

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

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# CONTRACT BLANK

# WEST BANK BOOKING, INC.

Post Office Box 10066, Minneapolis, MN 55440 Phone (612) 827-2601

| Name and Address of Engagement 7th Stre   | et Entry   |   |
|---|--|---|
| 7th St.   | and 1st Ave No., Mpls, MN 5  | 55403   |
| Print Name of Band or Group Male Model  |  | OF THE PARTY  |
| Performance Date(s) and Time(s) September   | 28, 1982. Tuesday.   |   |
| Act to be billed "Male Model  |  |   |
| Club to provide sound and ope   | ning act.  |   |
| . Type of Engagement Dance  |  |   |
| . WAGE AGREED UPON \$ 200.00  |  | in the  |
| Payments to be made as follows:   |  |   |
|   | shall be paid by Purchaser to Artist, immediately f  | following the   |
| conclusion of the engagement, payable in cash or cash   |  |   |
|   | archaser and sent on the day of show to Agent. Chec  | ks should be  |
| made payable to WEST BANK BOOKING, INC. and   |  |   |
| (c) \$ shall be paid by Purchase  |  | NC., payable  |
| in cashier's check, money order or wire transfer only, a  | AMISSIONS  |   |
| The leader, manager or representative of the musician   | 8,   |   |
| individually and for the musicians, agrees and guara  | antees to pay percent of gross paid  | per Section 5   |
|   |  |   |
| of this contract. This commission is in payment for pers  |  |   |
| of this contract. This commission is in payment for pers  | sonal services, booking fee, contract fee, and expenses r  | rendered and  |
| incurred in this transaction to WEST BANK BOOKING   | sonal services, booking fee, contract fee, and expenses in<br>G, INC. The person signing as leader, manager or repr  | rendered and<br>esentative of   |
| incurred in this transaction to WEST BANK BOOKING the band represents that he is under no minor disability  | sonal services, booking fee, contract fee, and expenses in<br>G, INC. The person signing as leader, manager or repr<br>y and that he has legal capacity to contract and do bus   | rendered and<br>resentative of<br>siness for the                                  |
| incurred in this transaction to WEST BANK BOOKING<br>the band represents that he is under no minor disability<br>musicians. Failure of musicians to pay commissions as  | sonal services, booking fee, contract fee, and expenses of G, INC. The person signing as leader, manager or repry and that he has legal capacity to contract and do but mentioned in this paragraph gives WEST BANK BOO  | rendered and<br>essentative of<br>siness for the<br>OKING, INC                    |
| incurred in this transaction to WEST BANK BOOKING<br>the band represents that he is under no minor disability<br>musicians. Failure of musicians to pay commissions as<br>an immediate cause of action against all members listed   | sonal services, booking fee, contract fee, and expenses of G, INC. The person signing as leader, manager or reprey and that he has legal capacity to contract and do bus mentioned in this paragraph gives WEST BANK BOOked for said commissions, reasonable attorney's fees, contract and commissions, reasonable attorney's fees, contract fee, and expenses of the contract feet and expenses of the contract feet feet feet feet feet feet feet fe | rendered and<br>resentative of<br>siness for the<br>OKING, INC<br>ourt costs and  |
| incurred in this transaction to WEST BANK BOOKING<br>the band represents that he is under no minor disability<br>musicians. Failure of musicians to pay commissions as<br>an immediate cause of action against all members listed<br>legal interests. The booking commission must be paid   | sonal services, booking fee, contract fee, and expenses of G, INC. The person signing as leader, manager or reprey and that he has legal capacity to contract and do bus mentioned in this paragraph gives WEST BANK BOOked for said commissions, reasonable attorney's fees, contract and commissions, reasonable attorney's fees, contract fee, and expenses of the contract feet and expenses of the contract feet feet feet feet feet feet feet fe | rendered and<br>resentative of<br>siness for the<br>OKING, INC<br>ourt costs and  |
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| incurred in this transaction to WEST BANK BOOKING the band represents that he is under no minor disability musicians. Failure of musicians to pay commissions as an immediate cause of action against all members lister legal interests. The booking commission must be paid. Purchaser as stated in Section 3.  Names of Musicians: Leader:  Chris Dunlap  Print Purchaser's Name  Signature of Purchaser  7th St. and 1st Ave No.  Address  Mpls, MN 55403 | Aaron Watson  Print Leader's Name  Aaron Watson  Print Leader  P.O. Box 10066  Minneapolis, MN 55440   | rendered and<br>resentative of<br>siness for the<br>OKING, INC.<br>ourt costs and |
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The term \*adequate as contained herein is interpreted to mean acceptable to Artist as determined by the sole judgment of the Artist.

7. The leader shall, as agent of the Purchaser, 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 Purchaser the leader will distribute the amount received from the Purchaser to the musicians, including himself as indicated on the opposite side of this contract. The amount paid to the leader includes the cost of transportation.

#### PURCHASER RIGHTS

8. The Purchaser 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 yet been chosen upon the signing of this contract, the leader shall, as agent for the Purchaser and under his instructions, hire such persons and any replacements as are required.

#### CANCELLATION

9. Agent, Artist, and Purchaser agree that this agreement is not subject to cancellation unless Agent agrees. Agent will use its best efforts to insure completion of this contract by Artist. However, due to various circumstances beyond Agent's control, including the refusal of Artist to perform. Should Agent be required to cancel the engagement, it shall give notice as soon as possible to Purchaser and shall at Agent's option and in its sole discretion, either a) make a substitution of equal caliber, or b) replay the engagement at Artist's and Purchaser's convenience, or c) return the deposit to Purchaser and cancel this agreement. If this contract results in litigation between the parties hereto, Purchaser agrees to pay all Agent's cost therein, including reasonable attorney's fees.

#### RECORDING

10. No performance of the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever without a specified written agreement with the musicians permitting such recording, reproduction or transmission.

#### BREACH OF CONTRACT

11. As between Purchaser and musicians, in case of breach of contract on the part of Purchaser, it is agreed that the liquidated damages of the musicians will be in the amount as stated in Section 5 of this contract.

### RE-BOOKING / WEST BANK BOOKING, INC. INTEREST

- 12. In consideration of the service rendered by West Bank Booking, Inc. in securing this booking, the leader, manager or representative agree to book all bookings from the above Purchaser for a period starting on the date stated in the introductory paragraph of this contract and ending 360 days from the performance date set out in Section 3 of this contract, through West Bank Booking, Inc.
- 13. Artist hereby assigns to West Bank Booking, Inc. an interest in any sums due to Artist from Purchaser to the extent of any amounts due to West Bank Booking, Inc. from Artist. Said assignment is intended by Artist to create an assignment coupled with an interest.

#### CANCEL FOR TV

14. Purchaser agrees that Artist may cancel engagement hereon by giving Purchaser written notice of such cancellation which is postmarked not later than thirty (30) days prior to the commencement date of the engagement hereon, if Artist is called upon to render his services in the recording studio or in connection with a television program or National tour.

\*This contract does not exclusively determine the person liable to report and pay employment taxes and similar employer levies under rulings of the U.S. IRS and of some state agencies.

# CONTRACT BLANK

# WEST BANK BOOKING, INC.

Post Office Box 10066, Minneapolis, MN 55440 Phone (612) 827-2601

| This contract for the personal services of musicians on t   | he engagement described below made Aug. 24, 19                                  |
|---|---|
| etween the undersigned purchaser of Music (herein called '  | "Purchaser") and three musicians  |
| Name and Address of Engagement 7th Street   |   |
| 20-7 - 20-3-7   | and 1st Ave No., Mpls, MN 55403   |
| Print Name of Band of Group   | 8, 1982. Tuesday.   |
| Act to be billed "Male Model -  | from NYC - One Night Only"  |
| Club to provide sound and oper  | ing act.  |
| Type of Engagement Dance  |   |
| WAGE AGREED UPON \$ 200.00  |   |
| Payments to be made as follows:   | shall be paid by Purchaser to Artist, immediately following th                  |
| conclusion of the engagement, payable in cash or cashi  |   |
|   | chaser and sent on the day of show to Agent. Checks should l                    |
| made payable to WEST BANK BOOKING, INC. and n   |   |
| (c) \$ shall be paid by Purchaser   | to and in the name of WEST BANK BOOKING, INC., payab                            |
| in cashier's check, money order or wire transfer only, a  |   |
| The leader, manager or representative of the musicians,   |   |
|   | ntees to pay percent of gross paid per Section                                  |
|   | nal services, booking fee, contract fee, and expenses rendered an               |
|   | , INC. The person signing as leader, manager or representative                  |
|   | and that he has legal capacity to contract and do business for the              |
|   | nentioned in this paragraph gives WEST BANK BOOKING, INC                        |
| the contract of | for said commissions, reasonable attorney's fees, court costs ar                |
|   | ithin five (5) days after the date musicians are to perform for the             |
| Purchaser as stated in Section 3.   | itimi five (0) days after the date musicians are to perform for the             |
| r dremaser as stated in Section 6.  |   |
| James of Musicians: Leader:   |   |
| allies of Musicialis. Leader.   |   |
|   |   |
|   |   |
| Chris Dunlap  | Aaron Watson  |
|   | Water wareni  |
| Print Purchaser's Name  | Print Leader's Name   |
| Print Purchaser's Name Signature of Purchaser   |   |
| Signature of Purchaser  | Print Leader's Name   |
| Signature of Purchaser 7th St. and 1st Ave No.  | Print Leader's Name  Signature of Leader  P.O. Box 10066                        |
| Signature of Purchaser  | Print Leader's Name Signature of Leader   |
| Signature of Purchaser  7th St. and 1st Ave No.  Mpls, MN 55403   | Print Leader's Name  Signature of Leader  P.O. Box 10066  Minneapolis, MN 55440 |
| Signature of Purchaser 7th St. and 1st Ave No. Address  | Print Leader's Name  Signature of Leader  P.O. Box 10066                        |

The term \*adequate as contained herein is interpreted to mean acceptable to Artist as determined by the sole judgment of the Artist.

7. The leader shall, as agent of the Purchaser, 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 Purchaser the leader will distribute the amount received from the Purchaser to the musicians, including himself as indicated on the opposite side of this contract. The amount paid to the leader includes the cost of transportation.

#### PURCHASER RIGHTS

8. The Purchaser 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 yet been chosen upon the signing of this contract, the leader shall, as agent for the Purchaser and under his instructions, hire such persons and any replacements as are required.

#### CANCELLATION

9. Agent, Artist, and Purchaser agree that this agreement is not subject to cancellation unless Agent agrees. Agent will use its best efforts to insure completion of this contract by Artist. However, due to various circumstances beyond Agent's control, including the refusal of Artist to perform. Should Agent be required to cancel the engagement, it shall give notice as soon as possible to Purchaser and shall at Agent's option and in its sole discretion, either a) make a substitution of equal caliber, or b) replay the engagement at Artist's and Purchaser's convenience, or c) return the deposit to Purchaser and cancel this agreement. If this contract results in litigation between the parties hereto, Purchaser agrees to pay all Agent's cost therein, including reasonable attorney's fees.

#### RECORDING

10. No performance of the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever without a specified written agreement with the musicians permitting such recording, reproduction or transmission.

#### BREACH OF CONTRACT

11. As between Purchaser and musicians, in case of breach of contract on the part of Purchaser, it is agreed that the liquidated damages of the musicians will be in the amount as stated in Section 5 of this contract.

### RE-BOOKING / WEST BANK BOOKING, INC. INTEREST

- 12. In consideration of the service rendered by West Bank Booking, Inc. in securing this booking, the leader, manager or representative agree to book all bookings from the above Purchaser for a period starting on the date stated in the introductory paragraph of this contract and ending 360 days from the performance date set out in Section 3 of this contract, through West Bank Booking, Inc.
- 13. Artist hereby assigns to West Bank Booking, Inc. an interest in any sums due to Artist from Purchaser to the extent of any amounts due to West Bank Booking, Inc. from Artist. Said assignment is intended by Artist to create an assignment coupled with an interest.

#### CANCEL FOR TV

14. Purchaser agrees that Artist may cancel engagement hereon by giving Purchaser written notice of such cancellation which is postmarked not later than thirty (30) days prior to the commencement date of the engagement hereon, if Artist is called upon to render his services in the recording studio or in connection with a television program or National tour.

\*This contract does not exclusively determine the person liable to report and pay employment taxes and similar employer levies under rulings of the U.S. IRS and of some state agencies.

# CONTRACT BLANK

# WEST BANK BOOKING, INC.

Post Office Box 10066, Minneapolis, MN 55440 Phone (612) 827-2601

| This contract for the personal services of musicians on   | the engagement described below, made   | Aug. 24, 198               |  |
|---|--|----------------------------|--|
| between the undersigned purchaser of Music (herein called | d "Purchaser") andthree  | musicians.*                |  |
| . Name and Address of Engagement 7th Stre                 | et Entry   | WW Zehoo                   |  |
| yth St.   | and 1st Ave No., Mpls  | , MN 55403                 |  |
| Print Name of Band or Group Male Model                    | 28, 1982. Tuesday.   |                            |  |
| Act to be billed "Male Model                              | - from NYC - One Nigh  | t Only"                    |  |
| Club to provide sound and ope                             | ning act.  |                            |  |
| . Type of Engagement Dance                                |  | The Street of the House    |  |
| WAGE AGREED UPON \$ 200.00                                |  |                            |  |
|   | shall be paid by Purchaser to Artist, in   | nmediately following the   |  |
| conclusion of the engagement, payable in cash or cash     |  |                            |  |
|   | rchaser and sent on the day of show to   |                            |  |
| made payable to WEST BANK BOOKING, INC. and               |  |                            |  |
|   | r to and in the name of WEST BANK Bo   | OOKING, INC., payable      |  |
| in cashier's check, money order or wire transfer only, a  | as security deposit, due no later than<br>MMISSIONS  |                            |  |
| 5. The leader, manager or representative of the musicians | 8,   |                            |  |
| individually and for the musicians, agrees and guara      | antees to pay percent of   | gross paid per Section 8   |  |
| of this contract. This commission is in payment for pers  |  |                            |  |
| incurred in this transaction to WEST BANK BOOKING         | G, INC. The person signing as leader, mar  | ager or representative of  |  |
| the band represents that he is under no minor disability  | y and that he has legal capacity to contrac  | et and do business for the |  |
| musicians. Failure of musicians to pay commissions as     | mentioned in this paragraph gives WEST   | BANK BOOKING, INC          |  |
| an immediate cause of action against all members liste    | d for said commissions, reasonable attorr  | ey's fees, court costs and |  |
| legal interests. The booking commission must be paid      | within five (5) days after the date musicia  | ns are to perform for the  |  |
| Purchaser as stated in Section 3.                         |  |                            |  |
|   |  |                            |  |
| Names of Musicians: Leader:                               | and the second of the second o | District Controls          |  |
|   |  |                            |  |
|   |  |                            |  |
|   |  |                            |  |
| Chris Dunlap  | Aaron Watson   |                            |  |
| Print Purchaser's Name                                    | Print Leader's   | Name                       |  |
| Signature of Purchaser                                    | Signature of L   | eader                      |  |
| 7th St. and 1st Ave No.                                   |  |                            |  |
|   | P.O. Box 10  |                            |  |
| Mpls, MN 55403  | Minneapolis, Mi  | N 55440                    |  |
| 612-338-8388  |  |                            |  |
| 012411040100  | Wichael T. Burel   |                            |  |
| Telephone   | Michael T. Burch   |                            |  |

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10. No performance of the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever without a specified written agreement with the musicians permitting such recording, reproduction or transmission.

#### BREACH OF CONTRACT

11. As between Purchaser and musicians, in case of breach of contract on the part of Purchaser, it is agreed that the liquidated damages of the musicians will be in the amount as stated in Section 5 of this contract.

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- 12. In consideration of the service rendered by West Bank Booking, Inc. in securing this booking, the leader, manager or representative agree to book all bookings from the above Purchaser for a period starting on the date stated in the introductory paragraph of this contract and ending 360 days from the performance date set out in Section 3 of this contract, through West Bank Booking, Inc.
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