

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

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PLEASE COMPLETE ALL INFORMATION IN THE 5 BLOCKS OUTLINED IN ORANGE SEE BACK OF FORM SET FOR COMPLETE PREPARATION INSTRUCTIONS

PIECES

WEIGHT

TOTAL

SHIPPER'S DOOR

REGULAR STOP

ON-CALL STOP ☐ F.E.C. LOC

YOUR FEDERAL EXPRESS ACCOUNT NUMBER 00772 0/70-0077-0 FROM (Your Name) COMPANY DEPARTMENT/FLOOR NO COMPANY BUICK TICK INTL INC STREET ADDRESS 9494 RIRHY DRIVE

TO (Recipient's Name)

STEVE MCCLELLAN

STREET ADDRESS (P.O. BOX NUMBERS ARE NOT DELIVERABLE)

1st AVE NORTH

CITY

MINNEAPOLIS

IN TENDERING THIS SHIPMENT, SHIPPER AGREES THAT

F.E.C. SHALL NOT BE LIABLE FOR SPECIAL, INCIDEN-TAL OR CONSEQUENTIAL DAMAGES ARISING FROM CARRIAGE HEREOF F.F.C. DIS

1000

TOTAL

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-

DECLARED 0/5

PORATION IS LIMITED TO \$100.00

EMP NO.

CASH RECEIVED RETURN SHIPMENT

STREET ADDRESS

CITY

THIRD PARTY

CHG. TO DEL. CHG. TO HOLD

STANDARD AIR

7 PICKED UP BY FEDERAL

PICKED UP BY FEDERAL

rate applies)

5 DELIVERY 2ND BUSINESS

'OVERNIGHT" IS NEXT BUSINESS DAY (MONDAY THROUGH FRIDAY); TWO DAYS FROM ALASKA/HAWAII. SATURDAY DELIV-ERY AVAILABLE IN CONTINENTAL U.S. SEE "SPECIAL HANDLING."

MBUSTOS

PAYMENT Bill Shipper

COURIER PAK

2 OVERNIGHT ENVELOPE

3 OVERNIGHT BOX

4 OVERNIGHT TUBE

Cash In Advance

1 (OVERNIGHT PACKAGES) 6 OROPPED OFF

SERVICES

CHECK ONLY ONE BOX

PRIORITY ONE (P-1) OVERNIGHT LETTER

AIRBILL NO. 757151584

YOUR NOTES/REFERENCE NUMBERS (FIRST 12 CHARACTERS WILL ALSO APPEAR ON INVOICE)

W/o# 6906

Account Number/Credit Card Number

8

SATURDAY SERVICE REQUIRED
See Reverse (Extra charge applies for delivery.) TOTAL RECEIVED AT

ZIP ACCURATE ZIP CODE REQUIRED

RESTRICTED ARTICLES SERVICE (P-1 and Standard Air Packages only, extra charge)

☐ Bill Recipient's F.E.C. Acct. ☐ Bill 3rd Party F.E.C. Acct.

IN SERVICE GUIDE

DELIVERY AND SPECIAL HANDLING

CHECK SERVICES REQUIRED

HOLD FOR PICK-UP AT FOLLOWING

FEDERAL EXPRESS LOCATION SHOWN

SSS (Signature Security Service required, extra charge applies)

OTHER SPECIAL SERVICE

8 9 🗆

DATE/TIME For Federal Express Use

Federal Express Corporation Employee No.

RECEIVED BY: (Signature) DATE/TIME RECEIVED

F.E.C. EMPLOYEE NUMBER

#2041730700 FEC-S-0700 D/O/B REVISION DATE 10/81 GBF PRINTED U.S.A.

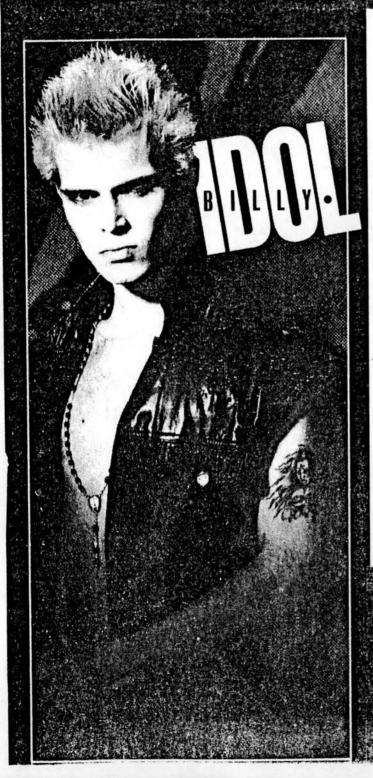


Complementary tickets and Promotional Givenways:

- 26 employee complementary passes on guest-list
 - 4 WMCN promotional giveaways over-the-air
- 16 media complementary passes on the guest list
- 7 band(s) complementary passes on the guest-list
- 110 promotional giveaways to retail record stores, in-club, and other retail
- 163 total complementary passes and promotional giveaways

643 total number of people

Stephen T. McClellan

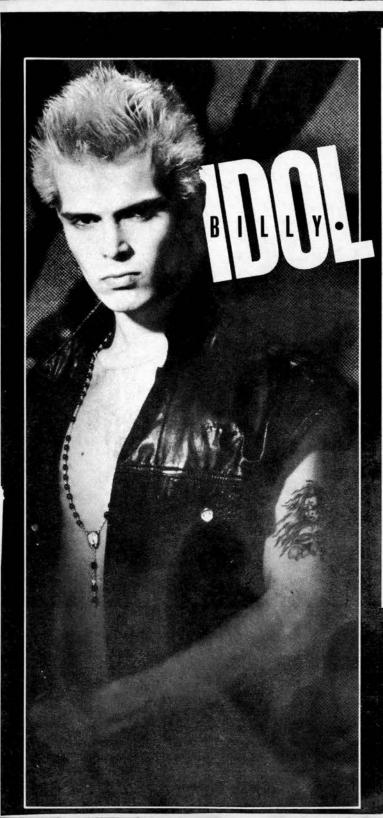


BILLY IDOL Appearing Wed. Oct. 27th

Tickets: \$6.00 Advance \$7.00 Door

Hot Licks(dntn) OarFolk March 4th and First Avenue





BILLY IDOL Appearing Wed. Oct. 27th

Tickets: \$6.00 Advance \$7.00 Door

Hot Licks(dntn) OarFolk March 4th and First Avenue



MUSIC

RY D. L. MABERY

Billy Idol Hot Fun

ACK IN THE MID SEVENTIES WHEN the teenage Billy Idol cropped and peroxided his hair, his intent was simply to sing in a rock and roll band. The image alteration was pragmatic at a time when all the young dudes spiked their hair and wore bicycle chains and leather pants as a social and political statement.

thought once again. "Dancin' With Myself,"
"Hot in the City" and "White Wedding" are
lacquered with a dance-rock rhumba that
makes it a test of endurance to sit in a club and
not hit the floor when the PA blasts.

Yet for Idol, life is not as frivolous as club society might connote.

"There are pretty wild things going on that are only happening because people can't imagine life without things like drugs," Idol says. "Instead of being in control, people kind of get trapped by situations. It is like a time bomb, really. People need to take care of themselves.

"You don't need someone to tell you the



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DOOR SALES

ARTIST Billy Id	ol	DATE 16-27-8
71		TICKET PRICE
TICKET #	NO. SOLD	TOTAL
121-200	_80	117
264-301	37	
387-400 V	14	_/3/
407-475	69	200
480-500	21	22/
501-550	50	271
556-600	45	316
601-625	ZS	34/
634-675	42	383
683-200	18	401
7/3-800	88	489
801-900	100	389
901-1008	100	_ 69
1001-1100	100	789
101-1200	100	889
The second secon		
		
		
Character State Control of the Contr		

ARTIST _ Sel	ly Idol		DATE 10-27-82
	0		TICKET PRICE 6 10 P
TICKET #	SOLD	RETURN	\$ 7.000
001-100	100		600 -
101-120	20		120 —
121-200		_80	B
301-263	63		<u> 378 —</u>
264-300		_37	0
311-386	86		I II I
387-400			0
401-404		-	36 -
407-475		69	0
474-499			
480-500		21	6
201-220		50	_ 0
551-555	\$		30-
556-600		45	<u> </u>
601-625		25	-6
626-633	8		48-
634-675		42	6
676-682	_7		42-
683-700		18	A
701-712	12		12
7/3-800	1	88	
TOTAL			

(1/2)

801-900 901-1000 1001-1100 1101-1200		100	B - D - D
ARTIST Belly TICKET #	Jolol	RETURN	TICKET PRICE 6.002

2/2



Video Playlist for Period 10/2/82-10/14/82 (Bi-weekly reporting):

Last Chart	This Chart	<u>Title</u>	Artist
	1	WOT	Captain Sensible
2	2	Love My Way	Psychedelic Furs
3	3	Don't Nobody Move	Tony Powers
	4	The Message	Grandmaster Flash
	4 5	Never Say Never	Romeo Void
8	6	Public Image	P.I.L.
9	7	Poison Arrow	ABC
	8	Down Under	Men At Work
12	9	Spirit	Bauhaus
15	10	Avalon	Roxy Music
4	11	Music For Boys	The Suburbs
6	12	Goody Two Shoes	Adam Ant
1 5	13	Rock the Casbah	The Clash
5	14	The Look of Love	ABC
	15	Baby, Oh No	Bow Wow Wow
7	16	I'll Melt With You	
	17	Penthouse and Pavement	
	18	Rio	Duran Duran
10	19	Dirty Creature	Split Enz
16	20	John Wayne is Big Legg	

(This playlist is based on frequency of play over the period of time indicated.)

DJs: Roy Freedom, Kevin Cole, and Paul Spangrud

VJs: Jeff Ferraro, Robin Beckwith, and Gordon Braun and Mike Bosley

TICKET SALE REQUEST FORM

Promoter: + IBT AVENUE	
Concert: Ricy /DOC	
Concert Date: 10/27/82	
Mailing Address:	
SALE LOCATIONS RÉQUESTED/TICKET ALLOCATIONS	TO STORES
Lake St. 401-475 St. Paul 476-550	West Bank 551-625 Robbinsdal 26-675
Richfield 676700	
I understand and agree to the terms set fort Policy. I am an authorized signer for promo	h in the Wax Museum Ticket Sale ter listed above.
	Christe Dunlap (Signature)
The promoter listed acknowledges receipt of	unsold tickets listed below:
Lake St. 407-475 St. Paul 480-550	West Bank 556-625 Robbinsdale 634-675
Richfield <u>683-700</u>	
Reco	eived by:
Date	

CONCERT: Buy box WED 19/27 DATE OF REPORT! T: 10/27/82

	RECOTHISHEEK	のでまちの「いい」	TO BE ACKEDUP	500	PRICE	TOTAL
LAKE	401-475		407-475	401-406	\$6.00	3600
STAM	476550		480 -550	41		24.00
WESTBARR	551-625		556-625	551-555		30.00
ROPENSDAUE	626-675		634-675	626-633		. 48.00
RICHFIELD	676-700		683-700	676-682	7	42.00
BURNSVILLE	22.			52 2	1	
Stamo						
				;- ÷		
				1	TOTAL =	180.00

Tickers @\$ 6.00 EA = \$180,00

PAY TO: FIRST AVENUE

CHECK AMOUNT: # 180.00

Billy Idol - Management 645 Madison Avenue New York, New York 10022

Incident occurred on October 28, 1982. Billy had just finished the set for the evening.

- Q. Billy, can you remember what time this was?
- A. It must have been after midnight 1:00 a.m. or so. We played until 12:00 a.m. It was definitely night time and I think it was after the show.
- Q. Dean Seal came into the dressing room Is that standard procedure, they have to have a card to show their identification
- A. He knocked on the door and said he was from the local paper. He only wanted to ask three questions and he seemed to be professional.
- Q. Did he show you a card?

ü

- A. I don't know if he did or not. He seemed to be of professional nature.
- Q. You were both sitting in a chair?
- A. Yes, we went into the back half of the dressing room which has a curtain in front of it. We could use this area for changing and the front half of the room was were people could come in and have drinks and stuff. There were two chairs in the back half next to this table, which is joined to the wall and the mirror was above where we were sitting. It was quieter back there. Sort of between us the length of where we were sitting. It was directly beside us so to speak. It was quite tall about 4-1/2' tall but it was mounted on the wall so it was higher than us. It was up on the wall beside us and slightly above the table. It wasn't on the table, it was just stuck on the wall.
- Q. There was a table between you --
- A. The mirror was on the wall and the table was joined to the wall. We're sitting facing each other. It was the mirror. the table and then us. We were in a parrallel line of the wall.
- Q. The two of you were just talking?
- A. It was just about the end of the third question and that's whats so peculiar about it falling then. The mirror just fell when we were talking to each other and were absorbed in that. By the time the third question was over it just came out of the blue. It was quite a shock. There was no time for anyone to do anything. The guy stuck his hand out at the last moment to try and stop it, but I don't remember getting a chance to do anything before

it hit me on the head.

- Q. Did you receive any cuts?
- A. I just had a few scratches. He was bleeding quite profusely from some part of his hand. So we wrapped it up with something to try and stop it.
- Q. He reached out his hand to break the fall of the mirror?
- A. At the last moment, he tried to protect himself. I saw it later than he did so it hit me.
- Q. Neither one of you bumped the mirror it just fell off the wall.
- A. It must have been the vibration from the music and shook it loose. It could have happened at any time really. The other guy was writing notes so it was quicker for him to put his hand out, where as I was sitting with my arms at my side or on the chair. The mirror wasn't fixed to the wall with anything. There were no bolt holes or anything, it was just stuck on the wall with some sort of glue. Somebody remarked that they told someone about it, but nothing had been done.
- Q. Did the ambulance or paramedics come after this?
- A. The ambulance was called and we entered the dressing room as it was really quite a small place, but if there were going to be ambulance people it was easier to enter the dressing room. After about ten or fifteen minutes I left. Some of the road crew waited for the ambulance to come I think.
- Q. Did anyone else witness it?
- A. We went to talk just behind this curtain where it was quieter. I don't think anyone was in there. They heard this crash and came in and asked what happened. There were other people around in the other part of the dressing room talking. That's where the drinks were.
- Q. Did you see anyone from the management in there?
- A. No.
- Q. So it happened fast How long were you talking?
- A. I'd say it was about five or six minutes. He only asked three questions, but I was answering them sincerely.
- Q. Do you remember who he was or what newspaper he worked for?
- A. No. Just that he was a local reported. I don't remember asking his name, or what paper. People don't generally stop in from their local paper at my level of performing.

- Q. Was the mirror to the right or left of you guys?
- A. To the left of us. Myleft and his right. The table was between us and the wall.
 - Q. You were right along the wall obviously.
- A. We were all parrallel to the wall.
- Q. In your opinion there was no way he could get out of the way of the mirror?
- A. No. I didn't have a chance. I was still sitting in the same position going what happened.
 - Q. Did the mirror break as it hit?
 - A. It hit me on the head and broke.
- Q. He wasn't cut by an edge, but a piece of the glass?
- A. He could have been. The mirror shattered instantly. Great big chunks of glass around.
- Q. Was he in good condition, sober, when he was interviewing you?
- A. Yes, he wasn't in any way intoxicated.

Billy Idol - 27 years and single.

Get ahold of his agent if need to talk to him again.

ARTIST Billy	Idol	PRE SALE		0-27-82 PRICE 10-00
SOURCE	TICKET #	SOLD	RETURN	\$
Hat hichs	001-100	100		600-
	701-800	.12	88	72-
Oarfalk	201-300	43	37	378-
Club	301-400	86	14	£16-
murch 4th	101-200	20	_80	120-
Wax	401-500	# 10	90	60.00
	501-60D	F	95	30.00
	601-700	15	85	90.00
	- 10 h			
TOTAL	800 /	3//	489	1866. DT

FIRST AND Earth St. The Downtown Danceteria

Wire Transfer Information:

Romeo Void on Monday, October 18th, 1982 \$2 \$1,250.00 deposit due

Billy Idol on Wednesday, October 27th, 1982

\$1,500.00 deposit due

Chase Manhattan Bank Branch #13

Account # 013-1-126732 International Talent Group Clients Account

100 West 57th St. New York, New York 10019 \$ 2750 50 4 2150

made 8 2 10/12/8 2 Intered Aug

Belly Idal 10/27/82 Jele / Birthdays 25 11 50 11 75 11 end #_15 Beg # 10 used 4 1 voicleel 100 1111 11:30 - \$500 (15) end #436 employees_tht the Beg # 420 Sold____A\$500 12:00 \$400 MISTAKES _ 111 end# 444 mgr. IIII Beg# 436 Sold 8 Afyo

TOTAL

BAND: Rifle Sport	BAND: LFR	BAND:
Scotty Boziat	Ron Clark	
Molly McGuiniss	Trish Cony	
Molly McGuiness Carri Pennings	Am Castler	
	Karl Mueller	
	Han Johnson + 1 or 2	
<u> </u>		
		. ————



WMCN Radio Over-the-air Promotional Giveaways

Jim Chote plus 1

Simone French plus 1

Mike Lee plus 1

Colin Martin plus 1

Paul Ormseth plus 1

FRANK TURNER+

Media Guest-list

Dale Bryant plus 1

Mary Bifulk

Arne Broger plus 1

Dez Dickerson plus A

Martin Kellar plus 1

P.D. Larson plus 1

Greg Helgeson plus 1

Peter Jesperson plus 2

Marla Grenneson plus 1

Sue McLean plus 1

Amy McCumber plus 1

Marvin Gleicher plus 1

Jeff Sofko

Jeff Siegel plus 1

Mary Turgeon plus 1

Joe Wally plus 1

Lee Ann Wethe plus 1

Barb Mix plus 1

John Crady +1

Advertising-Suzanne

Flame Records

Variety Artists

Prince

City Pages

City Pages

City Pages

Parfolk jokepus

Priority One

Priority One

Advertising-Suzanne

Palygram Records

Stage Production

Renaiassance Productions

March 4th

Priority One

Advertising

Advertising

Chrysalis

Realy

- Add a series
DATE OF CONCERT: Wednesday October 27th 1982
LOCATION: First Avenue, 701 First Ave North MPLS MN 55403
MANE OF PROMOTER: - Stephen T. Mcclellan / First Avenue
PEONE: DAY 612 . 338 8388 NIGHT: 612 338 2245
NAME OF SOUND COMPANY: (SEE ATTACHED LIST)
Southern Thunder Sound
PHONE: DAY 645-9736. NIGHT 612 645. 9736
NAME OF EALL: First Avenue - 7th St. Entry
2DDRESS: 701 First Avenue North
PHONE: BACKSTAGE NONE BOX OFFICE 6/2 .338 2265
SEATING CAPACITY 1,200
TYPE OF SEATING (GENERAL OR RESERVED - DANCE OR CONCERT)
General Dance
TICKET PRICES: \$6.00 advance \$ 7.00 at the door
NUMBER OF SHOWS One TIMES: 11:00 pm
NAMES OF ACTS AND SEQUENCE ON SHOW: TBA
LENGTE OF SET FOR EACH ACT: 60 minutes for support talent
DOORS OPEN AT: 8:00 pm CURFEW, IF ANY Lites on at 1245 AM
NAME OF STAGE MANAGER: Steve McClellaw Self Ferraro / Demnis Frank
TELEPHONE #: 412 338 8388
IS THIS A UNION HALL: NO
HAVE AND ADDRESS OF RECOMMENDED HOTEL: The Guest Houes Best Western
7th St and 4th Ave 50 Co12 370-1444
HAME OF HEAREST HOSPITAL: Metropolitan General Medical Center.
ADDRESS: Nowntown Minneapolis PHONE: 347 4310
EMERGENCY: 347 431/



October 15, 1982

Steve McClellan
First Avenue
29 North 7th Street
Minneapolis, MN 55403

RE: BILLY IDOL / OCTOBER 27, 1982 / FIRST AVENUE

Dear Steve,

Enclosed please find the contract for the above mentioned engagement. Please look these over, sign where indicated, keep one copy for your files and return the rest to me as soon as possible.

Please note that a deposit in the amount of RECEIVED 10/14/82 is due and payable on or before N/A by certified or cashier's check or bank wire only.

Best regards,

INTERNATIONAL TALENT GROUP

Kathy Gallagher

V. FORCE MAJEURE

-A...-If any member-of THE BILLY IDOL BAND shall become ill or incapacitated, BILLY IDOL shall not be required to perform the engagement, in which instance any monies (deposit) paid by the Purchaser shall be returned forthwith and neither party to this agreement nor RTILY IDOI, shall be under any obligation to each other for any further performance.

- Performance Reproduction: No part, portion or segment of the BILLY INOL performance is to be reproduced, either audio or visually, without the express written permission of A.M.I. No one not specifically authorized in writing by A.M.I. shall be permitted by the Purchaser to enter the place of engagement with any sound or film recording device or mechanism.
- Damages: In the event of Purchaser, his representative, servants, contractors, audience, etc. reproduction or causing to be reproduced BILLY IDOL performance in the form of film, tape, or any other means of audio or visual reproduction, the Purchaser shall pay BILLY IDOL the sum of One Million (\$1,000,000.00) Dollars as liquidated damages in addition to all other legal remedies to which BILLY IDOL may have recourse.

VI. HOLD HARMLESS AGREEMENT:

Liability Coverage: Purchaser shall indemnify
BILLY IDOL and A.M.I. and save it harmless from all claims and judgments for injury or death to persons or property damage (including costs of litigation and attorney's fees) made or obtained against BILLY IDOL and / or A.M.I. by third persons including BILLY IDOL , A.M.I. and the Purchaser, employees and agents, based on injuries to person or property, in any manner caused by incident to, cornected with, resulting or arising from, the performance of this contract regardless of whether such claims, on the part of BILLY IDOL and / o: A.M l., or its employees, but Purchaser, will nc be esponsible for loss, damage or injury, including dea ', caused by the sole negligence of BILLY IDOL and cr A.M.I., or its employees, excepting, however, inju. 10 or death of employees of the Purchaser from any cause whatsoever.

Purc aser s. 1 provid compt notice to BILLY IDOL and .M.I. or , such laims. BILLY IDOL and A.M.I. shall we to right to defend said claim. (s) with the counsel of their choice at the Purchaser's expense. Purchaser shall not settle 'ny claims without prior written consent of BULLY IDOL and A.M.I.

VII. INSURANCE

Purchaser shall cause to be insued for liability and property damage to the building premises and all equipment provided by Aucoin Management, Inc. nd/o: BILLY IDOL and its licensors in the amount so required h, the "Hall of Grounds" contract or not less than the following whichever is higher:

Concert Spectator L ability (a) Bodily Injury & Property Damage: \$1,000,000.00 Combined Single Limit INITIALS

(b) Broad Form Property Damage: \$25,000

(c) Personal Injury Liability including coverages
A.B. & C. NO PARTICIPATION:
\$1,000,000

2). All Risk Insurance including Theft on BHLY IDOL's instruments, equipment and costumes:
\$80,000.00

and shall take steps to protect and preserve all hardwar and software provided by Aucoin Management, Inc. and/or BHLY IDOL and its licensors for the engagement. Where such hardware and software is left overnight, purchaser shall indemnify Aucoin Management, Inc. and/or BHLY HOL and its licensors against any loss or damage to said equipment during such period of time. In connection with the foregoing, Purchaser shall see to it that all BHLY HOOL requipment, tractor trailers and other vehicles are under armed guard at all times while the equipment and vehicles are at the place of engagement Aucoin Management, Inc. and/or BHLY HOOL shall be named as additional named insureds and shall have the right to review such policy and if either Aucoin Management Inc. and/or BHLY HOOL find that the policy does not meet the above minimums or does not contain the required coverages or the premium charged is excessive, then Aucoin Management, Inc. and/or BHLY HOOL may replace said policy or policies and charge the full premium against "unauthorized expenses" of the Purchaser as he is so named on the "contract blank" attached to the fron page of this "Rider".

Immediately upon execution of this contract, Purchaser shall furnish to Aucoin Management, Inc./
BRLLY IDOL . 645 Madison Avenue, New York, New York 10022, and Howard Glickman, World-Wide Services Agen Ind., 345 Leader Building, Cleveland, OH 44114 one (1) copy of each and every binder and/or insurance policy or policies issued in accordance with the requirements set forth in this contract.

VIII. PURCEASER'S REPRESENTATIVE:

- A. Purchaser agrees to furnish his personal representative, capable of making any decisions (pertaining to the BILLY IDOL engagement) from the time of arrival of the production equipment through the time of its departu
- B. Purchaser's Representative shall provide both the

 BILLY IDOL management office and their Road Manager
 with twenty four (24) hour telephone numbers (business
 and residence), fourteen (14) days prior to any and all
 concerts.

IX. COMPLIMENTARY TICKETS:

Purchaser will hold, at no charge, twenty (20) complimentary tickets of the highest price, which shall be held until used or released by the representative of Aucoin Management, Inc.

Furchases Initials

Purchaser agrees to use only those publicity (i.e., bios, photos, press kits, etc.) materials supplied by BHLY IDOL through its authorized representatives, Mr. William M. Aucoin, President of Aucoin Management, Inc., 645 Madison Avenue, New York, New York, 10022, and, Ms. Toby Lubov, of Chrysalis Records, Inc., 9255 Sunset Boulevard, Ios Angeles, California, 90069, for the purpose of publicizing the performance to which the purchaser has agreed. No other publicity materials shall be used for the purpose of promoting said performance without the express written consent of BHLY INOL, or its authorized representatives, Mr. William M. Aucoin, Aucoin, Management, Inc., 645 Madison Avenue, New York, New York, 10022, #212/826-8800, or Ms. Toby Lubov, Chrysalis Records, Inc., 9255 Sunset Boulevard, Ios Angeles, California, 90069, #213/550-0171. No photographers shall be allowed to photograph the BHLY IDOL performance without express prior approval of BILLY IDOL or its authorized representatives as aforementioned.

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XI.

7 =

- A. Artist is to receive 100% star headline billing on any and all advertising, and will close the show.
- B. Any change of Artist's billing or position on show must be approved by ITG prior to day of performance.

XII.

A. Purchaser agrees that he will not commit Artist to any personal appearances, interviews, or to any other type of promotion without prior consent of Artist.

PURCHASER'S INTTATE

BILLY IDOL CONTRACT RIDER

PART II
TECHNICAL PROVISIONS
ARENA AND THEATRES / NIGHTCLUBS

ARENA AND THEATRES

... · _

I. STAGE:

A.

Purchaser shall provide a level of stage with a minimum clear area of twenty (20) feet in depth, thirty two (27) feet in width, and twenty (20) feet overhead crearance.

B.

Artist's equipment shall not be moved or repositioned at any time between sound check and showtime nor shall said equipment be used by any other band without express permission of stage manager.

II. DRUM RISER:

A.

Purchaser shall provide an 8'x8'x16' drum riser.

В.

This riser (IIA) must be used as it is an integral part of the BILLY IDOL performance. If BILLY IDOL is prohibited from using the rider, he will not be required to perform and Purchaser will forfeit full purchase price as stated on Page one of the subject agreement.

III. STAGEHANDS:

A.

Purchaser agrees to furnish a local crew of stagehands, truck loaders, electricians, and forklift operators of decred necessary for a smooth and successful operators or show day) for the load-in, set-up, strike, and coad-out. The crew's arrival schedules are as follows:

B.

DAY OF SHOW

ROAD CREW

LOCAL CREW

3:00 PM

2 Technicians

2 Truck loaders

4 working stagehands

l house electrician

-1 forklift operator

PURCHASER'S INITIALS

^{*}ALL LOCAL CREW TO BE SCHEDULED AT THE DESCRETION OF STAGE MANAGER AND/OR ROAD MANAGER

- A. Purchaser shall provide, within fifty (50') feet of the stage, Two (2) separate and isolated A/C power disconnets, One (1) supply for sound, One hundred (100 A) amps a leg single phase, and one (1) supply two hundred (200 A) amps a leg single phase for lights.
- B. POWER REQUIREMENTS FOR STAGE AMPLIFIERS:

Purchaser shall provide four (4) separate 120 volt twenty (20) amp. circuits on stage, isolated from P.A. and lighting power.

V. SET-UP TIME / SOUND CHECK:

- A. Artist requires a minimum of three (3) hours for set-up and sound check.
- B. Artist reserves the right to a private sound and light check before each performance.
- C. The public is not to be admitted to the place of engagement until Artist has completed Artist's sound check.

VI. SOUND FACILITIES:

A. Main System:

Purchaser shall provide at no cost to BILLY IDOL high quality low distortion stereo sound system (capable of covering, with good sound quality, every seat in the house). The mixing console shall have no less than twenty four (24) identical balanced low impedence microphone input channels. Each input channel shall have mic attenuator, gain trim, phase reverse, 4 band equalization (each band shall have no less than four (4) switch selectable turnover paints). And at least two (2) separate effects sends. The console shall have four (4) stereo sub masters. The sub masters shall be addressable from each of the twenty four (24) microphone inputs. The console mixing system shall include a patchable stereo compressor/ limiter inserted into the stereo vocal submaster and a mono compressor limiter inserted in the bass guitar direct input channel. Main system equalization shall be two (2) 1/3 octave 27 band graphic equalizers. Main systems shall be able to accept no less than three(3) line level (+4cbm) inputs. Microphone compliment shall include but not be limited to:

- 3 Sienheiser 421 microphones
- 1 AKG D 12E Microphone
- 4 Shure SM-58 Microphones
- 5 Shure SM-57 with wind screens Microphones
- 3 AKG 451 Condenser with cardiod capsules
- 4 Direct Boxes

All stands except one (1) should be Atlas Boom. AKG Boom or comparable line in excellent working condition. The one exception should be straight with base weight (no legs).

E. Monitors:

BILLY IDOL require an onstage monitor system as follows:

 Constage monitor mixer (capable of six (6) separate mixes). With 1/3 octove 27 band equalization.

PURCHASER'S INITIALS

2. Sixteen (16) inputs.

- 3. Full sass and treble control—and-padding on each input.
- Two (2) side fill cross stage monitor systems capable of ll8db wide band A wieghted six (6) feet from the cross stage system, on axis.
- 5. Five (5) floor monitors. One (1) full range drum fill stack (minimum 2 / 3 way system) of which is to be used on drums (capable of 125db).
- 6. Each monitor must be capable of 115 db a weighted at 6 feet.

C.

In all instances the Artist's Sound Engineer shall have absolute control over sound reproduction and reserves the right to operate sound system without interference. Artist also reserves the right to use where he deems necessary their own equipment (such as effects, microphones, stands, etc.). Also artist's sound engineer shall be alocated one (1) hour of pink noise spectrum analysis of the venue environment at 110 db a weighted. 1/3 octave spectrum analyzer and pink noise callibrator - 1 callibrated microphone will be provided at no cost to the Artist.

D. MIXER VOTES:

Artist sound is well defined, tight and loud. Stage levels may reach 115 db a weighted. Sound systems shall be capable of at least 5 db headroom.

VII. LIGHTING:

- A. Purchaser shall provide at no cost to BILLY INOL a stage lighting system as follows:
 - 1. Fighty (80) 1-K Par 64 fixtures and accompanying dimmer circuits.
 - 2. A minimum of four (4) color washers.
 - 3. Headset Clearcom or Terre Hanley system from one master to house lights and followspots.

In linstances Artist's lighting designer hat have absolute control over the lighting cons le and reserves the right to operate console with it interference.

- B. Purchaser thall supply a minimum of four (1) Super Trooper or 'ladiator followspots under one hundred (100%) percent control of BILLY IDOL'S cue master during their segment of the show.
- C. There should never be a situation where the house lights are turned or or o. mless the Purchaser has the express permission of the Artist's road manager. EXCEPTIVE

WIII. SECURITY:

Purchaser shall supply one (1) security guard to be stationed at the doorway to the dressing rum (facilities to be provided by the Purchaser Part I, III B 1. Artist dressing room) from load-in of BILLY IDOL gear to load-out, and one (1) at tune-up room for same period of time.

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IX. BACKSTAGE PASSES

Purchaser shall provide backstage passes to be stamped with date of engagement. BILLY IDOL 's road manager will have full control of all backstage passes for BILLY IDOL .

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XII. PARKING:

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-arrangements for the BHLLY IDOL equipment vehicles;

which include one (1) forty foot (40') bus, two (2)
automobiles, one (1) twenty four (24') foot truck, overall
length thirty five (35') feet and maximum height of
twelve (12') feet.

XIII. ENGAGEMENT IN NIGHTCLUB SITUATION:

- A. House lighting must be approved by Artists' Lighting Designer or designated representative of BILLY IDOL / Aucoin Management, Inc. prior to date of engagement. There is to be a follow spot operator one (1) hour prior to show time.
- B. In all instances artists' Lighting Designer shall have absolute control over stage lighting and reserves the right to operate lighting console and spotlight cue system without interference.
- C. House sound system must be approved by artists' Sound Engineer prior to date of engagement and satisfactorally meet requirements of Section VI-A: Main System House Sound Engineer will be on call from time of crews arrival through BILLY INCL. last show of engagement.
- D. House Electrician will be on call from time of crews arrival through BILLY IDOL last show of engagement.
- E. In all instances Artists' Sound Engineer shall have absolute control over main sound system and console and reserves the right to operate the sound console without interference.
- F. Power requirements for sound and lights must be satisfactorally met for smaller systems. Stage power will remain the same for the BULY IDOL, equipment, three (3) twenty (20) amp quad boxes (4 plug boxes) separate from stage lighting service.
- G. STAGING: The stage must be level and well supported, with no give or bounce. It must be a minimum of (27) wide, fifteen (15) feet deep and two (2) feet high. The dimensions are not to include the sound system or land equipment belonging to another band.
- E. Purcha er shall provide three (3) stagehands to be available from t me of load-in through set-up, strike, and load-out.
- I. BACKSTAGE : ASS. S: Purchaser shall provide backstage passes to be stam, ed with date of engagement. BILLY IDOL Road BILLY I DOL ROAD BILLY I DOL ROAD BILLY I DOL STATE BILLY I DOL BI
- J. ALEQUAT: TIME SHALL BE ALLOWED FOR A SOUND CHECK WHICH IS COMPLETED TO THE SATISFACTION OF ARTIST AND TECHNICAL CREW. AUDIENCE SHALL NOT BE ADMITTED UNTIL SOUND CHECK IS COMPLETED AND EARD MEMBERS HAVE LEFT THE STAGE.

Am

PURCHASER: If this engagement provides for a percentage payment to BILLY IDOL you will be required to verify all expenses on the engagement date or you will not be permitted to deduct same from any such percentage payment.

PURCHASER: A sound check for BILLY IDOL pursuant to the terms herein is vital. In the event appropriate sound check is not had, BILLY IDOL reserves the right to cancel the engagement at any time without liability and Purchaser shall be liable for full purchase price of this agreement.

PURCHASER'S INITIALS

_WE LOOK FORWARD TO A PLEASANT SHOW, AND WOULD LIKE TO ____
TAKE THIS OPPORTUNITY TO SUMMARIZE A FEW POINTS IN THE
RIDER:

1. STAGEHANDS PRESENT ONE HALF (1/2) HOUR BEFORE STAGE CALL.

- 2. HOUSE SOUNDMAN PRESENT AT STAGE CALL TIME.
- HOUSE ELECTRICIAN PRESENT AT STAGE CALL TIME.
- 4. BACKSTAGE PASSES SHOULD BE AVAILABLE TO ROAD MANAGER AT SOUND CHECK.
- 5. REFRESHMENTS FOR CREW SHOULD BE AVAILABLE AT LOAD IN.
 HOT MEAL FOR CREW SHOULD BE AVAILABLE AFTER SOUND CHECK.
- FRUIT BOWL, COLD CUT PLATTER, CHEESE AND CRACKER PLATTER SHOULD AVAILABLE TO THE BAND AFTER SOUND CHECK.
 REFRESHMENTS FOR THE BAND SHOULD BE AVAILABLE ONE (1)
 HOUR BEFORE SHOW TIME.
- ONE (1) HOUR BEFORE SHOW TIME.
- 8. THE DRESSING ROOM SHOULD BE CLEANED ONE (1) HOUR BEFORE SOUND CHECK.

PURCHASER'S INITIALS

TO AUCULA IMPARENTAL, BAS MADISON
DATE OF CONCERT: Wednesday, Strober 27th, 1982
LOCATION: Minneapolis, MN. 55403
NAME OF PROMOTER: Stephen T. McClellan/Fisst Avenue
PECNE: DAY 612-338-8388 NIGHT: 612-338-2265
NAME OF SOUND COMPANY: (SEE ATTACHED LIST)
Southern Thunder Sound
PHONE: DAY 645-9736 NIGHT (612)-645-9736
NAME OF EALL: FirstAvenue/7th St. Entry
ADDRESS: 701 First Avenue North
PHONE: BACKSTAGE None BOX OFFICE (612)-3382265
SEATING CAPACITY 1,200
TYPE OF SEATING (GENERAL OR RESERVED - DANCE OR CONCERT) General/Dance
TICKET PRICES: \$6.00 advance/ \$7.00 at the door
NUMBER OF SHOWS One TIMES: 11:00PM
NAMES OF ACTS AND SEQUENCE ON SHOW:
LENGTH OF SET FOR EACH ACT. 40 minutes for support talent
DOORS OPEN AT: 8:00PM CURFEW, IF ANY Lites on at 12:45AN
NAME OF STAGE MANAGER: Steve McClellan/Jeff Ferraro/Dennis Frank
TELEPHONE : 612-338-8388
IS THIS A UNION HALL: No
NAME AND ADDRESS OF RECOMMENDED HOTEL: (612)-### 370-1444
7th St. and 4th Ave. So.
NAME OF NEAREST HOSPITAL: Metropolitan Genearl Medical Center
· · · · · · · · · · · · · · · · · · ·

ADDRESS: Downtown Minneapolis

EMERGENCY: 347 4311

Attached please find the rider covering the necessary provisions for a BILLY IDOL engagement.

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The purpose of this rider is to assure the Purchaser, BILLY IDOL and the audience the best performance possible.

Any inquiries regarding any aspect of production, scheduling, security, etc., no matter now minor or insignificant, should be directed to:

WILLIAM M. AUCOIN / PRESIDENT AND MANAGER

RIC ALIBERTE / VICE PRESIDENT OF AUCOIN MANAGEMENT, INC.

ACE PENNA / TOUR MANAGER

RAY SHERRIF / STAGE MANAGER

Aucoin Management, Inc. 645 Madison Avenue New York, New York 10022

Telephone: 212/826-8800

Thank you and best wishes for a successful engagement.

Bill Aucoin / Manager of BILLY IDOL

-- : tana- 2.2.2

AUCOIN MANAGEMENT, INC. ("A.M.I.") F.S.O. BILLY IDOL

AND Steve Ma Chillan (Hereafter "Purchaser").

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VALIDITY OF CONTRACT

This contract is made between Store M (lellar (hereafter referred to as " Purchaser " and Aucoin Management, Inc., for and hereafter referred to as "A.M.I." or Aucoin Management, Inc., for and on behalf of BILLY IDOL

This contract shall not be binding upon A.M.I. or BILLY IDOL until both this rider and attached contract are executed by Bill Aucoin or Ric Aliberte for A.M.I. or BILLY IDOL. No variation of any kind is valid unless agreed to in writing by Bill Aucoin, A.M.I.. No other party is authorized to vary this agreement with particular reference (but without limitation) to fee, percentage calculation, supporting act, etc. Where any conflict or interpretation may exist between this rider and the attached contract, in all cases this rider shall prevail.

I. PAYMENT

A. Fee:

It is understood by all parties hereto that the fee paid BILLY IDOL herein consists of the following:

- 1. A predetermined minimum guarantee.
- 2. A percentage of the excess of the figure stated on page one (1) of the subject agreement.

B. Deposit:

Fifty (50%) percent of the total guaranteed price in cash or cashiers check shall be deposited with I.T.G. simultaneously with the signing of the contract.

C. Balance:

Balance of payment shall be made as follows:

The guarantee is to be paid in cash to BILLY IDOL
Aucoin Management, Inc. prior to the show on the day of
the engagement and all percentages are to be paid in cash
upon settlement of the show to the designated representative
of BILLY IDOI / Aucoin Management, Inc.

D. All payments to be made on the night of the engagement must be made by cash or certified check only. All such payments are to be made prior to Artist's performance.



October 29, 1982

Steve McClellan First Avenue 29 North 7th St. Minneapolis, MN 55403

RE: BILLY IDOL / First Avenue / October 27, 1982

Dear Steve;

Enclosed please find a fully executed contract for the above mentioned engagement. This is for your files.

Best regards,

INTERNATIONAL TALENT GROUP



THIS CONTRACT IS SUBJECT TO THE APPROVAL AND CLEARANCE OF THE DEPARTMENTS OF LABOR, IMMIGRATION, NATURALIZATION AND AFM.

OCT 25 REC'S

	made this	RECE	uu	of OCTOBER		, 19 82
between	ALICYATIS ME	MRGRENT INC.	fisio entre	y TDOL.		
		***************************************	-1010		(hereinaf	ter referred to as "ARTIST"
and	STEVE MC	TELLAN / FIRST	E AVESTUR	Contract Contract		
-	584 F 0 W 41				(hereinafter re	ferred to as "PURCHASER"
It is m	utually agreed b	etween the parties as	follows:			
The PURCHA	SER hereby enga	ges the ARTIST and th	e ARTIST hereby	agrees to perform t	he engagement	hereinafter provided, upo
all of the terr	ms and conditions	herein set forth, inclu	ding those hereo	f entitled "Additiona	l Terms and Con	ditions".
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2. Place	s) of Engagement:	WEDNESDAY,	OCTOBER 27	, 1982		with a train partition of
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2 Place	of Engagement:	PUTER ATTENDED		Local Contact:	STEE BACK STEE	LAN 6121338-8388
	or Engagement.	29 North 7th	Street	Local Contact.	STATE SUPPLIESSE	mes exelate each
Exa	act Address:	MINNEAPOETS.	Mil	Technical Contact:	TEA	
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The above signatures confirm that the parties have read and approve each and all of the "Additional Terms and Con-

ditions" set forth on the reverse side hereof.

The parties hereto acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

- 1. PURCHASER agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST, at rehearsals therefor, including a suitable theatre, hall or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in number and quality required by ARTIST and comfortable, lighted dressing rooms; all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including scenery, properties and baggage); all lights, tickets, house programs, all licenses (including musical performing rights licenses); special police, ushers, ticket sellers for advance or single sales (wherever sales take place), 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 expense in connection therewith. PUR-CHASER agrees to pay all amusement taxes. PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services and personnel to be furnished by PURCHASER and by ARTIST. PURCHASER agrees to furnish all necessary material and to promptly comply with ARTIST'S directions to arrange the stage decor and settings for the performances hereunder. In addition to those musicians, if any, to be furnished by either ARTIST or PURCHASER pursuant to any other provision hereof, PURCHASER agrees to furnish at its sole expense such musicians, including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and rehearsals therefor; ARTIST shall have the right to name the local music contractor and to approve the choice of musicians hired locally. The following Special Props and Lighting required by ARTIST shall be furnished by PURCHASER at PURCHASER'S sole expense:
- 2. ARTIST shall have the sole and 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 ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST'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 or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.
- 3. PURCHASER shall not have the right to broadcast or televise, photograph or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable to 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.
- 4. PURCHASER agrees that the ARTIST shall receive top billing in 100% type in all advertising and publicity issued by or under the control of the PURCHASER in regard to the engagement hereunder, (Unless otherwise instructed).
- 5. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST. Free admissions, if any, (except to local press) shall be subject to ARTIST'S prior written approval. In the event that payment to ARTIST shall be based in whole or in part on receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted to and approved by ARTIST in writing before tickets are ordered or placed on sale; (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance within two hours following such performance; and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office records of PURCHASER relating to gross receipts of this engagement only.
- 6. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER does not perform fully all of its obligations herein, ARTIST shall have the option to perform to perform hereunder and in either event PURCHASER shall be liable to ARTIST for damages in addition to the compensation provided herein.
- This constitutes the sole, complete and binding agreement between the parties hereto. INTERNATIONAL TALENT GROUP acts only as agent and manager for ARTIST and assumes no liability hereunder.
- 8. ARTIST shall have the sole and exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at, the performance(s) hereunder and the receipts thereof shall belong exclusively to ARTIST.
- 9. 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. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever there is any conflict between any provision of this Agreement and any such 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.
- 10. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in New York, New York in accordance with the rules and regulations then obtaining of the American Arbitration Association governing three-member panels. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

RIDER	TO CONTRACT	DATED	10/27/	82	ВУ	AND-BEIWEEN
AUCOIN	MANAGEMENT,	INC.	("A.M.I.")	F.S.O.	BILLY	IDOL
AND	Stive mcCl	ellar	/ (HERE	AFTER "PUF	CHASER"	').

VALIDITY OF CONTRACT

This contract is made between Style McChlan (hereafter referred to as " Purchase " and Aucoin Management, Inc., for and hereafter referred to as "A.M.I." or Aucoin Management, Inc., for and on behalf of BILLY IDOL

This contract shall not be binding upon A.M.I. or BILLY IDOL until both this rider and attached contract are executed by Bill Aucoin or Ric Aliberte for A.M.I. or BILLY IDOL . No variation of any kind is valid unless agreed to in writing by Bill Aucoin, A.M.I.. No other party is authorized to vary this agreement with particular reference (but without limitation) to fee, percentage calculation, supporting act, etc. Where any conflict or interpretation may exist between this rider and the attached contract, in all cases this rider shall prevail.

I. PAYMENT

A. Fee:

It is understood by all parties hereto that the fee paid herein consists of the following:

- 1. A predetermined minimum guarantee.
- 2. A percentage of the excess of the figure stated on page one (1) of the subject agreement.
- B. Deposit:

Fifty (50%) percent of the total guaranteed price in cash or cashiers check shall be deposited with I.T.G. simultaneously with the signing of the contract.

C. Balance:

Balance of payment shall be made as follows:

The guarantee is to be paid in cash to BILLY IDOL Aucoin Management, Inc. prior to the show on the day of the engagement and all percentages are to be paid in cash upon settlement of the show to the designated representative of BILLY IDOL / Aucoin Management, Inc.

D. All payments to be made on the night of the engagement must be made by cash or certified check only. All such payments are to be made prior to Artist's performance.

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Attached please find the rider covering the necessary provisions for a BILLY IDOL engagement.

The purpose of this rider is to assure the Purchaser, and the audience the best performance possible.

Any inquiries regarding any aspect of production, scheduling, security, etc., no matter how minor or insignificant, should be directed to:

WILLIAM M. AUCOIN / PRESIDENT AND MANAGER

RIC ALIBERTE / VICE PRESIDENT OF AUCOIN MANAGEMENT, INC.

ACE PENNA / TOUR MANAGER

DERICK DEGENNARO / STAGE MANAGER

Aucoin Management, Inc. 645 Madison Avenue New York, New York 10022

Telephone: 212/826-8800

Thank you and best wishes for a successful engagement.

Bill Aucoin / Manager of BILLY IDOL

A. Deadwood, Stubs:

All ticket stubs and unsold tickets (deadwood) shall be retained by Purchaser for a period of ninety (90) days from the date of performance during which time a representative of BILLY IDOL Aucoin Management, Inc., shall have the right to count and examine, and the further right to inspect the books of the Purchaser with respect to percentage payment.

B. Fraud:

Conterfeit tickets and bad checks are the sole risk and liability of the Purchaser.

C. Complimentary Tickets:

Purchaser will hold, at no charge, twenty (20) complimentary tickets of the highest price, which shall be held until used or released by the representative of Aucoin Management, Inc.

III. FACILITIES TO BE PROVIDED BY PURCHASER:

Purchaser agrees to furnish the following necessary provisions at his sole cost and expense:

A. Dressing rooms must be accessible to stage without passing through audience area. If it is necessary to pass through audience a security force must be present to escort Artist to and from stage. Dressing rooms will not be shared with other acts.

B. DRESSING ROOMS AND REFRESHMENTS

1. ARTIST DRESSING ROOM:

Purchaser agrees to supply a room for the sole purpose of Artist dressing. This room must have a minimum of two (2) electrical power outlets (20 amps each), a full length mirror, two (2) tables and eight (8) chairs.

This room must have perfect climate control and running water. Room must be private and clean, furnished with two (2) dozen clean, cloth bath size towels and six (6) bath size bars of soap.

2. ARTIST GUITAR TUNING

FUNCTIONS HAVE THE TRANS

In addition to the dressing room required above, Purchaser agrees to supply a room for the sole purpose of Artist guitar tuning.

This room must contain perfect climate control with a minimum of two (2) electrical outlets (20 amps each), and one (1) table.

Both rooms herein must be capable of being locked and the keys must be given to Artist's Stage Manager upon crews arrival (all deposits for keys must be paid by Purchaser).

Purchaser understands that both rooms (B-1 & B-2) are for the sole use of Artist. Absolutely no one else shall have access to these at any time on the day of the show.

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IV. FOOD AND BEVERAGES:

The following will be provided at no cost to the artist:

AT LOAD IN

- 1 case of Coca Cola
- 2 quarts of milk
- 2 quarts of orange juice

AFTER SOUND CHECK

- 1 case of Coca Cola
- 1 case of imported beer
- 1 cold cut platter (6 people) no store brands
- l cheese platter (6 people) with swiss cheese, mild cheddar, and munster (no slices, please)
- 1 loaf rye bread 1 loaf of whole wheat bread stoned wheat crackers .

Mayonnaise, mustard, butter (no margarine)

- l fruit bowl (apples, oranges, grapefruit, strawberries, plums, grapes)
- 1 bag of Chips Ahoy Chocolate chip cookies

Knives, forks, spoons, plates, napkins, etc.

A hot meal for the road crew of 6 people. This is not to be a hamburger feast nor should this be any kind of fast food take out type meal. The meal should include coffee and tea with the appropriate condiments.

A container of sufficient and edible ice should be provided to keep the refreshments cold, along with sufficient number of cups for consumption.

DRESSING ROOM ONE (1) HOUR BEFORE SHOWTIME

1 quart of Stolichnya vodka

2 quarts of freshly squeezed orange juice

1 bottle white wine (no cheap wine, please)

l case of imported beer

l gallon of spring water

1 case of coca cola

Hot water - tea bags, lemon, lime, honey, sugar

THESE REFRESHEMENTS SHOULD BE PUT INTO A DRESSING ROOM WHICH CAN BE LOCKED.

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V. FORCE MAJEURE

- A. If any member of THE BILLY IDOL BAND shall become ill or incapacitated, BILLY IDOL shall not be required to perform the engagement, in which instance any monies (deposit) paid by the Purchaser shall be returned forthwith and neither party to this agreement nor RILLY IDOL shall be under any obligation to each other for any further performance.
- B. Performance Reproduction: No part, portion or segment of the BILLY IDOL performance is to be reproduced, either audio or visually, without the express written permission of A.M.I. No one not specifically authorized in writing by A.M.I. shall be permitted by the Purchaser to enter the place of engagement with any sound or film recording device or mechanism.
- C. Damages: In the event of Purchaser, his representative, servants, contractors, audience, etc. reproduction or causing to be reproduced BILLY IDOL performance in the form of film, tape, or any other means of audio or visual reproduction, the Purchaser shall pay BILLY IDOL the sum of One Million (\$1,000,000.00) Dollars as liquidated damages in addition to all other legal remedies to which BILLY IDOL may have recourse.

VI. HOLD HARMLESS AGREEMENT:

Liability Coverage: Purchaser shall indemnify

BILLY IDOL, and A.M.I. and save it
harmless from all claims and judgments for injury or
death to persons or property damage (including costs of
litigation and attorney's fees) made or obtained
against BILLY IDOL and / or A.M.I. by third persons
including BILLY IDOL, A.M.I. and the Purchaser,
employees and agents, based on injuries to person
or property, in any manner caused by incident to,
connected with, resulting or arising from, the
performance of this contract regardless of whether
such claims, on the part of BILLY IDOL and /
or A.M.I., or its employees, but Purchaser, will
not be responsible for loss, damage or injury, including
death, caused by the sole negligence of BILLY IDOL
and / or A.M.I., or its employees, excepting, however,
injurt to or death of employees of the Purchaser from
any cause whatsoever.

Purchaser shall provide prompt notice to BILLY IDOL and A.M.I. of any such claims. BILLY IDOL and A.M.I. shall have the right to defend said claim. (s) with the counsel of their choice at the Purchaser's expense. Purchaser shall not settle any claims without prior written consent of BULLY IDOL and A.M.I.

VII. INSURANCE

Purchaser shall cause to be insured for liability and property damage to the building premises and all equipment provided by Aucoin Management, Inc. and/or BILLY IDOL and its licensors in the amount so required by the "Hall of Grounds" contract or not less than the following, whichever is higher:

1) Concert Spectator Liability (a) Bodily Injury & Property Damage: \$1,000,000.00 Combined Single Limit

- (b) Broad Form Property Damage: \$25,000
- (c) Personal Injury Liability including coverages
 A.B. & C. NO PARTICIPATION:
 \$1,000,000
 - 2) All Risk Insurance including Theft on BHLY IDOL's instruments, equipment and costumes:
 \$80,000.00

and shall take steps to protect and preserve all hardware and software provided by Aucoin Management, Inc. and/or and its licensors for the engagement. Where such hardware and software is left overnight, purchaser. shall indemnify Aucoin Management, Inc. and/or BHLY IDOL and its licensors against any loss or damage to said equipment during such period of time. In connection with the foregoing, Purchaser shall see to it that all BILLY IDDL - equipment, tractor trailers and other vehicles are under armed guard at all times while the equipment and vehicles are at the place of engagement Aucoin Management, Inc. and/or RULY IDOL shall be named as additional named insureds and shall have the right to review such policy and if either Aucoin Manageme Inc. and/or BULY IDOL find that the policy does not meet the above minimums or does not contain the required coverages or the premium charged is excessive, then . Aucoin Management, Inc. and/or BILLY IDOL may replace : said policy or policies and charge the full premium against "unauthorized expenses" of the Purchaser as he is so named on the "contract blank" attached to the front page of this "Rider".

Immediately upon execution of this contract, Purchaser shall furnish to Aucoin Management, Inc./
BILLY INCL... 645 Madison Avenue, New York, New York, 10022, and Howard Glickman, World-Wide Services Agence Inc., 345 Leader Building, Cleveland, OH 44114 one (1) copy of each and every binder and/or insurance policy or policies issued in accordance with the requirements set forth in this contract.

VIII. PURCHASER'S REPRESENTATIVE:

- A. Purchaser agrees to furnish his personal representative, capable of making any decisions (pertaining to the .

 BILLY IDOL engagement) from the time of arrival of the production equipment through the time of its departure.
- B. Purchaser's Representative shall provide both the

 BILLY IDOL management office and their Road Manager

 with twenty four (24) hour telephone numbers (business
 and residence), fourteen (14) days prior to any and all
 concerts.

IX. COMPLIMENTARY TICKETS:

Purchaser will hold, at no charge, twenty (20) complimentary tickets of the highest price, which shall be held until used or released by the representative of Aucoin Management, Inc.

Furchaser's Initials

X: -PUBLICITY

Purchaser agrees to use only those publicity (i.e., bios, photos, press kits, etc.) materials supplied by BHLLY IDOL through its authorized representatives, Mr. William M. Aucoin, President of Aucoin Management, Inc., 645 Madison Avenue, New York, New York, 10022, and, Ms. Toby Lubov, of Chrysalis Records, Inc., 9255 Sunset Boulevard, Los Angeles, California, 90069, for the purpose of publicizing the performance to which the purchaser has agreed. No other publicity materials shall be used for the purpose of promoting said performance without the express written consent of BTILY ITOL or its authorized representatives, Mr. William M. Aucoin, Aucoin Management, Inc., 645 Madison Avenue, New York, New York, 10022, #212/826-8800, or Ms. Toby Lubov, Chrysalis Records, Inc., 9255 Sunset Boulevard, Los Angeles, California, 90069, #213/550-0171. No photographers shall be allowed to photograph the BILLY IDOL performance without express prior approval of BILLY IDOL or its authorized representatives as aforementioned.

XI.

- A. Artist is to receive 100% star headline billing on any and all advertising, and will close the show.
- B. Any change of Artist's billing or position on show must be approved by ITG prior to day of performance.

XII.

A. Purchaser agrees that he will not commit Artist to any personal appearances, interviews, or to any other type of promotion without prior consent of Artist.

BILLY IDOL CONTRACT RIDER

PART II TECHNICAL PROVISIONS ARENA AND THEATRES / NIGHTCLUBS

ARENA AND THEATRES

I. STAGE:

A.

Purchaser shall provide a level of stage with a minimum clear area of twenty (20) feet in depth, thirty two (32) feet in width, and twenty (20) 15 TS feet overhead clearance.

B.

Artist's equipment shall not be moved or repositioned at any time between sound check and showtime nor shall said equipment be used by any other band without express permission of stage manager.

II. DRUM RISER:

A. BILLY IDOL

will provide his own drum riser.

В.

This riser (IIA) must be used as it is an integral part of the BILLY IDOL performance. If BILLY IDOL is prohibited from using the rider, he will not be required to perform and Purchaser will forfeit full purchase price as stated on Page one of the subject agreement.

III. STAGEHANDS:

A.

Purchaser agrees to furnish a local crew of stagehands, truck loaders, electricians, and forklift operators (if deemed necessary for a smooth and successful operation on show day) for the load-in, set-up, strike, and load-out. The crew's arrival schedules are as follows:

В.

DAY OF SHOW

ROAD CREW

LOCAL CREW

3:00 PM

2 Technicians

2 Truck loaders

4 working stagehands

l house electrician

1 forklift operator

^{*}ALL LOCAL CREW TO BE SCHEDULED AT THE DESCRETION OF STAGE MANAGER AND/OR ROAD MANAGER.

A. Purchaser shall provide, within fifty (50') feet of the stage, Two (2) separate and isolated A/C power disconnets, One (1) supply for sound, One hundred (100 A) amps a leg single phase, and one (1) supply two hundred (200 A) amps a leg single phase for lights.

B. POWER REQUIREMENTS FOR STAGE AMPLIFIERS:

Purchaser shall provide four (4) separate 120 volt twenty (20) amp. circuits on stage, isolated from P.A. and lighting power.

V. SET-UP TIME / SOUND CHECK:

- A. Artist requires a minimum of three (3) hours for set-up and sound check.
- 3. Artist reserves the right to a private sound and light check before each performance.
- C. The public is not to be admitted to the place of engagement until Artist has completed Artist's sound check.

VI. SOUND FACILITIES:

A. Main System:

Purchaser shall provide at no cost to BILLY IDOL high quality low distortion stereo sound system (capable of covering, with good sound quality, every seat in the house). The mixing console shall have no less than twenty four (24) identical balanced low impedence microphone input channels. Each input channel shall have mic attenuator, gain trim, phase reverse, 4 band equalization (each band shall have no less than four (4) switch selectable turnover paints). And at least two (2) separate effects sends. The console shall have four (4) stereo sub masters. The sub masters shall be addressable from each of the twenty four (24) microphone inputs. The console mixing system shall include a patchable stereo compressor/ limiter inserted into the stereo vocal submaster and a mono compressor limiter inserted in the bass guitar direct input channel. Main system equalization shall be two (2) 1/3 octave 27 band graphic equalizers. Main systems shall be able to accept no less than three(3) line level (+4dbm) inputs. Microphone compliment shall include but not be limited to:

- 3 Sienheiser 421 microphones
- 1 AKG D 12E Microphone
- 4 Shure SM-58 Microphones
- 5 Shure SM-57 with wind screens Microphones
- 3 AKG 451 Condenser with cardiod capsules
- 4 Direct Boxes

All stands except one (1) should be Atlas Boom. AKG Boom or comparable line in excellent working condition. The one exception should be straight with base weight (no legs).

E. Monitors:

BILLY IDOL require an onstage monitor system as follows:

 Chstage monitor mixer (capable of six (6) separate mixes). With 1/3 octove 27 band equalization.

- 2. Sixteen (16) inputs.
- Full bass and trethe control—and-padding on each input.
- 4. Two (2) side fill cross stage monitor systems capable of 118db wide band A wieghted six (6) feet from the cross stage system, on axis.
- 5. Five (5) floor monitors. One (1) full range drum fill stack (minimum 2 / 3 way system) of which is to be used on drums (capable of 125db).
- 6. Each monitor must be capable of 115 db a weighted at 6 feet.

C.

In all instances the Artist's Sound Engineer shall have absolute control over sound reproduction and reserves the right to operate sound system without interference. Artist also reserves the right to use where he deems necessary their own equipment (such as effects, microphones, stands, etc.). Also artist's sound engineer shall be alocated one (1) hour of pink noise spectrum analysis of the venue environment at 110 db a weighted. 1/3 octave spectrum analyzer and pink noise callibrator - 1 callibrated microphone will be provided at no cost to the Artist.

D. MIXER NOTES:

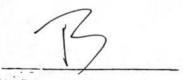
Artist sound is well defined, tight and loud. Stage levels may reach 115 db a weighted. Sound systems shall be capable of at least 5 db headroom.

VII. LIGHTING:

- A. Purchaser shall provide at no cost to BILLY INOL a stage lighting system as follows:
 - 1. Eighty (80) 1-K Par 64 fixtures and accompanying dimmer circuits.
 - 2. A minimum of four (4) color washers.
 - 3. Headset Clearcom or Terre Hanley system from cue master to house lights and followspots.
 - 4. In all instances Artist's lighting designer shall have absolute control over the lighting console and reserves the right to operate console without interference.
- B. Purchaser shall supply a minimum of four (4) Super Trooper or Gladiator followspots under one hundred (100%) percent control of BILLY IDOU'S one master during their segment of the show.
- C. There should never be a sitiation where the house lights are turned on or off unless the Purchaser has the express permission of the Artist's road manager.

WIII. SECURITY:

Purchaser shall supply one (1) security guard to be stationed at the doorway to the dressing room (facilities to be provided by the Purchaser Part I, III B 1. Artist dressing room) from load-in of BILLY IDOL gear to load-out, and one (1) at tune-up room for same period of time.



IX. BACKSTAGE PASSES

Purchaser shall provide backstage passes to be stamped with date of engagement. BILLY IDOL 's road manager will have full control of all backstage passes for BILLY IDOL .

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WE LOOK FORWARD TO A PLEASANT SHOW, AND WOULD LIKE TO ____
TAKE THIS OPPORTUNITY TO SUMMARIZE A FEW POINTS IN THE
RIDER:

1. STAGEHANDS PRESENT ONE HALF (1/2) HOUR BEFORE STAGE CALL.

- 2. HOUSE SOUNDMAN PRESENT AT STAGE CALL TIME.
- HOUSE ELECTRICIAN PRESENT AT STAGE CALL TIME.
- 4. BACKSTAGE PASSES SHOULD BE AVAILABLE TO ROAD MANAGER AT SOUND CHECK.
- 5. REFRESHMENTS FOR CREW SHOULD BE AVAILABLE AT LOAD IN.
 HOT MEAL FOR CREW SHOULD BE AVAILABLE AFTER SOUND CHECK.
- FRUIT BOWL, COLD CUT PLATTER, CHEESE AND CRACKER PLATTER SHOULD AVAILABLE TO THE BAND AFTER SOUND CHECK.
 REFRESHMENTS FOR THE BAND SHOULD BE AVAILABLE ONE (1)
 HOUR BFFORE SHOW TIME.
- 7. ONE DOZEN TOWELS SHOULD BE PLACED IN DRESSING ROOM ONE (1) HOUR BEFORE SHOW TIME.
- 8. THE DRESSING ROOM SHOULD BE CLEANED ONE (1) HOUR BEFORE SOUND CHECK.

arrangements for the BILLY IDOL equipment vehicles; which include one (1) forty foot (40') bus, two (2) automobiles, one (1) twenty four (24') foot truck, overall length thirty five (35') feet and maximum height of twelve (12') feet.

XIII. ENGAGEMENT IN NIGHTCLUB SITUATION:

- A. House lighting must be approved by Artists' Lighting Designer or designated representative of BILLY IDOL / Aucoin Management, Inc. prior to date of engagement. There is to be a follow spot operator one (1) hour prior to show time.
- B. In all instances artists' Lighting Designer shall have absolute control over stage lighting and reserves the right to operate lighting console and spotlight cue system without interference.
- C. House sound system must be approved by artists' Sound Engineer prior to date of engagement and satisfactorally meet requirements of Section VI-A: Main System House Sound Engineer will be on call from time of crews arrival through BHLLY INCL. last show of engagement.
- D. House Electrician will be on call from time of crews arrival through BILLY IDOL last show of engagement.
- E. In all instances Artists' Sound Engineer shall have absolute control over main sound system and console and reserves the right to operate the sound console without interference.
- F. Power requirements for sound and lights must be satisfactorally met for smaller systems. Stage power will remain the same for the BILLY INCL equipment, three (3) twenty (20) amp quad boxes (4 plug boxes) separate from stage lighting service.
- G. STAGING: The stage must be level and well supported, with no give or bounce. It must be a minimum of () feet wide, fifteen (15) feet deep and two (2) feet high. The dimensions are not to include the sound system or band equipment belonging to another band.
- E. Purchaser shall provide three (3) stagehands to be available from time of load-in through set-up, strike, and load-out.
- I. BACKSTAGE PASSES: Purchaser shall provide backstage passes to be stamped with date of engagement. BILLY IDOL Road Manager will have full control of all backstage passes for BILLY IDOL .
- J. ALEQUATE TIME SHALL BE ALLOWED FOR A SOUND CHECK WHICH IS COMPLETED TO THE SATISFACTION OF ARTIST AND TECHNICAL CREW. AUDIENCE SHALL NOT BE ADMITTED UNTIL SOUND CHECK IS COMPLETED AND BAND MEMBERS HAVE LEFT THE STAGE.

100 200 SEF 15 TOTTAL

PURCHASER: If this engagement provides for a percentage payment to BILLY IDOL you will be required to verify all expenses on the engagement date or you will not be permitted to deduct same from any such percentage payment.

PURCHASER: A sound check for BILLY IDOL pursuant to the terms herein is vital. In the event appropriate sound check is not had, BILLY IDOL reserves the right to cancel the engagement at any time without liability and Purchaser shall be liable for full purchase price of this agreement.



THIS CONTRACT IS SUBJECT TO THE APPROVAL AND CLEARANCE OF THE DEPARTMENTS OF LABOR, IMMIGRATION, NATURALIZATION AND AFM.

WIT	Agreement r	nade this	L5th	day of OCTOBER		, 19 82
Ω	between	AUCOIN MA	ANAGEMENT INC. f/	s/o BILLY IDOL	(hi	eferred to as "ARTIST")
Ŋ					(nereinatter r	eterred to as "AKIISI")
A.	and	STEVE MO	TELLAN / FIRST A	VENUE	(hereinafter referre	ed to as "PURCHASER").
IS			etween the parties as follo	and the same of th		
					the bear	lander assulded tone
PERFORMANCE SEMENT, INC.	all of the terr	ns and conditions	herein set forth, including	RTIST hereby agrees to perform to those hereof entitled "Additional	al Terms and Condition	ons".
E H						
Ş E	1. Date(s) of Engagement:	WEDNESDAY , OC	TOBER 27, 1982		
自	-					
	-					
MANAGEMENT,	A Disease	- f F		Local Contact: CD	WAR MORE TAN	(10) 220 0200
MA	Z. Place o	of Engagement:	FIRST AVENUE		EVE MCCLELLAN	612) 338-8388
	Exa	ct Address:	29 North 7th St	MN Technical Contact:	шол	
		ci / idai coo.	MINNEAPOLIS,	MN recimical contact.	IDA	11.7
AUCOIN	3. Hours	of Engagement:	ONE FORTY-FIVE	(45)MINUTE SET PLUS I	ENCORE AT APPE	XX. 10 PM
			Onta a Otta a a var	12912		
P. P.	4. Rehea	rsal(s): SOUN	ND CHECK PERTOUR	MANAGER BETWEEN 3-6 I	M	
CONSENT		825				
SE				ED PLUS AN AMOUNT EQU		70% OF THE GRO
i p	BOX C	OFFICE RECE	IPTS (less taxes)	IN EXCESS OF \$6600.0)0	
3 3	• • •					
ABSOLUTELY NO VIDEN TAPING EXPRESS WRITTER CONSENT OF	510.00	ten management CNA		ney order, bank draft or cash as		
H	(a)	\$ 1450.		aid by PURCHASER to and in the RECETVED 10/14/82	name of ARTIST'S a	gent, INTERNATIONAL
WRITTEN		TALENT GROOT	, not later than,	CCEIVED 10/14/82	- District.	
SS	(b)	\$ 1550.	shall be po	aid by PURCHASER to ARTIST not	later than PRIOR	TO PERFORMANCE
3 12			ENGAGEMENT	IN CASH ONLY		
EXPRESS			The state of the s			
	(c)	Additional payme	ents, if any, shall be paid	by PURCHASER to ARTIST not lo	ater than IMMEDIA	ATELY FOLLOWING
• 7 T		PERFORMANC	E EVENING OF ENG	SAGEMENT	Viene and the second	
1						
	PURCHASER	shall first apply o	any and all receipts derive	d from the engagement herein to	the payments requi	red hereunder:
		All payments sho	all be made in full withou	at any deductions whatsoever.		
	6. Scale	of Admission: (ca	epacity) 1200	(ticket price) \$6 £\$7	(gross potential)	7200./8400.
	o. ocure	n Admission. 100	1200	(ticket price) \$6 &\$7	(gross potential)	7200.78400.
		Return all signed	conies to accent.	AUCOIN MANAGEMENT	TNC f/c/o B	TTTV TIOT (APTIST)
		and the William and the Control of the Control	TALENT GROUP	AUCOIN PANAGRATAT	INC. I/S/O D.	THE TIME (AKTIST)
אידידע)		지하는 학교에 가는 학생들이 가를 잃었다.	TTH MADE PART OF	Ву		
	CONTRAC					
			0% SOLE HEADLINE	STEVE MCCLELLAN/	FTRST AVENUE	(PURCHASER)
			ING. ARTIST TO C	11 4 . /	- INM	non
THE S	SHOW			BX	- NA	da
SUPP	ORT TO B	E ADVISED &	SUBJECT TO ARTIS	ST'S	1100	000
APPR	OVAL.			Address: 29 North	7th Street	
PURC	HASER IS	TO PROVIDE	SOUND & LIGHTS			
		EET ARTIST'		MINNEAPO	LIS, MN	55403
PURC	HASER MU	ST DO "WHIT	E WEDDING" PROMO		0000	
				Phone: 612) 338-	8388	

The above signatures confirm that the parties have read and approve each and all of the "Additional Terms and Conditions" set forth on the reverse side hereof.

- 1. PURCHASER agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST, at rehearsals therefor, including a suitable theatre, hair or auditorium, well-heated, lighted, clean and in good order, stage curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in number and quality required by ARTIST and comfortable, lighted dressing rooms; all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including scenery, properties and baggage); all lights, tickets, house programs, all licenses (including musical performing rights licenses); special police, ushers, ticket sellers for advance or single sales (wherever sales take place), 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 expense in connection therewith. PUR-CHASER agrees to pay all amusement taxes. PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services and personnel to be furnished by PURCHASER and by ARTIST. PURCHASER agrees to furnish all necessary material and to promptly comply with ARTIST'S directions to arrange the stage decor and settings for the performances hereunder. In addition to those musicians, if any, to be furnished by either ARTIST or PURCHASER pursuant to any other provision hereof, PURCHASER agrees to furnish at its sole expense such musicians, including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and rehearsals therefor; ARTIST shall have the right to name the local music contractor and to approve the choice of musicians hired locally. The following Special Props and Lighting required by ARTIST shall be furnished by PURCHASER at PURCHASER'S sole expense:
- 2. ARTIST shall have the sole and 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 ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST'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 or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.
- 3. PURCHASER shall not have the right to broadcast or televise, photograph or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable to 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.
- 4. PURCHASER agrees that the ARTIST shall receive top billing in 100% type in all advertising and publicity issued by or under the control of the PURCHASER in regard to the engagement hereunder, (Unless otherwise instructed).
- 5. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST. Free admissions, if any, (except to local press) shall be subject to ARTIST'S prior written approval. In the event that payment to ARTIST shall be based in whole or in part on receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted to and approved by ARTIST in writing before tickets are ordered or placed on sale; (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance within two hours following such performance; and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office records of PURCHASER relating to gross receipts of this engagement only.
- 6. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER does not perform fully all of its obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to ARTIST for damages in addition to the compensation provided herein.
- 7. This constitutes the sole, complete and binding agreement between the parties hereto. INTERNATIONAL TALENT GROUP acts only as agent and manager for ARTIST and assumes no liability hereunder.
- 8. ARTIST shall have the sale and exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at, the performance(s) hereunder and the receipts thereof shall belong exclusively to ARTIST.
- 9. 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. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever there is any conflict between any provision of this Agreement and any such 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.
- 10. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in New York, New York in accordance with the rules and regulations then obtaining of the American Arbitration Association governing three-member panels. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.