

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

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#### AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")



### VARIETY ARTISTS INTERNATIONAL, INC.

4120 Excelsior Blydring appolis MN 55416/612-925-3440

CONTRACTED RIDER IS PART OF THE

ALL PARTIES CONCERNED BY

	enever The Term "The Local Union" Is Used In This Contract, It S		ne Federation Wi	ith Jurisdiction Over
1 he	THIS CONTRACT for the personal services of musicians on the en	igagement described below is made	this17TH	day of
-	JUNE 1982 , between the undersignment of the supplier of the between the supplier of the suppl	gned purchaser of music (herein ca	lled "Purchaser"	) and the undersigned
mı l.	nsician or musicians.  Name and Address of Place of Engagement: FIRST AVENUE/	MINNEAPOLIS, MINNESOTA	A	
	Name of Band or Group: FLAMIN OH'S  Number of Musicians: 4			
2.	Date(s), Starting and Finishing Time of Engagement: JUNE 23 ANNOUNCED	, 1982 / TIME TO BE AM	MOUNCED /	SETS TO BE
3.	Type of Engagement (specify whether dance, stage show, banquet, e HEADLINE BILLING		*	
4.	Compensation Agreed Upon: \$FIVE HUNDRED DOLLARS (: RIDER REQUIREMENTS.	\$500.00) PLUS PURCHAS I	ER IS TO PR	OVIDE ARTISTS
5.	Purchaser Will Make Payments As Follows: 50% DEPOSIT AN JUNE 27, 1982; BALANCE DUE NIGHT OF SHOW	D SIGNED CONTRACTS DUI PRIOR TO PERFORMANCE:	E VARIETY A	RTISTS BY
6.	No performance on the engagement shall be recorded, reproduced means whatsoever, in the absence of a specific written agreement w tion or transmission. This prohibition shall not be subject to the arthis prohibition in any court of competent jurisdiction.	ith the Federation relating to and	permitting such r	ecording, reproduc-
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	IN WITNESS WHEREOF, the parties hereto have hereunto s	set their names and seals on the	day and year fi	rst above written.
	The same of the sa			8 8
	K.Q.R.S. DEVELVECTOR		~=	6
_	BY: Vickie Ann Hodgson	Joseph H. Behren		
X	Print Purchaser's Full and Correct Name (If Hurchaser is Corporation, Full and Correct Corporate Name)	Print Name of Signatory Mus		ome Local Union No.
	Signature of Purchaser (or Agent thereof)	14.00	Signatory Musicia t Avenue S	
	Street Address		s-Home Address	1.41
	Golden Valley, Minnesota	Suite #3/Minneapolis		a 55408
	City State Zip Code (612). 546-2022	Terry Rindal:lal	State	Zip Code 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 agentor agent(s) of each participating musician, including the Local Union.
  - (c) All claims and disputes which may arise between the Furchaser 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

(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.

Jegoph	Names of All	Musicians	g ye, assert	Local Union No.	25 See the Sumbers		Direct Pay
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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 \$\frac{1}{2} 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 \$\frac{\squarestar}{\squarestar}\$ 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 dimensionsapproximately 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 .
<ul> <li>A. Access to cleared stage five (5) hours prior to artists performance.</li> <li>B. Promoter agrees to provide three (3) qualified stagehands to assist in load-in, stage striking, and load out.</li> <li>C. A pot of fresh coffee, one quart of orange juice, and unlimited icewater provided for road techs upon arrival for load-in.</li> <li>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.</li> <li>E. Sound check time approximately two (2) hours prior to performance for one half hour.</li> <li>F. Stage striking and load out time two (2) hours following performance.</li> </ul>

4. S	ECURITY
B.	All entrance points to performing area to be attended or locked from inside three (3) hours prior to artists performance. Attendents to be provided by promoter.  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.  Promoter will provide a security force capable of insuring the saftey of the FLAMIN'OH'S musicians, road crew and their equipment from the time of arrival until after they have left the venue.  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
BCDEF.	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.  Key to locked dressing room(s) will be provided to road manager upon arrival.  Artist requires twelve (12) clean, dry terry towels in dressing room prior to performance.  Artist requires one (1) 12 pack of cold soda, two(2) pitchers of ice water, and one(1) 12 pack or equivelant of cold beer in dressingroom prior to performance, at no cost to artist.  Artist requires one (1) 12 pack of cold beer on stage during performance at no cost to artist. (where permitted by law)  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.  Artist requests one (1) pint of Jack Daniels in dressing room prior to last set.
6.	ADVERTISING-PROMOTION-PUBLICITY
B. C. D. E.	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.  Any and all radio or TV ads for this engagement will use as music background cuts from the FLAMIN'OH'S most recent LP.  Any and all print ads should include trademarked band logo prominently displayed. (from stat sheet provided)  All print, radio, and TV ads shall include the statement:"THE FLAMIN'OH'ARE AVAILABLE EXCLUSIVELY ON FAT CITY RECORDS AND TAPES."  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.  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. T	1CKETS-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.
	On percentage dates, promoter is limited to 4% of listed venue capacit for complimentary tickets. (Press and radio not applicable to this) 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:
PROVI	SIONS 1-8 AGREED TO AND ACCEPTED BY: (PURCHASER)
	(ARTIST)

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Nearest full range music	stores	9:1:1		
Add	ress			
Pho	ne #:			
Nearest 24 hour restaurant				
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Pho	ne #:			
Nearest 24 hour truck stop	· · ·			
vehicle service center add	ressi		T. Allegar	
Pho	ne #1			
Nearest clean motel facilitate	ty :			
Is venue:				
Basement				
Ground floor				
2nd floor				
3rd floor				
Will load in & out involve				
Stairways				
Elevators				

#### AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")



# VARIETY ARTISTS INTERNATIONAL INC. 4120 Excelsior Blvd./Minneapolis, MN 554 6 612-925-3440 MUST BE SIGNED BY

CONTRACTALL PARTIES CONCERNED.

	LocalN		
	nenever The Term "The Local Union" Is Used In This Contract, It		eration With Jurisdiction Over
l D	e Territory In Which The Engagement Covered By This Contract THIS CONTRACT for the personal services of musicians on the		17TH day of
		signed purchaser of music (herein called "F	
mı	isician or musicians.		archaser ) and the undersigned
	Name and Address of Place of Engagement: FIRST AVENUE	/MDINEAPOLIS, MINNESOTA	
	DI MATTIL OTTE		
	Name of Band or Group: FLAMIN OH'S  Number of Musicians: 4		
	Date(s), Starting and Finishing Time of Engagement: JULE 2	1982 / TIME TO BE ADMIN	CED// STEEL TO DE
	ANNOUNCED	7, 1702 / AMID 10 DD IBMOU	OLENY DISECTOR
	Type of Engagement (specify whether dance, stage show, banquet	etc.):STAGE SHOW/ARTISTS ARE	TO RECEIVE 100%
	Compensation Agreed Upon: \$FIVE HUNDRED DOLLARS	(\$500.00) PLUS PURCHASER IS (Amount and Terms)	TO PROVIDE ARTISTS
	Purchaser Will Make Payments As Follows: 50% DEPOSIT AT JUNE 27. 1982: BALANCE DUE NIGHT OF SHOW	ND SIGNED CONTRACTS DUE VAR PRIOR (Specify when payment are in be made)	LIETY ARTISTS BY
	No performance on the engagement shall be recorded, reproduce means whatsoever, in the absence of a specific written agreement tion or transmission. This prohibition shall not be subject to the a this prohibition in any court of competent jurisdiction.	with the Federation relating to and permit	ting such recording, reproduc-
	CAPACITY: 1,600	l on reverse side)	
	WII ACTIT. 1,000		
I	N WITNESS WHEREOF, the party was hereunto	set their names and seals on the day ar	nd year first above written.
	K.Q.R.S. STEVE MCCECCAU		
	BY: Tickie in the body so	Joseph H. Behrend	
•	Print Purchaser's Full and Correct Name (If Purchaser is Garporation Full and Correct Correct Name)	Print Name of Signatory Musician	Home Local Union No.
	Signature of Parchaser (or Agent thereof)	Signature of Signato	ry Musician
	Street Address		enue South
	Goldon Valley, Minnesova	Musician's Home Suite #3/Minneapolis, Min	Address mesota 55408
	City State Zip Code	Torry Rindsl:1el	State Zip Code
	Telephone	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 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

(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	73 Local Union No.	U.S. Social Security Numbers	Direct Pay
obert Wilkinson	73		
obert Heide	73		
beeph Lelich	73		

RIDER TO CONTRACT DATED June 17, 1982 BE	TWEEN THE FLAMIN'OH'S
(HEREINAFTER REFERRED TO AS ARTIST) AND K.Q.R.	
(HEREINAFTER REFERRED TO AS PURCHASER) COVERIN	
First Avenue/Minneapolis, Minnesota	
First Avenue/Minneapolis, Minnesota	ON June 23, 1982
METHOD OF PAYMENT:	
1. A deposit in the amount of \$ made par INTERNATIONAL in the form of a cashier's, be returned with the signed contracts.	yable to VARIETY ARTISTS certified, or school check to
2. CASH, in the amount of \$\frac{1}{2}  shall be part of shall be part only if specifically arranged in advance with the shall be part only if specifically arranged in advance with the shall be part of the sh	aid to the ARTIST prior to ier's check, or money order ith ARTISTS MANAGEMENT.
THE FOLLOWING PROVISIONS SHALL BE DEEMED INCORF THE AGREEMENT TO WHICH THIS RIDER IS ATTACHED:	PORATED IN, AND PART OF,
1. STAGE REQUIREMENTS	
A. Stage dimensionsapproximately 25' X 18' levelB. Four (4) sturdy tables 30" X 30", and 27"C. Sturdy tables equalling 8' in length and equalling 8' X 5' for sound and light mix	in height for P.A. system.
cone from center stage with unobstructed stage.	view of stage within 60'of
2. POWER REQUIREMENTS	
A. Three (3) 20 amp outlets at stage power.  B. Two (2) 20 amp outlets at stage lights, e	tc. on separate circuit.
3. TIME FACTORS .	
A. Access to cleared stage five (5) hours promoter agrees to provide three (3) quality in load-in, stage striking, and load out.  C. A pot of fresh coffee, one quart of orange water provided for road techs upon arrival.  D. Parking space for two vehicles, one auto a proximity and with direct access to stage five (5) hours prior to, during, and two (performance AT NO COST TO ARTIST.  E. Sound check time approximately two (2) hours prior half hours prior to.	e juice, and unlimited ice- l for load-in. and one 30' truck in close door for a period commencin (2) hours following artists
one half hour.  F. Stage striking and load out time two (2) h	

4. SECURITY					
B.	All entrance points to performing area to be attended or locked from inside three (3) hours prior to artists performance. Attendents to be provided by promoter.  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.  Promoter will provide a security force capable of insuring the saftey of the FLAMIN'OH'S musicians, road crew and their equipment from the time of arrival until after they have left the venue.  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				
BCDEF.	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.  Key to locked dressing room(s) will be provided to road manager upon arrival.  Artist requires twelve (12) clean, dry terry towels in dressing room prior to performance.  Artist requires one (1) 12 pack of cold soda, two(2) pitchers of ice water, and one(1) 12 pack or equivelant of cold beer in dressingroom prior to performance, at no cost to artist.  Artist requires one (1) 12 pack of cold beer on stage during performance at no cost to artist. (where permitted by law)  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.  Artist requests one (1) pint of Jack Daniels in dressing room prior to last set.				
6.	ADVERTISING-PROMOTION-PUBLICITY				
B. C. D. E.	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.  Any and all radio or TV ads for this engagement will use as music background cuts from the FLAMIN'OH'S most recent LP.  Any and all print ads should include trademarked band logo prominently displayed. (from stat sheet provided)  All print, radio, and TV ads shall include the statement: "THE FLAMIN'OH ARE AVAILABLE EXCLUSIVELY ON FAT CITY RECORDS AND TAPES."  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.				
	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.				

/. 11	ICKE1S-COMPLIMENTART
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PROVIS	SIONS 1-8 AGREED TO AND ACCEPTED BY: (PURCHASER)
	(ADTICT)

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Nearest full range music store:	
Address	
Phone #:	
Nearest 24 hour restaurant	
Address:_	
Phone #:_	
Nearest 24 hour truck stop # :_	
vehicle service center address:	
Phone #:	
addressi	
Is venue:	
Basement	
Ground floor	
2nd floor	
3rd floor	
Will load in & out involve:	
Stairways	
Elevators	

#### 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 CONTRA CONTRACT AND MUST BE SIGNED BY ALL PARTIES CONCERNED. Local Number.

meicia	n or musicians.	, between the unde	rsigned purchaser of r	nusic (herein called "Pur	chaser") and the undersigne
Nan	me and Address of Place of Engagement	PIRST AVERU	E/MINDREAPOLIS,	MINNESOTA	
Non	ne of Band or Group: PLANTEL OF I				
	mber of Musicians:				
Date	e(s), Starting and Finishing Time of Eng	agement: JUNE	23, 1982 / TIM	E TO BE ARROUNC	ED// SEES TO DE
Тур	e of Engagement (specify whether dance	, stage show, banque	et, etc.):STAGE SEO	WARRISTS AND T	O RECEIVE 100%
	npensation Agreed Upon: \$	DRED DOLLARS	(2500.00) PLU (Amount an	B PURCHASER TS	O PROVIDE ARTIST
	chaser Will Make Payments As Follows:	SOZ DEPOSIT A	(Specily when	n payments are to be made)	STY ARTISTS BY
	prohibition in any court of competent		ed on reverse side)		
					te builder to the
N WI	ITNESS WHEREOF, the	ave hereunt	set their names and	seals on the day and	year first above written.
			( ) E		
K.O	STEVE THE	CELLA	P		
BY:	Wester fam modgson	(1	Joseph	H. Behrend	
(II Pu	Print Burchaser's Full and Correct richaser is Corporation, Full and Correct Prince of the Correct Prince of the Corporation of	Name (opposite Name)	Print Name of	Signatory Musician	Home Local Union No.
4	Signature of Purch sur (or Agent	thereof)	OLA T. P. /2	Signature of Signatory	Musician
STATE OF THE PARTY.			40 01 2113	Musiciante Home 4.3	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT
Cal	Street Address		Sinther 45 Die	Musician's Home Ad	dress
Gold		Zip Code	Suite #3/Mi	uneapolis, Minn	State Zip Code

- 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 asbitration 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 hereund i 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

(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.

Joseph E. Bohrend	Local Union No.	U.S. Spojel Security Humbers	Olirect Pay
Nobert Wilkinson	73		
Robert Heide	73		
Joseph Lelich	73		

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 PURCHASE	
First Avenue/Minneapolis, Minnesota	ON June 23, 1982
METHOD OF PAYMENT:	
1. A deposit in the amount of \$ INTERNATIONAL in the form of a c be returned with the signed cont	made payable to VARIETY ARTISTS ashier's, certified, or school check to racts.
2. CASH, in the amount of \$ going on stage. ARTIST will accountly if specifically arranged in	shall be paid to the ARTIST prior to ept a cashier's check, or money order advance with ARTISTS MANAGEMENT.
THE FOLLOWING PROVISIONS SHALL BE DEI THE AGREEMENT TO WHICH THIS RIDER IS	EMED INCORPORATED IN, AND PART OF, ATTACHED:
1. STAGE REQUIREMENTS	
level.	25' X 18', at least 18" above floor
equalling 8' X 5' for sound and cone from center stage with unce stage.	", and 27" in height for P.A. system. ength and 30" in height, plus space light mixers inside 45 degree sound bstructed view of stage within 60'of
on cleared stage five (5) hours	t least 12" above stage level placed prior to artists performance.
2. POWER REQUIREMENTS	
A. Three (3) 20 amp outlets at sta	ge power.
B. Two (2) 20 amp outlets at stage  3. TIME FACTORS	lights, etc. on separate circuit.
B. Promoter agrees to provide three in load-in, stage striking, and	) hours prior to artists performance. e (3) qualified stagehands to assist load out.
D. Parking space for two vehicles.	t of orange juice, and unlimited ice- on arrival for load-in. one auto and one 30' truck in close s to stage door for a period commencing
performance AT NO COST TO ARTIS:  E. Sound check time approximately	and two (2) hours following artists
one half hour.	two (2) hours following performance.

4.	SECURITY
B	All entrance points to performing area to be attended or locked from inside three (3) hours prior to artists performance. Attendents to be provided by promoter.  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.  Promoter will provide a security force capable of insuring the saftey of the FLAMIN'OH'S musicians, road crew and their equipment from the time of arrival until after they have left the venue.  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.
	Key to locked dressing room(s) will be provided to road manager upon arrival.  Artist requires twelve (12) clean, dry terry towels in dressing room
	prior to performance.  Artist requires one (1) 12 pack of cold soda, two(2) pitchers of ice water, and one(1) 12 pack or equivelant of cold beer in dressingroom prior to performance, at no cost to artist.
F	Artist requires one (1) 12 pack of cold beer on stage during performance at no cost to artist. (where permitted by law)  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.  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.
	. Any and all radio or TV ads for this engagement will use as music background cuts from the FLAMIN'OH'S most recent LP.
	. Any and all print ads should include trademarked band logo prominently displayed. (from stat sheet provided) . All print. radio. and TV ads shall include the statement: "THE FLAMIN'OH
	ARE AVAILABLE EXCLUSIVELY ON FAT CITY RECORDS AND TAPES."  Artist shall have the sole and exclusive right at his option to sell or cause to be sold the following items: programs, pictures, likenesses
F	posters, T-shirts, or souvenirs of this engagement.  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.
	graphers must be authorized by the PLANTA ON S ROAD PARAGEM.

7. T	ICKETS-COMPLIMENTARY
B.	Artist requires the use of eighteen (18) complimentary tickets per performance, plus the use of eight (8) backstage passes for use by artist.  On percentage dates, promoter is limited to 4% of listed venue capac for complimentary tickets. (Press and radio not applicable to this) 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:
PROVI	SIONS 1-8 AGREED TO AND ACCEPTED BY: (PURCHASER)
	(ADTICT)

12 QUESTIONNAIRE	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT
Name of full same waste stone.	
Nearest lull range music score:	
Address:	
Phone #:	
Nearest 24 hour restaurant :	
Address	
Phone #:	
Nearest 24 hour truck stop & :	
vehicle service center address:	
Phone #:	
address:	
Is venue:	
Basement	
Ground floor	
2nd floor	
3rd floor	
Will load in & out involve:	
Stairways	
Elevators	

(HEREIN CALLED "FEDERATION")



Return all signed copies to: Variety Artists International, Inc.

## VARIETY ARTISTS INTERNATIONAL, INC. 4120 Excelsior Blvd./Minneapolis, MN 55416/612-925-3440

#### CONTRACT

	Territory In Which The Engagement Covered By This Contract Is THIS CONTRACT for the personal services of musicians on the eng	agement described below is made this	s 1729 day of
	19, between the undersign	ned purchaser of music (herein called	"Purchaser") and the undersigned
musi	ician or musicians.  Name and Address of Place of Engagement:	AUTEAPOLIS, REMINISCIA	
	Name of Band or Group:		
. 1	Date(s), Starting and Finishing Time of Engagement:	1982 / TUO TO BE AND	MICEDII SIAS ID SS
	Type of Engagement (specify whether dance, stage show, banquet, etc.		E 20 DECENTS 100%
. (	Compensation Agreed Upon: \$	(Amount and Terms)	16 10 PROVIDE ARTUSE
P	Purchaser Will Make Payments As Follows:	(Specify when payments are to be made)	ARTERY ACTION SY
n	No performance on the engagement shall be recorded, reproduced or means whatsoever, in the absence of a specific written agreement wit tion or transmission. This prohibition shall not be subject to the arbit this prohibition in any court of competent jurisdiction.	th the Federation relating to and perr	nitting such recording, reproduc-
	ACCOUNT AND ACCOUNT OF A STATE OF	n reverse side)	
	OAPAGINY: 9,600		
IN	WITNESS WHEREOF, the tree were the work we hereunto set	t their names and seals on the day	and year first above written.
	ENERS STELLE MELECLA	Joseph R. Belgroud	
	Print Burchaser's Full and Correct Name If Burchaser is Corporation, Full and Correct Corporate Name)	Print Name of Signatory Musician	n Home Local Union No.
(1	Mary Mary	Signature of Sign	atory Musician
K	Signature of Purchash (or Agent thereor)	g/o J. P./3501 Depont	Arones South
4	Street Address	Musician's Ho	me Address
N. Y	V	0/0 J. P./3501 Deponts	me Address State Zip Code 008676

FORM C-1 5-79

- 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 cailed "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

(g) Notices, materials, papers or process which may be required to notify a Furchaser 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.

Joseph F. Belirend	Local Union No.	U.S. Social Security Numbers	Direct Pay
Robert Wilkinson	73		
Robert Heide			
Joseph Lalich	73		
Article Market			
			GOL TITLE

RIDER TO	CONTRACT DATED	June 17, 1982	BETWE	EN THE FLAMI	N'OH'S
	FTER REFERRED T				01. 0
(HEREINA	FTER REFERRED T	O AS PURCHASER	) COVERING TH	HE ENGAGEMEN	T AT:
First	Avenue/Minneapolis	, Minnesota	NO	June 23, 19	982
-				*	746 F. 2
METHOD O	DAVIENT.		, .		
	PAYMENT:				
A der INTER be re	posit in the amo RNATIONAL in the eturned with the	ount of \$ e form of a case signed contra	made payabl hier's, cert cts.	e to VARIETY ified, or so	Y ARTISTS chool check t
going	in the amount on stage. ART if specifically	ISI Will accen	t a cachiar!	c chack an	and the state of the state of the state of
THE FOLLO	WING PROVISIONS MENT TO WHICH T	SHALL BE DEEM HIS RIDER IS A	ED INCORPORA	TED IN, AND	PART OF,
1. STAGE	REQUIREMENTS				
160	ge dimensions-				
equi	c (4) sturdy ta rdy tables equa alling 8' X 5' e from center s	for sound and lage with unobs	light mixers structed view	in height, inside 45 d v of stage w	plus space egree sound ithin 60'of
D. Stur	dy drum iser cleared stage f	8 X 8' and at we (5) hours p	least 12" ab orior to arti	ove stage l	evel placed ance.
. POWER	REQUIREMENTS	TAVO	,		
A. Thre B. Two	e (3) 20 amp out (2) 20 amp out (3)	itlets at stage at stage 1	power. ights, etc.	on separate	circuit.
. TIME F	ACTORS .	C			
B. PIOM	ss to cleared s oter agrees to oad-in, stage s	provide three	(3) qualifie	to artists p d stagehand:	performance.
C. A po wate	t of fresh coff r provided for	ee, one quart	of orange ju	r load-in	
five	ing space for t imity and with (5) hours prio	r to, during.	to stage doo	r for a peri	od commencin
_E. Sound	d check time ap	OST TO ARTIST.			
One i	alf hour. striking and				
_	0	20	(2)	LOTIONING	perrormance.

4.	SECURITY
-	<ul> <li>A. All entrance points to performing area to be attended or locked from inside three (3) hours prior to artists performance. Attendents to be provided by promoter.</li> <li>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.</li> <li>C. Promoter will provide a security force capable of insuring the saftey of the FLAMIN'OH'S musicians, road crew and their equipment from the time of arrival until after they have left the venue.</li> <li>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.</li> </ul>
5.	ARTIST REQUIREMENTS
	<ul> <li>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.</li> <li>B. Key to locked dressing room(s) will be provided to road manager upon arrival.</li> <li>C. Artist requires twelve (12) clean, dry terry towels in dressing room prior to performance.</li> <li>D. Artist requires one (1) 12 pack of cold soda, two(2) pitchers of ice water, and one(1) 12 pack or equivelant of cold beer in dressingroom prior to performance, at no cost to artist.</li> <li>E. Artist requires one (1) 12 pack of cold beer on stage during performance at no cost to artist. (where permitted by law)</li> <li>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.</li> <li>G. Artist requests one (1) pint of Jack Daniels in dressing room prior to last set.</li> </ul>
6.	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 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.

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PROVI	SIONS 1-8 AGREED TO AND ACCEPTED BY: (PURCHASER)
	(ARTIST)

12 QUESTIONNAIRE	
Nearest full range music store:	
Address	
Phone #:	
Nearest 24 hour restaurant	
Address:	
Phone #:	<del></del>
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	