

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

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# Public Image Ltd.'s struggle for. . . ? Up the Organization!

By Eric Lindbom

UBLIC IMAGE LTD. (PiL)
was put on this earth to provoke. Somewhere in the company bylaws of this oft bewildering organization must be an inscription declaring that PiL employees get up as many noses as possible before pink sheet time. Some of those noses

he's still gawked at like a tarantula behind glass. The very fact that he seeks to create such a cold distance between himself and the world makes him all the more sought after.

But merely reviewing a PiL performance only offers insights into one dimension since, like Devo and Parliament, PiL



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(Recipient's Name)

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IN TENDERING THIS SHIPMENT, SHIPPER AGREES THAT SHALL NOT BE LIABLE FOR SPECIAL INCIDEN-TAL OR CONSEQUENTIAL DAMAGES ARISING FROM

> CARRIAGE HEREOF, F.E.C. DIS-CLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS SHIPMENT. THIS IS A NON-NEGOTIABLE AIRBILL SUBJECT TO CONDITIONS OF CONTRACT SET FORTH ON REVERSE OF SHIPPER'S COPY, UNLESS YOU DECLARE A HIGHER VALUE. THE LIABILITY OF FEDERAL EXPRESS COR-PORATION IS LIMITED TO \$100.00

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FEC-S-0640 D/0/W REVISION DATE 10/81 GBF PRINTED U.S.A

Speed Message To Steve McClellAN From P. I.C Date Aug 3/ 19.87 Kindly sign All contract t ripers + Return immediately with peposit. Call if there are Aug Best Regards WilsonJones

Speed Message 44-900	GrayLine, SNAP-A-WAY FORM
TO STEE M' CLELLAN  FIRST ANTIVE  Subject	Speed Message From Bos IVLIAN POBUL TIMOS LTD.
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### J. J. BROOKSBANK INC. d/b/a

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PAGE 2

RENTAL AGREEMENT
AN INDEPENDENT
BUDGET SYSTEM LICENSEE

WAYZAZA 110 S. kolini St. Weynosio, infine (Artis 274-350)

1217 So. Clover thing Corner of 494 & 35W Bloomington, Minn.

MINIMUM CHARGE - 1 DAY PLUS MILEAGE DAILY RATE IS BASED ON 24 HOUR DAY REPLACEMENT CAR ORIGINAL CAR OWNING LOCATION DATE OF BIRTH CAR NO. LICENSE NO ZIP CODE SPARE MODEL JACK TIME IN TIME OUT ADDRESS MILEAGE IN CITY ZIP CODE MIL FAGE OUT PHONE NUMBER MILES DRIVEN ADDITIONAL DRIVER DAMAGE (DESCRIPTION) NO DAMAGE SPL 19210 SPL HRS ALL OBLIGATIONS OF SEARS RENT A CAR AND BUDGET, INCLUDING ALL INSURANCE PROVISIONS. ARE VOID IF VEHICLE IS USED OR OPERATED IN VIOLATION OF THIS RENTAL AGREEMENT, HOWEVER, RENTER'S OBLIGATIONS AND THE RIGHTS OF SEARS RENT A CAR AND BUDGET UNDER SUCH AGREEMENT ARE STILL IN FORCE. SPL DAY @ DAY SPL WKS @ WKS RENTER AUTHORIZES SEARS RENT A CAR TO SUBMIT A CREDIT CARD VOUCHER IS APPLICABLE! IN RENTER'S NAME FOR PAYMENT. RENTER ASSUMES RESPONSIBILITY FOR ANY AND ALL PARKING AND TRAFFIC VIOLATIONS DURING THE TERM OF THE RENTAL. SPL @ \$ a VEHICLE MUST NOT BE USED OR OPERATED IN MEXICO SPECIAL TIME AND I AGREE TO RETURN THIS VEHICLE ON OR BEFORE THE INDICATED DUE BACK DATE TO THE SAME LOCATION AT WHICH IT WAS RENTED OR TO THE SEARS RENT A CAR OFFICE SPECIFIED IN THE BOX BELOW. A DROP CHARGE MAY APPLY IF CAR IS MILEAGE CAP (IF ANY) OFFICE SPECIFIED IN THE BOX BELOW. A DRINGER THAN RENTING LOCATION. so day DUE BACK BY: OTHER AUTHORIZED RETURN TOTAL TIME AND MILEAGE CHARGE UNLIMITED MILEAG NOTH. BY EXTEND TO WEEKEND SPECIAL, AND RECEIPT NO. RECEIPT NO. EXTEND TO AUTH, BY VACATION SPECIAL CDW IPER DAY! RATES DO NOT APPLY DROP FEES COLLISION DAMAGE WAIVER (CDW) PERSONAL ACCIDENT IF VEHICLE IS RETURNED RENTER INITIALS TO ACCEPT OR DECLINE
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THIS AGREEMENT IS BETWEEN RENTER AND A BUDGET INDEPENDENT LICENSEE, A MEMBER OF THE BUDGET RENT A CAR FRANCHISE SYSTEM. BUDGET RENT A CAR CORPORATION HAS BEEN AUTHORIZED BY SEARS, ROEBUCK AND CO. TO USE THE NAME 'SEARS RENT A CAR'.

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401-700	100
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DATE 18-25-82

## FIRST AVENUE & Zth St.

The Downtown Danceteria

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Sold D9 \$ 114.00

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23(X) = \$154,00



PUBLIC ENTERPRISE PRODUCTIONS 5 Crosby Street Fifth Floor New York City, New York 10013

(212) 431-1600

#### CONTRACT

THIS CONTRACT for the personal services of musicians/artists on the engagement described herein, made this 30th day of August , 1982, between the undersigned Purchaser of Music (herein called Employer) and 4-5 Musicians/artists.
The musicians/artists are engaged severally on the terms and conditions on the face of this contract. The undersigned leader represents and guarantees that the musicians/artists designated herein have agreed to be bound by the terms and conditions hereof. Each musician/artist to be designated at a later time, upon acceptance, shall be bound by the terms and conditions hereof. Each musician/artist may enforce this contract. The musicians/artists severally agree to render services under the undersigned leader.
1. Engagement (Location) First Avenue
(Address) Minneapolis, Minn.
2. Band or Group (Name) PUBLIC IMAGE LTD. (P.i.L.)
Z. Band of Group (News)
3. Engagement Date(s) 25th October 1982
(Industry starting and
4. Type of Eligagement
Whichever greater.
(Terme and Amount) (Specify when payments are to be made)
6. \$3750.00 DUE UPON SIGNING. Balance of Guarantee plus any percentages applicable payable on demand IN CASH or CERTIFIED CHECK made payable to PUBLIC ENTERPRISE PRODUCTIONS. A cash payment of not less than \$1,500 shall accompany Balance due if paid by Certified Check on night of show. In addition, Purchaser agrees to provide Sound and Lights at no additional charge to Artist.  The wages disclosed herein include all expenses. Employer has agreed to reimburse in accordance with the attached schedule, or a schedule to be
provided Employer on or before date of engagement.
7. RIDER Requirements: SEE ATTACHED RIDER.
8. It is expressly understood by all the parties hereto that the employer has the right to supervise the services of the Musicians/Artists on the engagement.
9. It is further understood that, in the event of unforeseen circumstance, the Musicians/Artists fail to appear for the contracted engagement or breech this agreement in any fashion, Public Enterprise Production shall not be liable for damages incurred by the employer except for the return of the deposit referred to in Paragraph Six (6) mentioned above.

Keith Levene Steve McClellan Print Leader & Name Print Employ Traffic 5th Floor 5 Crosby Street 3191 New York, New York 10013 Minneapolis, Minn. 55403 State 2 p Code

Public Enterprise Productions

612 338-8388 (2265)

RIDER TO CONTRACT DATED 9682 BY AND BETWEEN ("PURCHASER") AND PUBLIC ENTERPRISE PRODUCTION ("VENDOR") FURNISHING THE SERVICES OF PUBLIC IMAGE LTD. (P.i.L.) ("ARTIST").

Any contract returned by the Purchaser with any portions of the contract or rider deleted, detached or modified in any way shall be, at the option of the Vendor, null and void, and neither Artist nor Vendor shall be liable to the Purchaser for failure of the Artist to complete or perform the proposed engagement.

Any and all proposed modifications of contract and rider must be discussed in advance of performance with Vendor's representative, Bob Tulipan/Keith Levene.

#### 1. BILLING

A. P.i.L. shall receive one hundred (100%) percent top line sole billing in all manner and terms of advertising and publicity, lights, displays, marquees, posters, newspaper ads, and programs. No other act shall appear on the same show or on any other advertisements for the engagement without the prior written consent of Vendor. When Artist is playing with other acts, no other act's name shall appear in larger type than or on the same line as the Artist's.

B. Public Image Ltd. shall control choice of opening act which will be paid for by Purchaser.

#### PAYMENT

All payments hereunder shall be made payable to Public Enterprise Production. Payments made on the night of performances must be in cash or certified check unless otherwise notified in writing. All deposits shall be made payable to Public Enterprise Production. A minimum cash payment of \$1,500 per night must accompany any Certified Check.

#### 3. PERSONAL APPEARANCES

Purchaser shall not schedule any interview, appearance, or other promotional or publicity activity purporting to involve—
-Artist without Vendor's prior written consent.

#### 4. MERCHANDISE AND ARTIST'S RIGHT OF PUBLICITY

Purchaser shall have the right to exploit the name of the Artist solely for the exploitation of the performance hereunder. The performance hereunder shall not be sponsored by or tied in with any commercial product or company. Vendor shall have the exclusive right to advertise, promote, disseminate, and sell in and about the

place of the engagement and elsewhere souvenir program books, pictures, articles of clothing, jewelry, recordings, or other articles of merchandise bearing Artist's name or likeness and to collect and retain for it's account all proceeds thereof, or at the Vendor's option, to refrain therefrom.

#### 5. RECORDING OF ENGAGEMENT

- A. Purchaser shall not permit the filming, recording, reproduction, or broadcast, either audibly or visually, of any portion of Artist's performance, without the prior written consent of Vendor.
- B. Artist shall have the right, without the payment of any consideration to Purchaser, to tape, film, and/or otherwise record Artist's performances and to use any such tape, film, and/or recording as Artist sees fit.

#### 6. SECURITY

- A. Purchaser shall be responsible and liable for any and all of Vendor's and Artist's equiptment from the time of Load-in to load-out. Purchaser shall provide two (2) personnel commencing at sound check for the back stage door and dressing room areas.
- B. No one will be allowed on stage, back stage or in the dressing room area either prior to, during, or after performance without Vendor's approval. Any of the Vendor's personnel shall have the right to enforce said restriction.
- C. Purchaser shall provide two (2) professional body guards commencing at sound check and at least one (1) more two (2) hours prior to show to accompany the band as long as needed.
- D. No cans, bottles or hard objects are to be allowed in venue. Purchaser to provide metal detector.

#### 7. DRESSING ROOM

Artist requires two (2) private dressing rooms. These rooms must be clean, well heated (or cooled) and lockable, with a key to the door for the tour manager. Space heaters if below 60 degrees F.

#### 8. FOOD AND DRINK

Artist requires the venue be supplied with the following items:

A. Load-In: Purchaser shall provide coffee, tea, milk, sugar, pasteries, doughnuts, a variety of juices and fruit for two (2) in Artist's crew, and union personnel and local stage hands. This shall be ready at load-in time.

Sandwiches, soda, milk and beer should be available in the case of an afternoon load-in.

- B. 1 Large deli tray with fruit for eight (8). No bologna.
- C. Coffee, Tea, 1 gallon milk, sugar, lemons, honey, limes, etc. 1 case of assorted sodas

3 quarts of juice (apple, fresh orange and grapefruit)

2 cases of bottled Heineken

2 bottles non-carbonated spring water

Deli tray for eight (8)

Assorted fruits (including bananas, grapes, oranges, etc.)
Accompanying paper napkins, cutlery, cups, ice, etc.

25 Hot and cold cups

12 large towels

2 coolers and two bags of ice

Salt, pepper, mustard, mayonnaise, toothpicks, ashtrays, and all other appropriate condiments including rolls & butter.

1 Quart Vodka
Timing and placement of these items must be coordinated with Artist's
tour manager.

#### 9. SOUND/LIGHTS AND PRODUCTION

All sound and lighting expenses, as well as any additional production expenses, shall be paid in full by Purchaser. Vendor shall have the right (but not the obligation) to provide sound and lighting companies of it's own choice. Artist has full hands-on control of all consoles (sound & lights).

A. Purchaser shall provide four (4) genie towers and floor lights, and four (4) troopers with operators.

B. Purchaser shall provide four (4) genie towers and floor

B. Purchaser shall provide access to venue not later than eight (8) hours prior to doors opening to the public. Artist shall have full use and control over all stage and venue areas. Artist shall set up all equiptment, instruments, road cases, etc. at it's discretion and allow whatever space available to support acts. BACKLINE DOES NOT MOVE.

c. Purchaser will furnish parking facilities for twelve (12) foot truck, van or station wagon. (1) To be worked out

- D. Purchaser will provide a minimum of four (4) loaders to be available from load-in until Artist's and Artist's personnel departure.
- E. A minimum of two (2) twenty (20) amp circuits are required stage, both with four (4) receptacles. One stage right, one stage left for Artist's instruments plus 100 amp single phase for PA and lights. In all cases, adequate power shall be Purchaser's responsibility. Purchaser shall be solely liable for any personal injury due to improper grounding or power problems.

- F. Always, Purchaser agrees to take out audience seats if physically possible. Stage shall be no less than four (4) feet high and twenty five (25) feet wide by twenty (20) feet deep. If less than 60 degrees F, heating must be provided for load-in and set-up. Proper snow removal equiptment and rain covers must be available in inclement weather.
- G. Artist shall be allowed one (1) hour for sound check. During sound check, no one shall be allowed in the venue, no doors shall be opened, and distracting noises shall be quieted by the Purchaser. Security shall guard all backstage entries and dressing rooms while Artist is sound checking.
- H. Support bands will be allowed to set up their equiptment only after Artist has finished sound checking and their production manager approves space allocation for the support act.
- I. If sound and lights are provided by Purchaser, they must be discussed well in advance of the day of show with the Artist's sound engineer. All PA and lights must be of the highest quality available
- J. It is the Purchaser's obligation to inform Artist's production manager of any mandatory union breaks, curfews, fire regulations, minimum light level requirements, maximum sound level limits, or any other unique regulations or peculiarities at least seven (7) days prior to tickets being placed on sale, as subsequent evaluation thereof may place the performance in jeopardy.
- K. Purchaser shall provide one (1) drum riser twenty four (24) inches high.

#### 10. BACKSTAGE PASSES

Purchaser will provide tour manager with fifteen (15) all-access passes and ten (10) house-only passes. Vendor will determine and fully supervise the use of these passes, as well as all security personnel. Purchaser will keep it's backstage personnel to a minimum.

#### 11. TRANSPORTATION, PERMITS, VISAS and CLEARANCES

- A. At Vendor's request, Purchaser shall provide Vendor with all local transportation for six (6) people to and from airport, Artist's hotel and concert venue. One (1) Stretch Limousine.
- B. Purchaser shall provide at it's sole cost all necessary permits, licenses, immigration clearances and authorization as may be necessary if concert is to performed outside the United States.
- C. Purchaser shall provide one (1) first class hotel suite within 2 blocks of venue for use by Artist on day of show.

#### 12. TICKETS

With respect to performances where the act is being paid based on a percentage, the following provisions shall apply:

- A. Purchaser shall furnish Public Enterprise Production not later than ten (10) days before the scheduled performance, with a ticket manifest signed and certified by a bonded printer, setting forth the number of tickets to be sold in each category, and all tickets shall be sold in accordance with the prices stated.
- B. Purchaser shall be responsible to pay Vendor its percentage for every seat occupied within the place of performance, except for twenty five (25) complimentary tickets, which may be distributed to the press by Vendor, and thirty five (35) complimentary tickets per show for use of Artist. Any unused portion of Artist's complimentary tickets may, with permission of Artist, be placed on sale on day of performance. There will be NO GUEST LIST and NO PRESS LIST.
- C. Representatives of Vendor shall have the right to enter the box office at any time prior to, during and after the performance and to examine and make extracts from the box office records of Purchaser relating to the gross receipts from the engagements.
- D. Percentage payments provided for herein shall be accompanied by an itemized written signed statement from the Purchaser setting forth accurately the computation of said percentage payments.
- E. All pricing for tickets, the scaling of the house, and any and all discounting of tickets must be approved by Vendor. Such approval will not be unreasonably withheld.
- F. Purchaser further agrees to have on hand at the place of engagement on the night of the show, for counting and verification by a representative of Artist, all unsold tickets. Artist shall be compensated for the difference between tickets manifested and the number of unsold tickets verified by Artist's representative. If Purchaser shall violate any of the preceding provisions of this paragraph, it shall be deemed that the Purchaser has sold a ticket for each seat in the house at the highest price.
- G. It is fully understood and agreed that no deductions whatsoever are to be made from the contract price contained herein or from any percentages.

#### 13. INSURANCE

A. Purchaser shall keep in full force and effect, at it's sole expense, for a period commencing forty-eight (48) hours prior to the performance(s) and terminating forty-eight (48) hours after the performance(s), public liability insurance, including contractual

liability, with respect to the place of performance in companies and in form acceptable to Vendor to afford protection to the limit, per occurrence, of not less than Five Hundred Thousand (\$500,000) dollars with respect to personal injury and Five Hundred Thousand (\$500,000) dollars with respect to property damage.

B. Purchaser hereby indemnifies Vendor and Artist and saves them harmless from and against any and all claims, actions, damages, liability and expenses (including attorneys' and other professional fees) in connection with the loss of life, personal injury and/or damage to property arising from or out of the performance(s) occasioned wholly or in part by any act or omission of Purchaser, its officers, agents, concessionaires, licensees, contractors or employees

#### 14. MISCELLANEOUS

- A. Vendor may terminate this agreement if:
- a. Artist ar any member of Artist's group shall die, become ill or incapacitated for and reason.
- b. In Vendor's judgement, performance of the engagement may directly or indirectly expose Artist, any employee of Vendor or Purchaser or any portion of the audience to danger of death of injury by any outbreak of violence or civil strite of any kind.
- c. Performance of any of Vendor's obligations shall be rendered impossible or impractical by any reason of strikes, civil unrest, unforseeable act or order of any public authority, epidemic, dangerous weather conditions, national or local state of emergency, fire or other event or condition of any kind or character.
- d. Performance of any Vendor's obligations shall expose Artist or any member of Artist's group, Vendor or Vendor's employees, agents or independent contractors to civil or criminal proceedings of any kinds.
- e. If this agreement shall be terminated for any of the reasons referred to in this paragraph, Vendor shall promptly refund to Purchaser any amount theretofore paid by Purchaser to Vendor persuant to this agreement, and Vendor shall not be liable to Purchaser for any other loss, damage or expense claimed to have been suffered by Purchaser as a result of such termination.
- f. Vendor reserves the right to cancel this engagement not later than thirty (30) days prior to play date by notice in writing to Purchaser at address given on contract.
- g. No provision contained in any concert hall lease, which is inconsistent with any provision of the contract or this rider, shall be binding on Vendor unless Vendor shall consent in writing thereto.

- h. If, on or before the date of any scheduled performance hereunder, the financial standing or credit of Purchaser has been impaired or is unsatisfactory, Vendor shall have the right to demand payment forwith of the guaranteed compensation specified in the contract, and if Purchaser fails or refuses to make such payment forthwith, Vendor shall then have the right to cancel the contract. In the event of such cancellation, neither Vendor hor Artist shall have any further obligation to Purchaser hereunder and Vendor shall retain any monies theretofore paid Vendor by Purchaser, and Vendor and Artist shall be entitled to persue any and all remedies available to them at law.
- i. If Purchaser breaches any of the provisions contained herein, refuses or neglects to provide any of the items required of Purchaser hereunder, or fails to or refuses to proceed with the presentation of the negagements which are the subject of this agreement and/or make any of the payments referred to herein, or fails to furnish the type, size and quality of technical equiptment requested by Vendor or Artist, or, if at any time prior to or during the actual performance of Artist, should said technical equiptment be otherwise than in perfect working condition, then in any of such events, (A) Vendor, or Vendor's representative, in Vendor's sole discretion, may thereupon terminate this agreement without liability of any kind to Purchaser; (B) Vendor and Artist shall have no further obligation to perform hereunder; (C) Vendor shall retain all amounts theretofore paid to Vendor to Purchaser; (D) Purchaser shall remain liable to Vendor for all additional compensation herein provided; and (E) Vendor shall also be entitled to excercise all remedies then available to Vendor at law.
- j. Except where specified, all performances hereubder shall be held indoors and shall not be subject to cancellation due to inclement weather conditions.
- k. Purchaser warrants and represents that it has the legal capacity to enter into this contract. Purchaser further warrants that it has or will secure (at its sole cost and expense) any and all applicable permits, licenses, etc., regarding the presentation of the concert as may be required by any applicable state, local or federal law, rule, regulation or statute, having jurisdiction over the concert.
- l. The contract (i) cannot be assigned or transferred without the written consent of Vendor, (ii) contains the complete understanding of the parties, and (iii) cannot be amended or varied except by an instrument in writing signed by the parties. The validity, construction and effect of the contract shall be construed under the laws of the State of New York applicable to contracts made wholly to be performed therein.

AGREED TO AND ACCEPTED:

PUBLIC ENTERPRISE PRODUCTION:

By: By: By:	
FURCHASER	