



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

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ANY AND ALL RIDERS
ATTACHED HERETO ARE
MADE A PART HEREOF.

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, 1982
between the undersigned purchaser of Music (herein called "Purchaser") and three musicians.*

1. Name and Address of Engagement 7th Street Entry
7th St. and 1st Ave No., Mpls, MN 55403
2. Print Name of Band or Group Male Model
3. Performance Date(s) and Time(s) September 28, 1982. Tuesday.
Act to be billed "Male Model - from NYC - One Night Only"
Club to provide sound and opening act.
4. Type of Engagement Dance
5. WAGE AGREED UPON \$ 200.00

Payments to be made as follows:

- (a) \$ 200.00 shall be paid by Purchaser to Artist, immediately following the conclusion of the engagement, payable in cash or cashier's checks only to band leader.
- (b) \$ _____ shall be paid by Purchaser and sent on the day of show to Agent. Checks should be made payable to WEST BANK BOOKING, INC. and mailed to P.O. Box 10066, Minneapolis MN 55440.
- (c) \$ _____ shall be paid by Purchaser to and in the name of WEST BANK BOOKING, INC., payable in cashier's check, money order or wire transfer only, as security deposit, due no later than _____.

COMMISSIONS

6. The leader, manager or representative of the musicians, _____, individually and for the musicians, agrees and guarantees to pay _____ percent of gross paid per Section 5 of this contract. This commission is in payment for personal services, booking fee, contract fee, and expenses rendered and incurred in this transaction to WEST BANK BOOKING, INC. The person signing as leader, manager or representative of the band represents that he is under no minor disability and that he has legal capacity to contract 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 listed for said commissions, reasonable attorney's fees, court costs and legal interests. The booking commission must be paid within five (5) days after the date musicians are to perform for the Purchaser as stated in Section 3.

Names of Musicians: Leader: _____

Chris Dunlap

Print Purchaser's Name

Aaron Watson

Print Leader's Name

Signature of Purchaser

Signature of Leader

7th St. and 1st Ave No.

Address

Mpls, MN 55403

P.O. Box 10066
Minneapolis, MN 55440

612-338-8388

Telephone

Michael T. Burck

Booking Agent

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

(Continued on reverse side)

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.

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Names of Musicians: Leader: _____

Chris Dunlap

Print Purchaser's Name

Signature of Purchaser

7th St. and 1st Ave No.

Address

Mpls, MN 55403

612-338-8388

Telephone

Aaron Watson

Print Leader's Name

Signature of Leader

P.O. Box 10066
Minneapolis, MN 55440

Michael T. Burek

Booking Agent

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

(Continued on reverse side)

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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.

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Signature of Purchaser

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