.

U.S. Social Security Numbers

Direct Pay

Joseph E. Behrend

73

[REDACTED]

\$

Robert Wilkinson

73

[REDACTED]

Robert Heide

73

[REDACTED]

Joseph Lalich

73

[REDACTED]

RIDER TO CONTRACT DATED June 17, 1982 BETWEEN THE FLAMIN'OH'S¹
(HEREINAFTER REFERRED TO AS ARTIST) AND K.Q.R.S.

(HEREINAFTER REFERRED TO AS PURCHASER) COVERING THE ENGAGEMENT AT:

First Avenue/Minneapolis, Minnesota

ON June 23, 1982

METHOD OF PAYMENT:

1. A deposit in the amount of \$ _____ made payable to VARIETY ARTISTS INTERNATIONAL in the form of a cashier's, certified, or school check to be returned with the signed contracts.
2. CASH, in the amount of \$ _____ shall be paid to the ARTIST prior to going on stage. ARTIST will accept a cashier's check, or money order only if specifically arranged in advance with ARTISTS MANAGEMENT.

THE FOLLOWING PROVISIONS SHALL BE DEEMED INCORPORATED IN, AND PART OF, THE AGREEMENT TO WHICH THIS RIDER IS ATTACHED:

1. STAGE REQUIREMENTS

- ☐ A. Stage dimensions approximately 25' X 18', at least 18" above floor level.
- ☐ B. Four (4) sturdy tables 30" X 30", and 27" in height for P.A. system.
- ☐ C. Sturdy tables equalling 8' in length and 30" in height, plus space equalling 8' X 5' for sound and light mixers inside 45 degree sound cone from center stage with unobstructed view of stage within 60' of stage.
- ☐ D. Sturdy drum riser 8' X 8' and at least 12" above stage level placed on cleared stage five (5) hours prior to artists performance.

2. POWER REQUIREMENTS

- ☐ A. Three (3) 20 amp outlets at stage power.
- ☐ B. Two (2) 20 amp outlets at stage lights, etc. on separate circuit.

3. TIME FACTORS

- ☐ A. Access to cleared stage five (5) hours prior to artists performance.
- ☐ B. Promoter agrees to provide three (3) qualified stagehands to assist in load-in, stage striking, and load out.
- ☐ C. A pot of fresh coffee, one quart of orange juice, and unlimited ice-water provided for road techs upon arrival for load-in.
- ☐ D. Parking space for two vehicles, one auto and one 30' truck in close proximity and with direct access to stage door for a period commencing five (5) hours prior to, during, and two (2) hours following artists performance AT NO COST TO ARTIST.
- ☐ E. Sound check time approximately two (2) hours prior to performance for one half hour.
- ☐ F. Stage striking and load out time two (2) hours following performance.

4. SECURITY

- ___ A. All entrance points to performing area to be attended or locked from inside three (3) hours prior to artists performance. Attendants to be provided by promoter.
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- ___ C. Promoter will provide a security force capable of insuring the safety of the FLAMIN'OH'S musicians, road crew and their equipment from the time of arrival until after they have left the venue.
- ___ D. Promoter agrees that his/her security force will insure that no film, VTR, sound recording or other visual or aural reproduction of the FLAMIN'OH'S will be permitted without the express written consent of NEW MANAGEMENT or FAT CITY RECORDS.

5. ARTIST REQUIREMENTS

- ___ A. Artist requires secure, clean dressing room(s) with mirror and wash basin, plus 110 volt outlets to check tuning, etc, with access to room(s) three (3) hours prior to performance.
- ___ B. Key to locked dressing room(s) will be provided to road manager upon arrival.
- ___ C. Artist requires twelve (12) clean, dry terry towels in dressing room prior to performance.
- ___ D. Artist requires one (1) 12 pack of cold soda, two(2) pitchers of ice water, and one(1) 12 pack or equivalent of cold beer in dressingroom prior to performance, at no cost to artist.
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6. ADVERTISING-PROMOTION-PUBLICITY

- ___ A. Billing: Where the FLAMIN'OH'S are the headline attraction, this band shall receive 100% sole exclusive headline billing in any and all advertising and publicity for this performance.
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- ___ D. All print, radio, and TV ads shall include the statement:"THE FLAMIN'OH'S ARE AVAILABLE EXCLUSIVELY ON FAT CITY RECORDS AND TAPES."
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- ___ A. Artist requires the use of eighteen (18) complimentary tickets per performance, plus the use of eight (8) backstage passes for use by artist.
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- ___ C. On percentage dates, promoter agrees not to discount tickets or to offer tickets to the FLAMIN'OH'S Performance without prior written approval of the FLAMIN'OH'S management. This applies to premium tickets given at performance other than that of the FLAMIN'OH'S.

8. CONTACTS

- ___ A. Promoter should provide name and telephone number(s) of venue operator who will arrange entry to venue five (5) hours prior to performance: _____

PROVISIONS 1-8 AGREED TO AND ACCEPTED BY: _____

(PURCHASER)

(ARTIST)

12.. QUESTIONNAIRE

Nearest full range music store: _____
Address: _____
Phone #: _____

Nearest 24 hour restaurant : _____
Address: _____
Phone #: _____

Nearest 24 hour truck stop & : _____
vehicle service center address: _____
Phone #: _____

Nearest clean motel facility : _____
address: _____
Phone #: _____

Is venue:
Basement _____
Ground floor _____
2nd floor _____
3rd floor _____

Will load in & out involve:
Stairways _____
Elevators _____

In the space below, please show building, in/out door location, loading dock area, and parking for auto & truck: