



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.



AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")

CONTRACT BLANK

THIS CONTRACT for the personal services of musicians on the engagement described below, made this 3rd day of February 19 83, between the undersigned Purchaser of Music (herein called "Employer") and THE REDS musicians.*
(including leader)

The musicians are engaged severally on the terms and conditions on the face hereof. The leader represents that the musicians already designated have agreed to be bound by said terms and conditions. Each musician yet to be chosen, upon acceptance, shall be bound by said terms and conditions. Each musician may enforce this agreement. The musicians severally agree to render services under the undersigned leader.

- Name and Address of Place of Engagement The Entry, 701 First Ave. N., Minneapolis, Minn. 55403
Print Name of Band or Group THE REDS
- Date(s), starting and finishing time of engagement March 31, 1983
- Type of Engagement (specify whether dance, stage show, banquet, etc.) ONE ~~15~~ MINUTE SHOW
APPROXIMATELY 11:30 PM 7-12:30
- WAGE AGREED UPON \$ 400.00 PLUS SOUND-LIGHTS-FOOD
(Terms and Amount)

This wage includes expenses agreed to be reimbursed by the employer in accordance with the attached schedule, or a schedule to be furnished the Employer on or before the date of engagement.

- Employer will make payments as follows: IN CASH DIRECTLY AFTER SHOW
(Specify when payments are to be made)

Upon request by the Federation or the local in whose jurisdiction the musicians shall perform hereunder, Employer either shall make advance payment hereunder or shall post an appropriate bond.

If the engagement is subject to contribution to the A.F.M. & E.P.W. Pension Welfare Fund, the leader will collect same from the Employer and pay it to the Fund; and the Employer and leader agree to be bound by the Trust Indenture dated October 2, 1959, as amended, relating to services rendered hereunder in the U. S., and by the Agreement and Declaration of Trust dated April 9, 1962, as amended, relating to services rendered hereunder in Canada.

6. The Employer shall at all times have complete supervision, direction and control over the services of musicians on this engagement and expressly reserves the right to control the manner, means and details of the performance of services by the musicians including the leader as well as the ends to be accomplished. If any musicians have not been chosen upon the signing of this contract, the leader shall, as agent for the Employer and under his instructions, hire such persons and any replacements as are required.

7. In accordance with the Constitution, By-laws, Rules and Regulations of the Federation, the parties will submit every claim, dispute, controversy or difference involving the musical services arising out of or connected with this contract and the engagement covered thereby for determination by the International Executive Board of the Federation or a similar board of an appropriate local thereof and such determination shall be conclusive, final and binding upon the parties.

Additional Terms and Conditions

The leader shall, as agent of the Employer, enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. On behalf of the Employer the leader will distribute the amount received from the Employer to the musicians, including himself as indicated on the opposite side of this contract, or in place thereof on separate memorandum supplied to the Employer at or before the commencement of the employment hereunder and take and turn over to the Employer receipts therefor from each musician, including himself. The amount paid to the leader includes the cost of transportation, which will be reported by the leader to the Employer.

All employees covered by this agreement must be members in good standing of the Federation. However, if the employment provided for hereunder is subject to the Labor-Management Relations Act, 1947, all employees who are members of the Federation when their employment commences hereunder shall be continued in such employment only so long as they continue such membership in good standing. All other employees covered by this agreement, on or before the thirtieth day following the commencement of their employment, or the effective date of this agreement, whichever is later, shall become and continue to be members in good standing of the Federation. The provisions of this paragraph shall not become effective unless and until permitted by applicable law.

To the extent permitted by applicable law, nothing in this contract shall ever be construed so as to interfere with any duty owing by any musician performing hereunder to the Federation pursuant to its Constitution, By-laws, Rules, Regulations and Orders.

(Continued on reverse side)

The Entry
Print Employer's Name
X by Chrissie Dunlap
Signature of Employer
701 First Avenue North
Address
Minneapolis, Minn. 55403
City State Zip Code
612-338-8388
Telephone

Rick Shaffer
Print Leader's Name
X By Theresa Levy T. Levy
Signature of Leader
c/o Basic Mgmt., 185 West Houston St.
Address
New York, N.Y. 10014
City State Zip Code
212-675-4816

2

To the extent permitted by applicable law, all of the Constitution, By-laws, Rules and Regulations of the Federation and of any local thereof applicable to this engagement (not in conflict with those of the Federation) will be adhered to and the parties acknowledge that they are and each has the obligation to be, fully acquainted therewith.

[illegible]

THIS RIDER IS HEREWITH ATTACHED TO AND MADE PART OF THE CONTRACT
DATED FEB. 3, 1983 BY AND BETWEEN THE REDS (HEREIN REFERRED TO
AS "ARTIST"), AND THE ENTRY, 701 FIRST AVE. NORTH, MINNEAPOLIS, MINN.
(HEREIN REFERRED TO AS "PURCHASER").

All terms and provisions hereinafter and hereinbefore set forth are
part of one and the same contract. ARTIST agrees to furnish and
PURCHASER agrees to accept for the engagement hereunder, an enter-
tainment unit including the services of the ARTIST upon all follow-
ing terms and conditions:

- 1] ARTIST'S fee must be paid in CASH ONLY. Payment by check must be
authorized in advance. Checks must be made payable to: THERESA LEVY.
- 2] Guaranteed payment shall be made PRIOR to commencement of
performance.

All percentage payments provided for herein shall be paid BEFORE
intermission. PURCHASER'S failure to furnish such payment on time
shall excuse ARTIST from further performance hereunder, but any
such nonperformance shall not relieve PURCHASER from any of
PURCHASER'S obligations hereunder.

3] BOX OFFICE PROCEDURES:

[A] PURCHASER agrees to give ARTIST, or ARTIST'S representative,
the right to enter the box office at any time [before, during &
after the performance] to examine and make extracts from the box
office records of PURCHASER relating to the gross receipts and
expenses of the engagement. A written box office statement,
certified and signed by the PURCHASER will be furnished to ARTIST
prior to intermission.

[B] The face of the contract must show the specific capacity of
the venue and the gross potential in dollars and ticket prices.
No state or local taxes shall be deducted from the gross unless
the rate of tax and description of same is shown on the face of
the contract. No state or local income taxes may be assessed
against the ARTIST'S wage for this engagement, unless PURCHASER
has notified ARTIST of such taxes.

[C] PURCHASER shall be liable for all lost, stolen or counterfeit
tickets, and under no circumstances will ARTIST'S wage reflect any
loss of these tickets. PURCHASER further warrants that any and
all overage payments will be based on the actual number of persons
attending the event, less approved complimentary ticket holders
as outlined below, authorized guests and working personnel.

- 4] COMPLIMENTARY TICKETS: PURCHASER shall limit all complimentary
tickets to one percent [1%] of total manifest. This includes the
number of complimentary tickets listed below.

PURCHASER shall provide 20 complimentary tickets for use by ARTIST. These tickets shall be given to ARTIST'S Manager or Road Manager upon her/his arrival at the place of performance.

- 5] PASSES: Upon arrival of ARTIST'S crew at the place of performance, PURCHASER shall present to the Production Manager or Road Manager at least fifteen [15] passes with UNLIMITED ACCESS to all areas of the venue. An additional ten [10] passes will be backstage passes and will allow the holders to enter the backstage area ONLY. Persons holding backstage passes WILL NOT BE PERMITTED ON STAGE.

Persons designated by the Personal Manager or Road Manager ONLY are permitted on stage during the performance. No unauthorized persons, including spectators, are allowed on the stage and/or the stage area. The stage and its general area will be cleared no less than ten [10] minutes prior to the beginning of ARTIST'S performance. Ample time will be granted at the conclusion of the performance to allow ARTIST and their personnel to exit and clear the stage area of ARTIST'S equipment.

- 6] The following relates to the technical requirements which are crucial to ARTIST'S production. PLEASE READ THEM CAREFULLY:

[A] HEADLINE BILLING: ARTIST shall receive one-hundred percent [100%] sole exclusive headline billing in all advertising, lights, displays, programs and any and all other types of advertising and publicity. Any deviation from this billing is acceptable ONLY by prior written consent from ARTIST. Billing, all advertising and publicity shall read:

THE REDS [100%]

ARTIST shall close show, unless other arrangements are made with ARTIST'S Personal Manager or Road Manager, and the performance time provided shall not be less than seventy [70] minutes, not including set-up time of approximately twenty [20] minutes.

[B] SPECIAL GUEST BILLING: ARTIST shall receive one-hundred percent [100%] Special Guest Star billing in all advertising, lights, displays, programs and any and all advertising and publicity. Any deviation from this billing is acceptable ONLY by prior written consent from ARTIST. Billing, all advertising and publicity shall read:

SPECIAL GUEST STAR [100%]
THE REDS

ARTIST shall perform immediately preceding the closing act and the performance time provided shall not be less than fifty-five [55] minutes, not including set-up time of approximately twenty [20] minutes.

[C] SUPPORT TALENT: ARTIST shall have the right to approve any other acts on the program. ARTIST shall also have approval of their billing and order of performance.

ARTIST shall have the right to approve the length of performance

of all other acts on the program. Should any act exceed its contracted set-length, ARTIST shall perform its full set and PURCHASER shall be solely responsible for any overtime charges incurred as a result.

Support acts shall receive a sound check only after ARTIST has completed its sound check and equipment set-up to its satisfaction. Under no circumstances will the support act's sound check be allowed to delay the opening of the house.

[D] ARTISTIC & STAGE CONTROL: ARTIST has absolute artistic control as to the production and staging of the entire event. ARTIST shall have first right of equipment set-up for all instruments and properties used in the production. Unless prior arrangements are made with ARTIST'S Production Manager, NONE OF ARTIST'S EQUIPMENT SHALL BE MOVED ONCE IT HAS BEEN SET-UP.

[E] SOUND EQUIPMENT: If PURCHASER is providing sound, ARTIST shall have the use of a sound system which meets the following minimum requirements:

House mixing console: at least sixteen [16] inputs, each input with the following; variable input sensitivity; at least four (4) bands of equalization; at least four [4] submaster assignments; at least two [2] pre-fader echo sends; mute switch; solo assignment to headphones.

House electronics: at least one [1] one-third [1/3] octave graphic equalizer and one [1] limiter/compressor on console output, and Roland Space Echo [or comparable].

House speakers & amps: adequate to cover venue and of professional quality.

Monitor mixing console: at least twelve [12] inputs, each input with the following; variable input sensitivity; three [3] bands of equalization; at least two [2] discrete mono mixes; at least one [1] one-third [1/3] octave graphic equalizer for each mix.

Monitor speakers: six (6) identical two [2] or three [3] way floor monitors are needed. One [1] of these monitors will be used at the monitor console to monitor each mix.

Microphones: at least sixteen [16] professional quality mics, and three (3) direct boxes.

Mic stands: enough stands for sixteen [16] mics; at least eight [8] of these stands must have booms.

[F] SECURITY: PURCHASER agrees to furnish two [2] security guards for backstage security.

In the event that ARTIST'S equipment must remain overnight in the same facility, PURCHASER shall provide two [2] security guards

from 11:00 PM of the first night, until 6:00 PM on the following day. PURCHASER is solely responsible for repair or replacement of any equipment, or performance related articles, stolen or damaged on these particular days.

PARKING FOR TWO [2] VEHICLES.

[G] DRESSING ROOMS: PURCHASER agrees to furnish a large properly heated or air-conditioned dressing room. This room must contain hot/cold running water, a private, clean toilet and wash basin, tables, chairs/couch, full length mirror, proper lighting, and at least one [1] 110 volt a/c outlet. All of these requirements must accommodate eight [8] people. Any windows must have curtains covering them.

PURCHASER also agrees to furnish an additional room in which the band may tune their instruments. This room should include at least one [1] 11- volt a/c outlet, seating for six [6] people, and one [1] luncheon type table.

The above mentioned rooms must be both lockable and the keys are to be given to ARTIST'S Personal Manager or Road Manager. Both rooms should be within walking distance of the stage, without walking through the audience area.

BOTH OF THESE ROOMS ARE FOR THE EXCLUSIVE USE OF ARTIST AND ARTIST'S PERSONNEL, NO OTHER PERSONS, EXCEPT THOSE PEOPLE AUTHORIZED BY ARTIST'S PERSONAL MANAGER OR ROAD MANAGER, ARE PERMITTED IN THESE ROOMS BEFORE, DURING OR AFTER THE PERFORMANCE.

[H] WORK SCHEDULE: When headlining load-in shall be at least four [4] hours prior to showtime. Sound check shall be at least two [2] hours prior to showtime, with a minimum of one [1] hour for actual sound check.

When not headlining ARTIST'S Production Manager should be notified of the exact time schedule that will be followed.

[I] STAGE: ARTIST requires a minimum stage size of twenty-five feet wide, by fifteen feet deep [25' X 15'], plus a drum riser six feet wide, by eight feet deep [6' X 8'].

If performance is outdoors, a top the same size of the stage is required. This top should be in good repair. Side flaps should also be included to insure ARTIST'S equipment does not get wet in the event of rain. Two [2] rolls of plastic are also required.

There is no minimum stage height requirement because of the various types of facilities, but please note that the stage must be clear of overhead obstructions, such as basketball hoops, etc., to a height of twenty-five feet [25'] above stage surface.

PLEASE REFER TO STAGE DIAGRAM ON LAST PAGE OF RIDER.

[J] POWER REQUIREMENTS: Two [2] separate quad boxes delivered stage right & left at rear of equipment line. Each box on a separate breaker capable of supplying at least fifteen [15] amps.

In the event PURCHASER fails to make the necessary arrangements to fulfill ARTIST'S power requirements, or in the event that the power facilities are faulty to the extent that ARTIST, or any of ARTIST'S personnel, or its equipment would be endangered, ARTIST will not be required to perform and PURCHASER shall be responsible for any damage to any equipment, or any injury to the ARTIST, or any of ARTIST'S personnel resulting from faulty power supply.

[K] CATERING: Additional provisions for the venue personnel should be made above and beyond the following:

ARTIST'S DRESSING ROOM - IMMEDIATELY AFTER SOUND CHECK

One [1] case Miller Lite or Bud Lite beer
One [1] quart orange juice
One [1] six-pack bottled water
Two [2] pitchers of Coke or Pepsi [or in cans] & ICE
Tea & Coffee & Doughnuts

Deli tray consisting of:

potato & macaroni salads
assorted sandwich meats & cheeses
fresh fruits & nuts & potato chips
assorted light & dark breads
fresh salad vegetables
assorted salad dressings
PLUS: mayonaise, mustard, salt, pepper, plates,
cups, napkins, silverware, etc.

THE FOOD PROVIDED SHOULD ACCOMODATE ^{54 6} ~~EIGHT~~ [8] PEOPLE

ARTIST'S DRESSING ROOM - BEFORE SHOWTIME

One [1] case Miller Lite or Bud Lite beer
One [1] quart Jack Daniels
One [1] quart grapefruit juice

TEN [10] CLEAN WHITE TOWELS

- 7] The ARTIST shall not be required to appear and perform before any audience which is segregated on the basis of race, color, creed or where phusical violence or injury to the ARTIST is likely to occur. If any of the foregoing conditions exist and the ARTIST does not appear or perform as a result thereof, the same shall not constitute a breach of this agreement by the ARTIST.
- 8] NO PORTION OF THE PERFORMANCE RENDERED HEREUNDER MAY BE BROADCAST, PHOTOGRAPHED, RECORDED, FILMED, TAPED OR EMBODIED IN ANY WAY FOR ANY PURPOSE OF REPRODUCING SUCH PERFORMANCE WITHOUT ARTIST'S WRITTEN PRIOR CONSENT. PURCHASER WILL DENY ENTRANCE TO ANY PERSONS CARRYING TAPE OR VIDEO RECORDING DEVICES. WITHOUT LIMITING IN ANY WAY THE GENERALITY OF THE FOREGOING PROHIBITION, IT IS UNDERSTOOD TO INCLUDE MEMBERS OF THE AUDIENCE, PRESS & PURCHASER'S STAFF.

- 9] PURCHASER shall hold ARTIST harmless for any damages arising out of any damage of property owned by, or any personal injury to any person other than the ARTIST or ARTIST'S personnel, not arising out of the negligence of ARTIST, including attorneys fees, court costs, etc.
- 10] It is understood and agreed that the contract may not be changed, modified, or altered except by an instrument in writing, signed by both ARTIST and PURCHASER. The contract shall be construed in accordance with the laws of the State of Pennsylvania.

This contract may not be assigned or changed, modified, or altered except by an instrument in writing signed by both parties. Nothing in this contract shall require the performance of any act contrary to the law or to the rules and regulations of any union, guild or similar body having jurisdiction over services of ARTIST or over the performance hereunder. Whenever there is any conflict between any provisions of this contract and any law, rule or regulation of any such union, guild or similar body, such law, rule or regulation shall prevail, and this contract shall be modified to the extent necessary to eliminate such conflict. This is the sole and complete agreement between the parties with respect to the engagement. Nothing contained in this contract shall be construed to constitute the parties as a partnership or joint venture, and ARTIST shall not be liable in whole or in part for any obligation that may be incurred by the PURCHASER in carrying out any of the provisions hereof, or otherwise.

- 11] Each one of the terms and conditions of this contract is of the essence of this agreement and necessary for ARTIST'S full performance hereunder. Those obligations of the PURCHASER which are to be performed hereunder prior to any performance of the ARTIST, are conditions precedent which must be performed in full by PURCHASER [unless waived in writing by ARTIST or by ARTIST initialing the paragraph to be waived] before ARTIST is required to perform hereunder. Failure to fulfill any such condition precedent, will subject PURCHASER to liquidate damages in any amount equal to the full contract price hereunder, as well as costs and disbursements incurred by ARTIST as a result thereof, including but not limited to any loss of ARTIST'S goodwill for ARTIST'S failure to appear resulting from PURCHASER'S failing to meet such conditions precedent. With respect to those obligations of PURCHASER, which must be performed during and after ARTIST'S performance hereunder, failure to fulfill same shall constitute a breach of this agreement by the PURCHASER and shall subject PURCHASER to liquidated damages as aforesaid, less any sums theretofore paid to ARTIST by PURCHASER hereunder.
- 12] In the event of a movie, stage play and/or television special, ARTIST has the right to cancel thirty [30] days prior to the engagement.

ALL THE TERMS OF THIS CONTRACT ARE SPECIFICALLY ACCEPTED BY PURCHASER UNLESS THEY ARE WAIVED, AND ANY SUCH WAIVER SHALL BE EFFECTIVE ONLY IF INITIALED BY BOTH PURCHASER AND ARTIST.

ACCEPTED & AGREED TO:

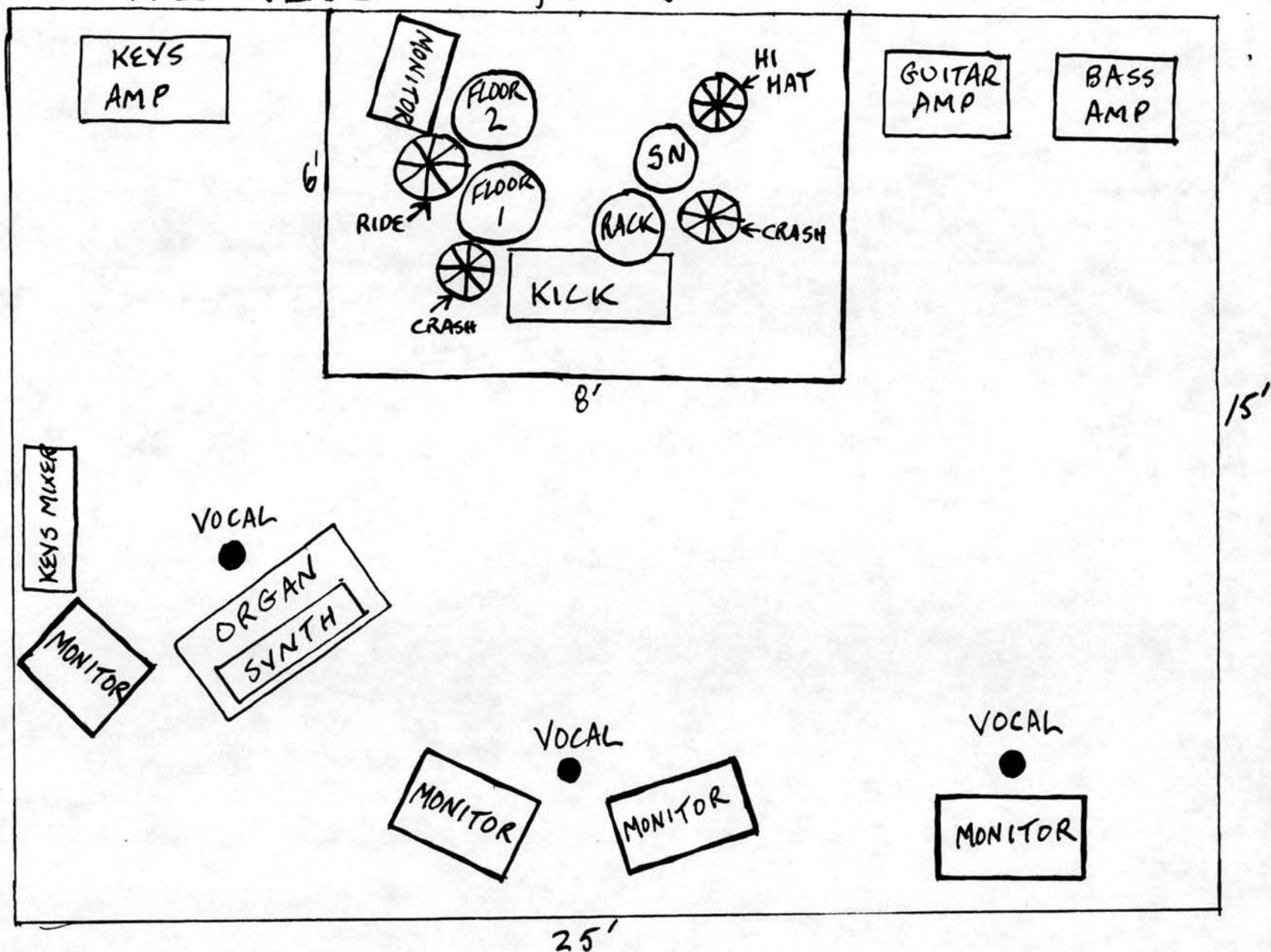
PURCHASER _____

THE REDS

Theresa heavy

THE REDS Stage Diagram and Mic Chart

- 1) KICK
- 2) SNARE
- 3) HAT
- 4) RACK
- 5) FLOOR 1
- 6) FLOOR 2
- 7) OH
- 8) ORGAN
- 9) SYNTH
- 10) GUITAR
- 11) BASS DI
- 12) BASS MIC
- 13) VOCAL KEYS
- 14) VOCAL CENTER
- 15) VOCAL SL
- 16) ECHO RETURN



The Reds deal with the darker side of their lives

Heather Ealton

Climbing the seedy staircase, scotch in hand at the National Hotel, images from any psychodrama come to mind. The dim corridors set the mood for the room at the end of the hall.

The Reds are trying to relax in a purposely dark room with black linoleum and fifties furniture. They

are wearing dark shades and we talk of night images in the afternoon.

Rick: We try to deal with the other side... the darker side of how we live... what we do, the inner madness. Intensity is an obsession with the band. it's what we have to do. If you do what's most natural for you you're going to have your



Partially Scanned Material

The remainder of this page/item has not been digitized due to copyright considerations. The original can be viewed at the Minnesota Historical Society's Gale Family Library in Saint Paul, Minnesota. For more information, visit www.mnhs.org/library/.

THE REDS



APPEARING in the 7th St. Entry

Thurs. March 31st

FIRST AVENUE & 7th St. entry
The Downtown Danceteria 1st Avenue North & 7th Street, Mpls.



BASIC MANAGEMENT

February 3, 1983

Ms. Chrissie Dunlap
The Entry
701 First Avenue North
Minneapolis, Minn. 55403

Dear Chrissie:

Enclosed is a copy of THE REDS third album, "Fatal Slide", along with a press kit and a contract for March 31st. Ten posters have been mailed separately in a tube.

As per our conversation, the rider attached to the contract goes beyond what we agreed upon for food, but a deli tray that accomodates six people will be adequate. The band prefers to have that right after soundcheck. The only thing I'd like to request, in addition to the beer, is a bottle of Jack Daniels.

I will have our soundman (Albert Daknis) get in touch with Roy Freed to work out the technical details.

It might be of help to you promotion wise to know that the band is going to be featured in the April issue of Musician (which is on the stands in March) in the "Faces" section, and that there will be a review of the album in one of the March issues of Rolling Stone. In any event, there is plenty of press in the kit to work with.

Again, thanks so much for getting back to me so quickly, and also for the information about the Best Western.

Looking forward to seeing you soon.

As always,

Theresa

Theresa Levy

Manager:
POLYROCK
THE REDS

P.S. Since I will be on the road from Feb. 8th on, I've only sent one copy of the contract for you. My copy can always be signed when I get there.

TL:nl
Enc.

THE REDS

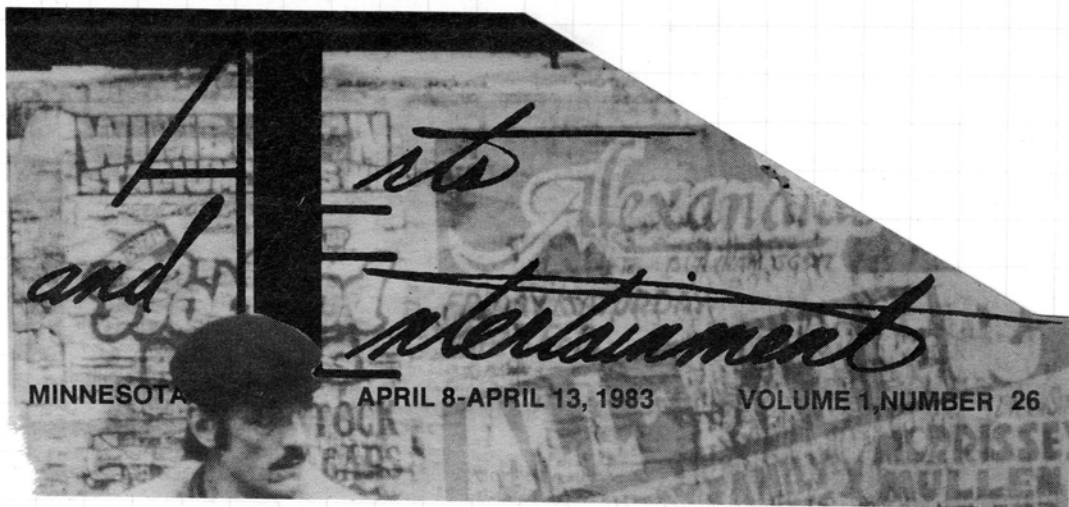


APPEARING in the 7th St. Entry
Thurs. March 31st



The Downtown Danceteria

1st Avenue North & 7th Street, Mpls.



MUSIC

by Jerry Zelesnikar

This is the story of a band from Philadelphia and a star-struck record company. The plot thickens with the curses of road-weariness and public atrophy. Even though the singer's voice wears out, a mighty knight, armed with drum kit, rescues the show, bringing the tale to a gratifying denouement.

their ideas, and cut two LPs. They licensed both to Stony Plain, a Canadian label. Though not rich for

ON THEIR OWN



Partially Scanned Material

The remainder of this page/item has not been digitized due to copyright considerations. The original can be viewed at the Minnesota Historical Society's Gale Family Library in Saint Paul, Minnesota. For more information, visit www.mnhs.org/library/.