



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

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CONTRACT BLANK

Agreement No. 1696



AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")

JON PODELL ENTERPRISES, INC.

200 WEST 57th STREET, SUITE 1010, NEW YORK, N.Y. 10019

Telephone: (212) 977-9445

THIS CONTRACT for the personal services of musicians on the engagement described below, made this 1 day of July 1982, between the undersigned Purchaser of Music (herein called "Employer") and three musicians.*
(including leader)

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

1. Name and Address of Place of Engagement SEVENTH STREET ENTRY / Minneapolis, MN.

Print Name of Band or Group THE ALLEY CATS

2. Date(s), starting and finishing time of engagement July 15, 1982. One show approx. midnight.

ARTIST shall receive SOLE STAR HEADLINE billing in 100% size type & close show.

3. Type of Engagement (specify whether dance, stage show, banquet, etc.) Concert. EMPLOYER shall provide 1st Class sound & lights as per ARTIST's requirements.

4. WAGE AGREED UPON \$ 350.00 flat guarantee. Cap. 200 / tix \$3.50 / G.P. \$700.00
(Terms and Amount)

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

5. Employer will make payments as follows: 50% deposit (\$175.00) due July 5, by bank transfer or certified check only. Balance of monies (Specify when payments are to be made) due in cash only prior to performance. (see attached cover letter for deposit details)

Upon request by the Federation or the local in whose jurisdiction the musicians shall perform hereunder, Employer either shall make advance payment hereunder or shall post an appropriate bond.

If the engagement is subject to contribution to the A.F.M. & E.P.W. Pension Welfare Fund, the leader will collect same from the Employer and pay it to the Fund; and the Employer and leader agree to be bound by the Trust Indenture dated October 2, 1959, as amended, relating to services rendered hereunder in the U. S., and by the Agreement and Declaration of Trust dated April 9, 1962, as amended, relating to services rendered hereunder in Canada.

6. The Employer shall at all times have complete supervision, direction and control over the services of musicians on this engagement and expressly reserves the right to control the manner, means and details of the performance of services by the musicians including the leader as well as the ends to be accomplished. If any musicians have not been chosen upon the signing of this contract, the leader shall, as agent for the Employer and under his instructions, hire such persons and any replacements as are required.

7. In accordance with the Constitution, By-laws, Rules and Regulations of the Federation, the parties will submit every claim, dispute, controversy or difference involving the musical services arising out of or connected with this contract and the engagement covered thereby for determination by the International Executive Board of the Federation or a similar board of an appropriate local thereof and such determination shall be conclusive, final and binding upon the parties.

Additional Terms and Conditions

The leader shall, as agent of the Employer, enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. On behalf of the Employer the leader will distribute the amount received from the Employer to the musicians, including himself as indicated on the opposite side of this contract, or in place thereof on separate memorandum supplied to the Employer at or before the commencement of the employment hereunder and take and turn over to the Employer receipts therefor from each musician, including himself. The amount paid to the leader includes the cost of transportation, which will be reported by the leader to the Employer.

All employees covered by this agreement must be members in good standing of the Federation. However, if the employment provided for hereunder is subject to the Labor-Management Relations Act, 1947, all employees who are members of the Federation when their employment commences hereunder shall be continued in such employment only so long as they continue such membership in good standing. All other employees covered by this agreement, on or before the thirtieth day following the commencement of their employment, or the effective date of this agreement, whichever is later, shall become and continue to be members in good standing of the Federation. The provisions of this paragraph shall not become effective unless and until permitted by applicable law.

To the extent permitted by applicable law, nothing in this contract shall ever be construed so as to interfere with any duty owing by any musician performing hereunder to the Federation pursuant to its Constitution, By-laws, Rules, Regulations and Orders.

(Continued on reverse side)

THE COMMITTEE INC by Steve McLellen

Print Employer's Name

X

Signature of Employer

P.O. Box 3191 Traffic Station

Print Street Address

Minneapolis, MN. 55403

City

State

Zip Code

(612) 338-8388

Telephone

RANDY STODOLA

Print Leader's Name

X

Signature of Leader

#47

Local No.

G/O Berle Co. / 8901 Sunset Blvd.

Leader's Home Address

L.A., CA 90069

City

State

Zip Code

Jim Kramer

Booking Agent

Agreement No.

*This contract does not conclusively determine the person liable to report and pay employment taxes and similar employer levies under rulings of the U. S. Internal Revenue Service and of some state agencies.

Additional Terms and Conditions (continued)

To the extent permitted by applicable law, any musicians on this engagement are free to cease service hereunder by reason of any strike, ban, unfair list order or requirement of the Federation or of any Federation local approved or sanctioned by the Federation, and shall be free to accept and engage in other employment of the same or similar character or otherwise, without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

Representatives of the Federation local in whose jurisdiction the musicians shall perform hereunder shall have access to the place of performance (except to private residences) for the purpose of conferring with the musicians.

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.

The Employer represents that there does not exist against him, in favor of any member of the Federation, any claim of any kind arising out of musical services rendered for such Employer. No musician will be required to perform any provisions of this contract or to render any services for said Employer as long as any such claim is unsatisfied or unpaid, in whole or in part. If the Employer breaches this agreement, he shall pay the musicians in addition to damages, 6% interest thereon plus a reasonable attorney's fee.

To the extent permitted by applicable law, all of the Constitution, By-laws, Rules and Regulations of the Federation and of any local thereof applicable to this engagement (not in conflict with those of the Federation) will be adhered to and the parties acknowledge that they are and each has the obligation to be, fully acquainted therewith.

It is expressly understood and agreed by all the parties hereto that neither the Federation nor any subordinate body thereof is liable for any breach of this agreement by the employer or by any of the employees.

[illegible]

QUICK TICK® CERTIFIED STATEMENT QUICK TICK®
OF TICKETS PRINTED
FOR

FIRST AVENUE
P.O. BOX 3191
TRAFFIC STATION
MINNEAPOLIS

MN 55403

FIRST AVENUE SERIES
FIRST AVENUE
MINNEAPOLIS

MN

CUSTOMER NO. 001756 DATE JULY 9, 1982 OUR JOB NO. 03100

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

"THE ALLEY CATS"
THURSDAY JULY 15, 1982 DOORS OPEN 8:00 PM
"THE COMSAT ANGELS"
SATURDAY JULY 24, 1982 DOORS OPEN 8:00 PM

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

1-250 GENERAL ADM. \$4.00
1-50 COMPLIMENTARY \$0.00

300 TOTAL TICKETS 1 SET

"CURTISS A"
WEDNESDAY JULY 21, 1982 DOORS OPEN 8:00 PM

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

1-300 COMPLIMENTARY \$0.00

300 TOTAL TICKETS 1 SET

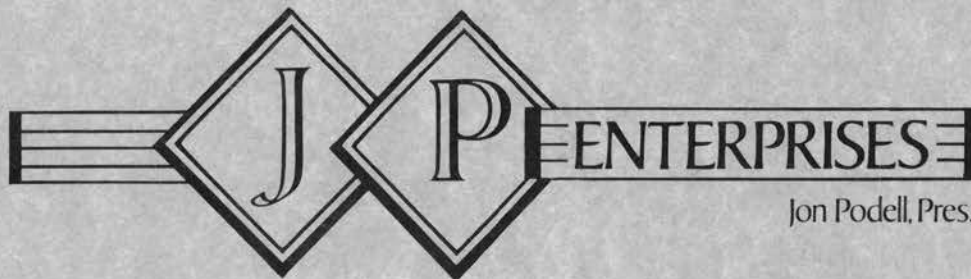
900 TOTAL TICKETS ALL SETS

NOTE:

SIX COPIES OF THIS CERTIFIED STATEMENT ARE PREPARED:

COPY NO. 1-SHIPED WITH TICKETS TO AGENT STEVE MCCLELLAN
COPY NO. 2-SHIPED WITH TICKETS TO AGENT STEVE MCCLELLAN
COPY NO. 3-MAILED SEPARATELY TO: CUSTOMER WITH INVOICE
FIRST AVENUE
MINNEAPOLIS MN
COPY NO. 4-MAILED SEPARATELY TO:
COPY NO. 5-QUICK TICK MANIFEST FILE 036GA
COPY NO. 6-QUICK TICK JOB FILE 03100

THE ABOVE IS A TRUE ACCOUNT OF TICKETS
PRINTED BY US FOR THE CUSTOMER
DESIGNATED UNDER THEIR ORDER.
QUICK TICK INTERNATIONAL, INC.
9494 KIRBY DR.
HOUSTON, TX 77054
PHONE 713-668-1900
1-800-831-6114
BY: BERNARD S. BEAMAN JR.
Notary Public in and for the State of Texas
My Commission Expires May 10, 1984



July 1, 1982

Dear Steve;

Enclosed, please find contracts ~~and riders~~ for the following engagement:

Artist THE ALLEY CATS Date July 15, 1982
Venue SEVENTH STREET ENTRY

Please sign all copies of the contract, ~~and rider~~. Keep one for your records, and return the rest to me as soon as possible for counter signature by the Artist. A fully executed contract will be forwarded to you upon completion.

The deposit, as described on the contract is due by the date stated on the contract. Deposits must be in the form of a certified check, made payable to Jon Podell Enterprises, Inc., or by wire transfer through:

Jon Podell Enterprises, Inc. / Special Clients Account
Chemical Bank
1350 Ave. of the Americas
N.Y., N.Y. 10019

Account # 135-030781 Attention: Bunny

Thank you for your anticipated cooperation in this matter. I am looking forward to a very successful engagement.

Sincerely,

Contract Department

JP/dlc
enc.

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P.O. BOX 3191
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QUICK TICK INTERNATIONAL, INC.
9494 KIRBY DR.
HOUSTON, TX 77054
PHONE 713-668-1900

BY: *Bernard S. Beaman*
BERNARD S. BEAMAN JR
Notary Public in and for the State of Texas
My Commission Expires May 10, 1984