



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

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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

COPY NO. 4-MAILED  
SEPARATELY TO: FIRST AVENUE MN

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 713-662-1900  
1-800-835-6114  
BY: *Bernard S. Beaman*  
BERNARD S. BEAMAN JR  
Notary Public in and for the State of Texas  
My Commission Expires May 10, 1984

# Jack - Deposit Info

Comsat Angels - \$ 300.<sup>00</sup><sub>50</sub>  
July 24th  
1982  
Chemical Bank  
640 Madison Ave.  
N.Y. N.Y.  
Magna Artists Client Trust Acct.  
# 116 019 638  
call 212-922-~~5215~~ 5215

Ask for Steve Brown -

3:30 pm  
20 Jul 82  
Jack

309.50  

---

309.50  
entered  
Sue

9200 Sunset Boulevard  
Los Angeles, Cal. 90069  
(213) 372-2177



595 Madison Avenue  
New York, NY 10022  
(212) 752-0363

AGREEMENT made this 28th day of June, 1982,  
between SWINGBEST LTD. FSO THE COMSAT ANGELS (hereinafter referred  
to as "PRODUCER") and First Avenue by Steve McClellan  
(hereinafter referred to as "PURCHASER").

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth.

1. PRODUCER agrees to furnish PURCHASER the following elements:

Producer to receive 100% star billing and has final approval of opening act.

Purchaser to provide sound and lights at no cost to Producer.

200 seats, tickets \$3.50, GP \$700.00

for presentation thereof by PURCHASER:

(a) at Seventh St. Entru @ First Avenue Club, Minneapolis, Minnesota;  
(Place of Engagement)

(b) on July 24, 1982;  
(Days of the Week)

(c) for one shows per day, to commence at 11:15 PM  
then current time at the place of engagement.

2. FULL PRICE AGREED UPON: \$600.00 Flat Guarantee

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

(a) \$ 300.00 shall be paid by PURCHASER to and in the name of PRODUCER's  
agent, MAGNA ARTISTS CORPORATION, not later than July 8, 1982 (with contracts)

(b) The balance shall be made by PURCHASER to PRODUCER not later than prior to show  
(in cash) on night of engagement.

PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder: All payments shall be made in full without any deductions whatsoever, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request of the admissions prices for the entertainment presentation.

3. In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of this engagement only.

ALL COPIES OF CONTRACT MUST BE SIGNED ON REVERSE SIDE

This contract is subject to the approval and clearance of the  
Departments of Labor, Immigraion and Naturalization.



4. PURCHASER agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned, all that is necessary for the proper presentation of the entertainment presentation, including a suitable theatre, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect working condition including microphone(s) in number and quality required by PRODUCER, dressing rooms, all necessary electricians and stage hands; all lights, tickets, house programs, all licenses (including musical performing rights licenses); special police, ushers, ticket sellers, ticket takers; appropriate and sufficient advertising and publicity, including but not limited to bill-posting; mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expenses in connection therewith. PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company. PURCHASER agrees to pay all amusement taxes. PURCHASER shall comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER. PURCHASER agrees to comply promptly with PRODUCER's directions as to stage settings for the performances hereunder. If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel (including but not limited to any and all personnel, including musicians, as may be required by any national or local union(s)) required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefor, except for those items and personnel which PRODUCER herein specifically agrees to furnish.

5. PRODUCER shall have the sole exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the Artist(s) hereinafter specifically named;

PRODUCER's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause, similar or dissimilar, beyond PRODUCER's control.

6. The entertainment presentation to be furnished by PRODUCER hereunder shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER.

7. PRODUCER shall have the exclusive right to sell souvenir programs, posters, photographs and records on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any.

8. PURCHASER shall not have the right to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the engagement hereunder. It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of PRODUCER.

9. In the event PURCHASER refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payments as provided herein, PRODUCER shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to PRODUCER by PURCHASER, and PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth. In addition, if, on or before the date of any scheduled concert, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notices to PURCHASER to that effect, and in such event PRODUCER shall retain any amounts theretofore paid to PRODUCER by PURCHASER.

10. Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulation of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder and wherever there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

11. This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This Agreement shall be construed in accordance with the laws of the State of New York. PURCHASER shall not have the right to assign this Agreement, or any provision thereof, but PRODUCER shall have the right, from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person firm or Corporation.

12. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER's carrying out any of the provisions hereof, or otherwise. The person executing this Agreement on PURCHASER's behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.

13. MAGNA ARTISTS CORPORATION, ACTS ONLY AS AGENT AND MANAGER FOR PRODUCER AND ASSUMES NO LIABILITY HEREUNDER.

#### **PURCHASER**

First Avenue by Steve McClellan  
P.O. Box 3193/Traffic Station  
Minneapolis, Minnesota 55403  
612 - 338-8388 (club)  
338-2341 (home)

#### **PRODUCER**

SWINGBEST LTD. FSO THE COMSAT ANGELS  
c/o Magna Artists Corp.  
595 Madison Avenue, New York, N.Y. 10022  
212 - 752-0363

# MAGNA ARTISTS CORP.

RIDER TO CONTRACT DATED 6/28/82 BETWEEN Steve McClellan  
ON BEHALF OF First Avenue HEREINAFTER REFERRED TO AS THE  
MANAGEMENT, AND SWINGBEST LIMITED ON BEHALF OF The Comsat Angels  
HEREINAFTER REFERRED TO AS THE GROUP, FOR THEIR PERFORMANCE AT  
Minneapolis, Minn. ON 7/24/82

## 1. STAGE REQUIREMENTS

- a) The Management agrees to provide one(1) secure stage of minimum dimensions 25' wide X 15' deep with a separate space to be made available either side of the stage area for the setting up of a P.A. system.
- b) The road crew will arrive any time from ~~10am~~. The Management agrees to ensure that the stage is completely cleared and that any stage building, scaffolding, etc., will be finished and completed prior to the arrival of the road crew.

## 2. SOUND REQUIREMENTS

- a) The Management agrees to provide adequate space for the Groups sound mixing unit. The Group's sound engineer reserves the right to select the are deemed suitable for this requirement.
- b) No member of the public is to be allowed access to the venue during the Group's soundcheck.
- c) The Management agrees to ensure that the Group shall be able to use their full sound equipment to required volume during the soundcheck and the show performance.
- d) The Management agrees that once the Group's equipment is set up, then it is for their sole use only and no unauthorised persons are to be allowed access without prior permission of the Group or its representative.

## 3. POWER REQUIREMENTS

- a) Management agrees to ensure no lights in the venue shall be on during the Groups performance, unless authorised by fire regulations.
- b) The Management agrees to provide: One(1) phase of 60 amps and One(1) phase of 30 amps. The junction box for this supply must be situated within the stage area.
- c) A 13 amp ring mains system to be situated directly at the rear or sides of the stage.

## MAGNA ARTISTS CORP.

- d) A 13 amp socket outlet is to be provided in the dressing room.
- e) The Management agrees that the power shall be 240 A.C. volts and 50 cycles per second and that the current shall be steady and that there shall be no voltage between neutral and earth and 240 volts between earth and live.
- f) The Management further agrees that should the power to any unit or part of the equipment be turned off without the authorisation of the Group or their representative, the Management shall be liable for the whole cost of replacing any equipment damaged as a result of this negligence.

### 4) ACCESS REQUIREMENT

- a) The Management agrees to secure free access to the venue a minimum of 8 hours prior to door opening time.
- b) The Management agrees to provide at Management's sole cost four (4) strong persons on the date of the engagement to help unload and set up equipment and again immediately after the performance to help take down and load the equipment into the truck(s).
- c) The Management agrees to provide light snacks and tea/coffee for all members of the road crew during their day at the venue.

### 5. SECURITY REQUIREMENTS

- a) It is agreed and understood that the Management shall furnish at the Management's sole cost, a sufficient number of security guards for the protection of the Group and their equipment prior to, during, and after the performance.
- c) Management agrees that the audience must not be admitted to the venue until the Groups tour manager has been consulted and has agree.

### 6. DRESSING ROOM REQUIREMENTS

- a) The Management agrees to provide a reasonable standard of dressing room, with washing and toilet facilities available.
- b) The dressing room should contain a 13 amp mains socket.
- c) The Management agrees to ensure that the dressing room will be lockable with the key being given to the Group's tour manager or his representative or if this cannot be met, then a security guard shall be provided at the sole cost of the Management.

## MAGNA ARTISTS CORP.

- d) It is agreed and understood that the Management shall provide at the Management's sole cost the following refreshments for the Group:  
Two crates of Lager  
One dozen soft drinks  
2 Jars of fresh Orange Juice  
Bread, Meat, Salads, Nuts, Crisps, Cheese, Fruit sufficient for 10 persons.

### 7. GENERAL REQUIREMENTS

The Management authorises the Group or its representative to display and sell merchandise at the venue with no facility fee nor commission on the proceeds for the sale of merchandise.

The Management agrees to fill in accurately and to sign the Technical Information sheet attached to this contract.

ACCEPTED & AGREED

ACCEPTED & AGREED

  
PURCHASER

ARTIST

DATED: 

DATED:



# MAGNA ARTISTS CORP.

## TECHNICAL INFORMATION RIDER

*To ensure all parties that proper Contracts are made, the Group require that the Promotor fill out the following information and return with signed Contracts.*

1. DATE OF PERFORMANCE:
2. FULL POSTAL ADDRESS OF VENUE & TELEPHONE NUMBER INCLUDING BACK STAGE NUMBER:
3. NAME OF VENUE CONTACT:
4. VENUE CAPACITY:
5. PARKING FACILITIES FOR EQUIPMENT TRUCK(S):
6. UNLOADING/LOADING FACILITIES (e.g. DOCK, GROUND FLOOR, STAIRS, LIFT etc.):
7. ADDRESS AND TELEPHONE NUMBER WHERE PROMOTOR MAY BE CONTACTED:
8. CONTACT NUMBER AND AVAILABILITY OF 'HOUSE' ELECTRICIAN:
9. STAGE DIMENSIONS:
10. HEIGHT OF CEILING ABOVE STAGE:
11. HEIGHT OF STAGE ABOVE FLOOR:
12. ELECTRICAL POWER - WHAT IS THE CURRENT CARRYING CAPACITY AND HOW MANY PHASES ARE AVAILABLE. LOCATION OF POWER SOCKETS:
13. DOOR OPENING TIME:
14. SCHEDULED APPEARANCE STAGE TIME OF GROUP:
15. DETAILS, IF ANY, OF SUPPORT ACTS AND THEIR SCHEDULED STAGE APPEARANCE TIME:



June 28, 1982

Mr. Steve McClellan  
First Avenue  
P.O. Box 3191  
Traffic Station  
Minneapolis, Minnesota 55403

Dear Steve:

Subject to signature and approval of Artist, enclosed please find contract covering the appearance of THE COMSAT ANGELS in Minneapolis, Minnesota on July 24, 1982.

Please sign all copies where indicated and return to me by July 8, 1982 for counter signature by the Artist. Please also note that your deposit in the amount of \$300.00 is due to Magna Artists Corp. no later than July 8, 1982. A fully executed copy of the contract will be sent to you upon completion.

Publicity material is enclosed.

Regards,

BILL HAHN

BH:mk  
enc.

9200 Sunset Boulevard  
Los Angeles, Cal. 90069  
(213) 272-2177



595 Madison Avenue  
New York, NY 10022  
(212) 752-0363

AGREEMENT made this 28th day of June, 1982,  
between SWINGBEST LTD. FSO THE COMSAT ANGELS (hereinafter referred  
to as "PRODUCER") and First Avenue by Steve McClellan  
(hereinafter referred to as "PURCHASER").

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth.

1. PRODUCER agrees to furnish PURCHASER the following elements:

Producer to receive 100% star billing and has final approval of opening act.

Purchaser to provide sound and lights at no cost to Producer.

200 seats, tickets \$3.50, GP \$700.00

for presentation thereof by PURCHASER:

(a) at Seventh St. Entru @ First Avenue Club, Minneapolis, Minnesota;  
(Place of Engagement)

(b) on July 24, 1982;  
(Days of the Week)

(c) for one shows per day, to commence at 11:15 PM  
then current time at the place of engagement.

2. FULL PRICE AGREED UPON: \$600.00 Flat Guarantee

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

(a) \$ 300.00 shall be paid by PURCHASER to and in the name of PRODUCER's  
agent, MAGNA ARTISTS CORPORATION, not later than July 8, 1982 (with contracts)

(b) The balance shall be made by PURCHASER to PRODUCER not later than prior to show  
(in cash) on night of engagement.

PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder: All payments shall be made in full without any deductions whatsoever, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request of the admissions prices for the entertainment presentation.

3. In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of this engagement only.

ALL COPIES OF CONTRACT MUST BE SIGNED ON REVERSE SIDE

The contract is subject to the approval and clearance of the  
Departments of Labor, Immiraion and Naturalization.

4. PURCHASER agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned, all that is necessary for the proper presentation of the entertainment presentation, including a suitable theatre, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect working condition including microphone(s) in number and quality required by PRODUCER, dressing rooms, all necessary electricians and stage hands; all lights, tickets, house programs, all licenses (including musical performing rights licenses); special police, ushers, ticket sellers, ticket takers; appropriate and sufficient advertising and publicity, including but not limited to bill-posting; mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expenses in connection therewith. PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company. PURCHASER agrees to pay all amusement taxes. PURCHASER shall comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER. PURCHASER agrees to comply promptly with PRODUCER's directions as to stage settings for the performances hereunder. If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel (including but not limited to any and all personnel, including musicians, as may be required by any national or local union(s)) required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefor, except for those items and personnel which PRODUCER herein specifically agrees to furnish.

5. PRODUCER shall have the sole exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the Artist(s) hereinafter specifically named;

PRODUCER's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause, similar or dissimilar, beyond PRODUCER's control.

6. The entertainment presentation to be furnished by PRODUCER hereunder shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER.

7. PRODUCER shall have the exclusive right to sell souvenir programs, posters, photographs and records on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionair's requirements, if any.

8. PURCHASER shall not have the right to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the engagement hereunder. It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of PRODUCER.

9. In the event PURCHASER refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payments as provided herein, PRODUCER shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to PRODUCER by PURCHASER, and PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth. In addition, if, on or before the date of any scheduled concert, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notices to PURCHASER to that effect, and in such event PRODUCER shall retain any amounts theretofore paid to PRODUCER by PURCHASER.

10. Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulation of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder and wherever there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

11. This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This Agreement shall be construed in accordance with the laws of the State of New York. PURCHASER shall not have the right to assign this Agreement, or any provision thereof, but PRODUCER shall have the right, from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person firm or Corporation.

12. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER's carrying out any of the provisions hereof, or otherwise. The person executing this Agreement on PURCHASER's behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.

13. MAGNA ARTISTS CORPORATION, ACTS ONLY AS AGENT AND MANAGER FOR PRODUCER AND ASSUMES NO LIABILITY HEREUNDER.

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**PURCHASER**

First Avenue by Steve McClellan  
P.O. Box 3193/Traffic Station  
Minneapolis, Minnesota 55403  
612 - 338-8388(club)  
338-2341(home)

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**PRODUCER**

SWINGBEST LTD. FSO THE COMSAT ANGELS  
c/o Magna Artists Corp.  
595 Madison Avenue, New York, N.Y. 10022  
212 - 752-0363



# MAGNA ARTISTS CORP.

RIDER TO CONTRACT DATED 6/28/82 BETWEEN Steve McClellan  
ON BEHALF OF First Avenue HEREINAFTER REFERRED TO AS THE  
MANAGEMENT, AND SWINGBEST LIMITED ON BEHALF OF The Comsat Angels  
HEREINAFTER REFERRED TO AS THE GROUP, FOR THEIR PERFORMANCE AT  
Minneapolis, Minn. ON 7/24/82

## 1. STAGE REQUIREMENTS

- a) The Management agrees to provide one(1) secure stage of minimum dimensions 25' wide X 15' deep with a separate space to be made available either side of the stage area for the setting up of a P.A. system.
- b) The road crew will arrive any time from ~~10am~~. The Management agrees to ensure that the stage is completely cleared and that any stage building, scaffolding, etc., will be finished and completed prior to the arrival of the road crew.

## 2. SOUND REQUIREMENTS

- a) The Management agrees to provide adequate space for the Groups sound mixing unit. The Group's sound engineer reserves the right to select the are deemed suitable for this requirement.
- b) No member of the public is to be allowed access to the venue during the Group's soundcheck.
- c) The Management agrees to ensure that the Group shall be able to use their full sound equipment to required volume during the soundcheck and the show performance.
- d) The Management agrees that once the Group's equipment is set up, then it is for their sole use only and no unauthorised persons are to be allowed access without prior permission of the Group or its representative.

## 3. POWER REQUIREMENTS

- a) Management agrees to ensure no lights in the venue shall be on during the Groups performance, unless authorised by fire regulations.
- b) The Management agrees to provide: One(1) phase of 60 amps and One(1) phase of 30 amps. The junction box for this supply must be situated within the stage area.
- c) A 13 amp ring mains system to be situated directly at the rear or sides of the stage.

# MAGNA ARTISTS CORP.

- d) A 13 amp socket outlet is to be provided in the dressing room.
- e) The Management agrees that the power shall be 240 A.C. volts and 50 cycles per second and that the current shall be steady and that there shall be no voltage between neutral and earth and 240 volts between earth and live.
- f) The Management further agrees that should the power to any unit or part of the equipment be turned off without the authorisation of the Group or their representative, the Management shall be liable for the whole cost of replacing any equipment damaged as a result of this negligence.

## 4) ACCESS REQUIREMENT

- a) The Management agrees to secure free access to the venue a minimum of 8 hours prior to door opening time.
- b) The Management agrees to provide at Management's sole cost four (4) strong persons on the date of the engagement to help unload and set up equipment and again immediately after the performance to help take down and load the equipment into the truck(s).
- c) The Management agrees to provide light snacks and tea/coffee for all members of the road crew during their day at the venue.

## 5. SECURITY REQUIREMENTS

- a) It is agreed and understood that the Management shall furnish at the Management's sole cost, a sufficient number of security guards for the protection of the Group and their equipment prior to, during, and after the performance.
- c) Management agrees that the audience must not be admitted to the venue until the Groups tour manager has been consulted and has agreed.

## 6. DRESSING ROOM REQUIREMENTS

- a) The Management agrees to provide a reasonable standard of dressing room, with washing and toilet facilities available.
- b) The dressing room should contain a 13 amp mains socket.
- c) The Management agrees to ensure that the dressing room will be lockable with the key being given to the Group's tour manager or his representative or if this cannot be met, then a security guard shall be provided at the sole cost of the Management.

## MAGNA ARTISTS CORP.

- d) It is agreed and understood that the Management shall provide at the Management's sole cost the following refreshments for the Group:  
Two crates of Lager  
One dozen soft drinks  
2 Jars of fresh Orange Juice  
Bread, Meat, Salads, Nuts, Crisps, Cheese, Fruit sufficient for 10 persons.


### 7. GENERAL REQUIREMENTS

The Management authorises the Group or its representative to display and sell merchandise at the venue with no facility fee nor commission on the proceeds for the sale of merchandise.

The Management agrees to fill in accurately and to sign the Technical Information sheet attached to this contract.

ACCEPTED & AGREED

ACCEPTED & AGREED

  
PURCHASER

DATED: 

ARTIST

DATED:

# MAGNA ARTISTS CORP.

## TECHNICAL INFORMATION RIDER

To ensure all parties that proper Contracts are made, the Group require that the Promotor fill out the following information and return with signed Contracts.

1. DATE OF PERFORMANCE:
2. FULL POSTAL ADDRESS OF VENUE & TELEPHONE NUMBER INCLUDING BACK STAGE NUMBER:
3. NAME OF VENUE CONTACT:
4. VENUE CAPACITY:
5. PARKING FACILITIES FOR EQUIPMENT TRUCK(S):
6. UNLOADING/LOADING FACILITIES (e.g. DOCK, GROUND FLOOR, STAIRS, LIFT etc.):
7. ADDRESS AND TELEPHONE NUMBER WHERE PROMOTOR MAY BE CONTACTED:
8. CONTACT NUMBER AND AVAILABILITY OF 'HOUSE' ELECTRICIAN:
9. STAGE DIMENSIONS:
10. HEIGHT OF CEILING ABOVE STAGE:
11. HEIGHT OF STAGE ABOVE FLOOR:
12. ELECTRICAL POWER - WHAT IS THE CURRENT CARRYING CAPACITY AND HOW MANY PHASES ARE AVAILABLE. LOCATION OF POWER SOCKETS:
13. DOOR OPENING TIME:
14. SCHEDULED APPEARANCE STAGE TIME OF GROUP:
15. DETAILS, IF ANY, OF SUPPORT ACTS AND THEIR SCHEDULED STAGE APPEARANCE TIME:



9200 Sunset Boulevard  
Los Angeles, Cal. 90069  
(213) 273-3177



595 Madison Avenue  
New York, NY 10022  
(212) 752-0363

AGREEMENT made this 28th day of June, 1982,  
between SWINGBEST LTD. FSO THE COMSAT ANGELS (hereinafter referred  
to as "PRODUCER") and First Avenue by Steve McClellan  
(hereinafter referred to as "PURCHASER").

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth.

1. ~~PRODUCER agrees to furnish PURCHASER the following elements:~~

Producer to receive 100% star billing and has final approval of opening act.

Purchaser to provide sound and lights at no cost to Producer.

200 seats, tickets \$3.50, GP \$700.00

for presentation thereof by PURCHASER:

(a) at Seventh St. Entry @ First Avenue Club, Minneapolis, Minnesota ;  
(Place of Engagement)

(b) on July 24, 1982 ;  
(Days of the Week)

(c) for one shows per day, to commence at 11:15 PM  
then current time at the place of engagement.

2. FULL PRICE AGREED UPON: \$600.00 Flat Guarantee

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

- (a) \$ 300.00 shall be paid by PURCHASER to and in the name of PRODUCER's  
agent, MAGNA ARTISTS CORPORATION, not later than July 8, 1982 (with contracts)  
(b) The balance shall be made by PURCHASER to PRODUCER not later than prior to show  
(in cash) on night of engagement)

PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder: All payments shall be made in full without any deductions whatsoever, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request of the admissions prices for the entertainment presentation.

3. In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of this engagement only.

ALL COPIES OF CONTRACT MUST BE SIGNED ON REVERSE SIDE

This contract is subject to the approval and clearance of the  
Departments of Labor, Immigraion and Naturalization.

4. PURCHASER agrees to furnish at its own expense on the date and at the time of the performance(s) above-mentioned, all that is necessary for the proper presentation of the entertainment presentation, including a suitable theatre, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and public address system in perfect working condition including microphone(s) in number and quality required by PRODUCER, dressing rooms, all necessary electricians and stage hands; all lights, tickets, house programs, all licenses (including musical performing rights licenses); special police, ushers, ticket sellers, ticket takers; appropriate and sufficient advertising and publicity, including but not limited to bill-posting; mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expenses in connection therewith. PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including Contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company. PURCHASER agrees to pay all amusement taxes. PURCHASER shall comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER. PURCHASER agrees to comply promptly with PRODUCER's directions as to stage settings for the performances hereunder. If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel (including but not limited to any and all personnel, including musicians, as may be required by any national or local union(s)) required for the proper presentation of the entertainment presentation hereunder, and any rehearsals therefor, except for those items and personnel which PRODUCER herein specifically agrees to furnish.

5. PRODUCER shall have the sole exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the Artist(s) hereinafter specifically named;

PRODUCER's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority or any other cause, similar or dissimilar, beyond PRODUCER's control.

6. The entertainment presentation to be furnished by PRODUCER hereunder shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER.

7. PRODUCER shall have the exclusive right to sell souvenir programs, posters, photographs and records on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionair's requirements, if any.

8. PURCHASER shall not have the right to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the engagement hereunder. It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of PRODUCER.

9. In the event PURCHASER refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payments as provided herein, PRODUCER shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to PRODUCER by PURCHASER, and PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth. In addition, if, on or before the date of any scheduled concert, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notices to PURCHASER to that effect, and in such event PRODUCER shall retain any amounts theretofore paid to PRODUCER by PURCHASER.

10. Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulation of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder and wherever there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

11. This constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This Agreement shall be construed in accordance with the laws of the State of New York. PURCHASER shall not have the right to assign this Agreement, or any provision thereof, but PRODUCER shall have the right, from time to time, and at any time, to assign its rights and/or delegate its obligations hereunder, in whole or in part to any person firm or Corporation.

12. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER's carrying out any of the provisions hereof, or otherwise. The person executing this Agreement on PURCHASER's behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.

13. MAGNA ARTISTS CORPORATION, ACTS ONLY AS AGENT AND MANAGER FOR PRODUCER AND ASSUMES NO LIABILITY HEREUNDER.

  
PURCHASER

First Avenue by Steve McClellan  
P.O. Box 3193/Traffic Station  
Minneapolis, Minnesota 55403  
612 - 338-8388(club)  
338-2341(home)

  
PRODUCER

SWINGBEST LTD. FSO THE COMSAT ANGELS  
c/o Magna Artists Corp.  
595 Madison Avenue, New York, N.Y. 10022  
212 - 752-0363

# MAGNA ARTISTS CORP.

RIDER TO CONTRACT DATED 6/28/82 BETWEEN Steve McClellan  
ON BEHALF OF First Avenue HEREINAFTER REFERRED TO AS THE  
MANAGEMENT, AND SWINGBEST LIMITED ON BEHALF OF The Comsat Angels  
HEREINAFTER REFERRED TO AS THE GROUP, FOR THEIR PERFORMANCE AT  
Minneapolis, Minn. ON 7/24/82

## 1. STAGE REQUIREMENTS

- a) The Management agrees to provide one (1) secure stage of minimum ~~dimensions 25' wide X 15' deep with a separate space to be made available either side of the stage area for the setting up of a P.A. system.~~ CD
- b) The road crew will arrive any time from ~~10am.~~ 2 PM CO. The Management agrees to ensure that the stage is completely cleared and that any stage building, scaffolding, etc., will be finished and completed prior to the arrival of the road crew.

## 2. SOUND REQUIREMENTS

- a) The Management agrees to provide adequate space for the Groups sound mixing unit. The Group's sound engineer reserves the right to select the are deemed suitable for this requirement.
- b) No member of the public is to be allowed access to the venue during the Group's soundcheck.
- c) The Management agrees to ensure that the Group shall be able to use their full sound equipment to required volume during the soundcheck and the show performance.
- d) The Management agrees that once the Group's equipment is set up, then it is for their sole use only and no unauthorised persons are to be allowed access without prior permission of the Group or its representative.

## 3. POWER REQUIREMENTS

- a) Management agrees to ensure no lights in the venue shall be on during the Groups performance, unless authorised by fire regulations.
- b) The Management agrees to provide: One (1) phase of 60 amps and One (1) phase of 30 amps. The junction box for this supply must be situated within the stage area.
- c) A 13 amp ring mains system to be situated directly at the rear or sides of the stage.



# MAGNA ARTISTS CORP.

- d) A 13 amp socket outlet is to be provided in the dressing room.
- e) The Management agrees that the power shall be 240 A.C. volts and 50 cycles per second and that the current shall be steady and that there shall be no voltage between neutral and earth and 240 volts between earth and live.
- f) The Management further agrees that should the power to any unit or part of the equipment be turned off without the authorisation of the Group or their representative, the Management shall be liable for the whole cost of replacing any equipment damaged as a result of this negligence.

## 4) ACCESS REQUIREMENT

- a) The Management agrees to secure free access to the venue a minimum of 8 hours prior to door opening time.
- b) The Management agrees to provide at Management's sole cost <sup>2 CD</sup> ~~four~~ strong persons on the date of the engagement to help unload and set up equipment and again immediately after the performance to help take down and load the equipment into the truck(s).
- c) The Management agrees to provide light snacks and tea/coffee for all members of the road crew during their day at the venue.

## 5. SECURITY REQUIREMENTS

- a) It is agreed and understood that the Management shall furnish at the Management's sole cost, a sufficient number of security guards for the protection of the Group and their equipment prior to, during, and after the performance.
- c) Management agrees that the audience must not be admitted to the venue until the Groups tour manager has been consulted and has agree.

## 6. DRESSING ROOM REQUIREMENTS

- a) The Management agrees to provide a reasonable standard of dressing room, with washing and toilet facilities available.
- b) The dressing room should contain a 13 amp mains socket.
- c) The Management agrees to ensure that the dressing room will be lockable with the key being given to the Group's tour manager or his representative or if this cannot be met, then a security guard shall be provided at the sole cost of the Management.



## MAGNA ARTISTS CORP.

- d) It is agreed and understood that the Management shall provide at the Management's sole cost the following refreshments for the Group:  
Two crates of Lager  
One dozen soft drinks  
2 Jars of fresh Orange Juice  
Bread, Meat, Salads, Nuts, Crisps, Cheese, Fruit sufficient for 10 persons.

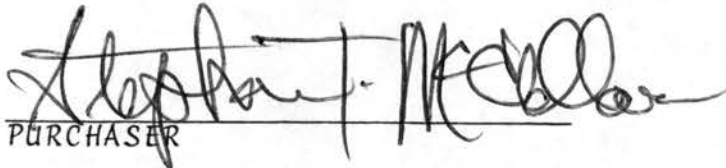
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ACCEPTED & AGREED

ACCEPTED & AGREED



PURCHASER

ARTIST

DATED:

DATED:

# MAGNA ARTISTS CORP.

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15. DETAILS, IF ANY, OF SUPPORT ACTS AND THEIR SCHEDULED STAGE APPEARANCE TIME:



July 14, 1982

Mr. Steve McClellan  
First Avenue  
P.O. Box 319  
Traffic Station  
Minneapolis, Minnesota 55403

Dear Steve:

Enclosed please find fully executed contract covering the engagement of C.S.A. (formerly The Comsat Angels) in Minneapolis, Minnesota on July 24, 1982.

Please retain this copy for your files.

Regards,

*Bill*  
BILL HAHN

BH:mk  
enc.



July 6, 1982

Mr. Steve McClellan  
P.O. Box 3191  
Traffic Station  
Minneapolis, Minn. 55403

Dear Steve:

Reference is made to contract dated 6/28/82 between SWINGBEST LTD.  
FSO THE COMSAT ANGELS (hereinafter referred to as Artist) and First Avenue by  
Steve McClellan (hereinafter referred to as Purchaser) covering the engagement  
in Minneapolis, Minnesota on 7/24/82.

Pursuant to said agreement, the name of the band has been changed to C.S.A.  
All billing and advertising of said engagement MUST read as follows:

C.S.A.	100%
(formerly The Comsat Angels)	100%

Violation of the above shall cause Purchaser to remain obligated to pay  
Artist full contract fee, but shall relieve Artist of all obligations  
to Purchaser.

ACCEPTED & AGREED:

ACCEPTED & AGREED:

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Artist

Please sign all copies where indicated and return to me immediately for  
counter signature by the Artist.

Regards,

  
LEE EISENBERG

LE:mk





MAGNA ARTISTS CORP.  
595 MADISON AVENUE, NEW YORK, N.Y. 10022  
(212) 752-0363

July 6, 1982

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P.O. Box 3191  
Traffic Station  
Minneapolis, Minn. 55403

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ACCEPTED & AGREED:

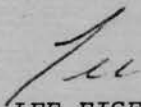
ACCEPTED & AGREED:

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Artist

Please sign all copies where indicated and return to me immediately for  
counter signature by the Artist.

Regards,

  
LEE EISENBERG

LE:mk



July 6, 1982

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P.O. Box 3191  
Traffic Station  
Minneapolis, Minn. 55403

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\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Artist

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Regards,

  
LEE EISENBERG

LE:mk