



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

Copyright Notice:

This material may be protected by copyright law (U.S. Code, Title 17). Researchers are liable for any infringement. For more information, visit www.mnhs.org/copyright.



December 16, 1982

Mr. Steve McClellan
First Avenue
PO Box 3191
Traffic Station
Minneapolis, Mn. 55402

Dear Steve:

Enclosed please find a check in the amount of \$250.00 made payable to First Avenue. This check represents the return of your deposit for the cancelled Monochrome Set engagement, originally scheduled for December 16th in Minneapolis, Mn.

Please mark your records accordingly.

Sincerely,

Sherry Bogen
SHERRY BOGEN

SB

Enc.



November 22, 1982

Steve McClellan
First Avenue
PO Box 3191
Traffic Station
Minneapolis, Minnesota 55402

Dear Steve:

Subject to signature and approval of Artist, enclosed please find contract covering the appearance of The Monochrome Set in First Avenue, Minneapolis, Minnesota on December 16, 1982.

Please sign all copies where indicated and return to me by December 6, 1982 for counter signature by the Artist. Please also note that your deposit in the amount of \$250.00 is due to Magna Artists Corp. no later than December 6, 1982. A fully executed copy of the contract will be sent to you upon completion.

Publicity material is enclosed.

Regards;

A handwritten signature in dark ink, appearing to be 'Bill Hahn', written in a cursive, flowing style.

Bill Hahn

BH/cf

enc.

Things to do today

monochrome set

Dec. 116 - \$250.00

Chemical Bank

640 Madison

N.Y. N.Y. 10022

Magna Artists Client

Trust Acct.

#116 - 019 - 638

Steve Brown

212 - 922 - 5215

madd 6/82
12/1537

enter
entered
file

Call



Quik
PRINT PRINTING

338-2988
317 Second Ave. S.
Mpls., MN 55401

Free Pick Up
And Delivery

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



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

AGREEMENT made this 22 day of November, 1982,
between The Monochrome Set (hereinafter referred
to as "PRODUCER") and ~~XXXXXXXXXX~~ First Avenue by Steve McClellan
(hereinafter referred to as "PURCHASER").

It is mutually agreed between the parties as follows:

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

1. PRODUCER agrees to furnish PURCHASER the following elements:

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

Purchaser to provide sound & lights at no cost to producer.

200 seats, tickets \$2.00 GP \$400.00

for presentation thereof by PURCHASER:

(a) at Seventh St. Entry at First Avenue;
(Place of Engagement)

(b) on December 16, 1982;
(Days of the Week)

(c) for Two sets ~~shows~~ per day, to commence at 11:00PM & 12:00 PM
then current time at the place of engagement.

2. FULL PRICE AGREED UPON: \$500.00 Flat Guarantee

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

(a) \$ 250.00 shall be paid by PURCHASER to and in the name of PRODUCER's

agent, MAGNA ARTISTS CORPORATION, not later than December 6, 1982 with contracts

(b) The balance shall be made by PURCHASER to PRODUCER not later than night of ~~XXXXXXXXXXXX~~,
engagement, in cash, prior to performance.

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

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

ALL COPIES OF CONTRACT MUST BE SIGNED ON REVERSE SIDE

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

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

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

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

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

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

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

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

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

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

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

PURCHASER

PRODUCER

First Avenue by Steve McClellan
c/o First Avenue
PO Box 3191 - Traffic Station
Minneapolis, Minnesota 55403
612-338-8388

Monochrome Set by Lee Eisenberg
c/o Magna Artist Corp
595 Madison Ave.
New York, NY 10022
212-752-0363

MAGNA ARTISTS CORP.

RIDER TO CONTRACT/AGREEMENT DATED 11/22/82
BY AND BETWEEN THE First Avenue by Steve McClellan
(HEREINAFTER REFERRED TO AS "MANAGEMENT" AND THE MONOCHROME
SET (HEREINAFTER REFERRED TO AS "ARTIST").

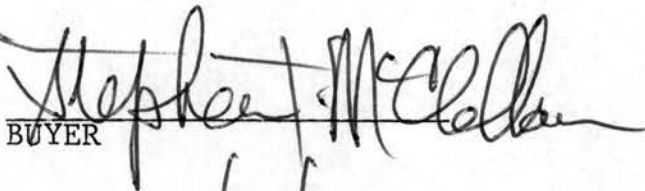
1. The following provisions shall be deemed incorporated in part of the Agreement to which this rider is annexed.
2. The Monochrome Set shall receive 100% (one hundred percent) top billing in all manner and forms of advertising connected with this engagement unless by prior agreement.
3. Absolutely no video or recording without express written consent by Artist or Artists duly authorized representative.
4. Stage requirements and security:
The Management shall furnish and provide at his sole cost and expense:-
 - a. A stage area at least ¹⁵30' (thirty feet) wide and ⁷15' (fifteen feet) and a minimum of ¹²2' (two feet) high with room to take P.A. on either side of the following dimensions, 8' (eight feet) wide by 5' (five feet) deep at the same height as the stage for the exclusive use of the Artist.
 - b. A three phase power supply of 60 amps in the immediate proximity of the stage, properly regulated and insulated.
 - c. One lockable dressing room and/or continuous security keys to be in possession of band for evening. This room should be equipped with hot and cold running water, mirror, table, seats and towels.
 - d. A stage crew of ^{Two}four (if more than one flight of stairs-crew of six) to be available at load-in time and to remain available until dismissed by the sound engineer and again after the performance to move gear out of the building.
 - e. It is imperative that the Management furnish and provide at his sole cost and expense an electrician familiar with installation to be present at the 'get in' and shall remain until released by the sound engineer.
4. In the event of the fee being subject to percentage the following three sub-clauses apply:-
 - a. It is agreed that monies due to Artist representing Artist's share of percentage shall be payable to Artist in cash upon completion of engagement.

MAGNA ARTISTS CORP.

- b. The Management agrees that the Artist shall have the right to have its designated representative present in the Box Office at all times during the night of the engagement.
- c. The Management agrees to furnish the Artist or their designated representative with a written Box Office statement showing the total gross receipts certified as true and correct and all supporting records relating to the sale of tickets for the engagement(s) hereunder contracted. If these figures are not completed on the night of the engagement they will be sent to Magna Artists Corp., 595 Madison Avenue, New York, N.Y. 10022 within seven days.
5. Upon the crews arrival the Management shall provide, free of charge a selection of light refreshments to include:- a cold buffet 2 hours after get in consisting of cheese, salads, meats (not spam), French bread, white and brown bread and butter, sticky buns, 1 case lager, 1 case soft drinks (cokes, lemonades etc.) & 2 litres orange juice. The Artist requires the above refreshments plus:- ~~2 bottles good quality white wine (Liebfraumlch or Blue Nun) and one bottle Remy Martin.~~
6. Any questions or inquiries should be directed to Bruce or Lee Eisenberg, Magna Artists Corp., 595 Madison Avenue N.Y., N.Y. (212)752-0363.

ACCEPTED & AGREED:

ACCEPTED & AGREED:


BUYER

ARTIST

DATE:

12/6/82

SEPTEMBER 1982