



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

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**THE
ROBERT
KENNY
AGENCY**

KEN FINKEL

P.O. Box 1487 • Milwaukee, Wisconsin 53201 • (414) 224-9370

THE ROBERT KENNY AGENCY

April 29, 1983

Ms. Chrissy Dunlap
Mr. Steve McClellan
c/o First Avenue
PO Box 3191 Traffic Station
Minneapolis, MN 55403

Dear Chrissy and Steve,

Enclosed is the contract for the R & B Cadets to appear at 1st Avenue on May 11, 1983. Please sign all four copies and return them to me. A completed copy will follow by return mail.

I have also enclosed the promotional material and the tech sheet you requested. If there is anything else you need, please feel free to call me.

Sincerely,



Ken Finkel
The Robert Kenny Agency

KF/ia

Enc.



AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")

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CONTRACT

(Form C-1)

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed.

THIS CONTRACT for the personal services of musicians on the engagement described below is made this 29th day of April, 1983, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. Name and Address of Place of Engagement: First Avenue 701 1st Ave. N Minneapolis, MN

Name of Band or Group: R & B Cadets with Paul Cebal Number of Musicians: 8 6

2. Date(s), Starting and Finishing Time of Engagement: May 11, 1983 9:30 PM Start
Sets to be arranged day of show

3. Type of Engagement (specify whether dance, stage show, banquet, etc.): Concert with Morella

4. Compensation Agreed Upon: \$ 400.00 flat guarantee
(Amount and Terms)

5. Purchaser Will Make Payments As Follows: In cash to leader upon completion.
(Specify when payments are to be made)

DEPOSIT RECEIVED

Date _____

Amount _____

6. Other Requirements: Club to provide sound.

7. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to the arbitration provisions set forth in 8 below and the Federation may enforce this prohibition in any court of competent jurisdiction.

(See Additional Terms and Conditions on Reverse Side)

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Steve McLellan

John Sieger

Print Purchaser's Full and Correct Name
(If Purchaser is Corporation, Full and Correct Corporate Name)

Print Name of Signatory Musician

Home Local Union No.

X [Signature]
Signature of Purchaser (or Agent thereof)

X [Signature]
Signature of Signatory Musician

c/o 1st Ave. PO Box 3191 Traffic Station
Street Address

P.O. Box 1487
Musician's Home Address

Minneapolis, MN 55403
City State Zip Code

Milwaukee Wisconsin 53201
City State Zip Code

612 338 8388
City State Zip Code

414/224-9370
City State Zip Code

Telephone

414/224-9370
Telephone

The Robert Kenny Agency
Booking Agent

P.O. Box 1487 Milwaukee, WI 53201
Address

8. Breach of Contract—Arbitration of Claims:

(a) It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 6 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

(b) This contract, and the terms and conditions contained herein, may be enforced by the Purchaser and by each musician who is a party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for (herein called "participating musician(s)"), and by the agent or agent(s) of each participating musician, including the Local Union.

(c) All claims and disputes which may arise between the Purchaser and the participating musician(s) regarding the application or interpretation of any of the terms or conditions of this contract, including any disputes between the parties as to their respective obligations and responsibilities hereunder, shall be referred exclusively to binding arbitration. If a claim or dispute involves participating musician(s) who are all members of the Local Union, then such claim or dispute shall be referred to the Executive Board of the Local Union. All other claims or disputes arising under this contract between the Purchaser and participating musician(s) shall be referred to the International Executive Board (herein called "IEB") of the Federation for arbitration and determination in New York, New York. The IEB shall decide any question of whether it or the Local Union Executive Board has jurisdiction over a particular claim or dispute.

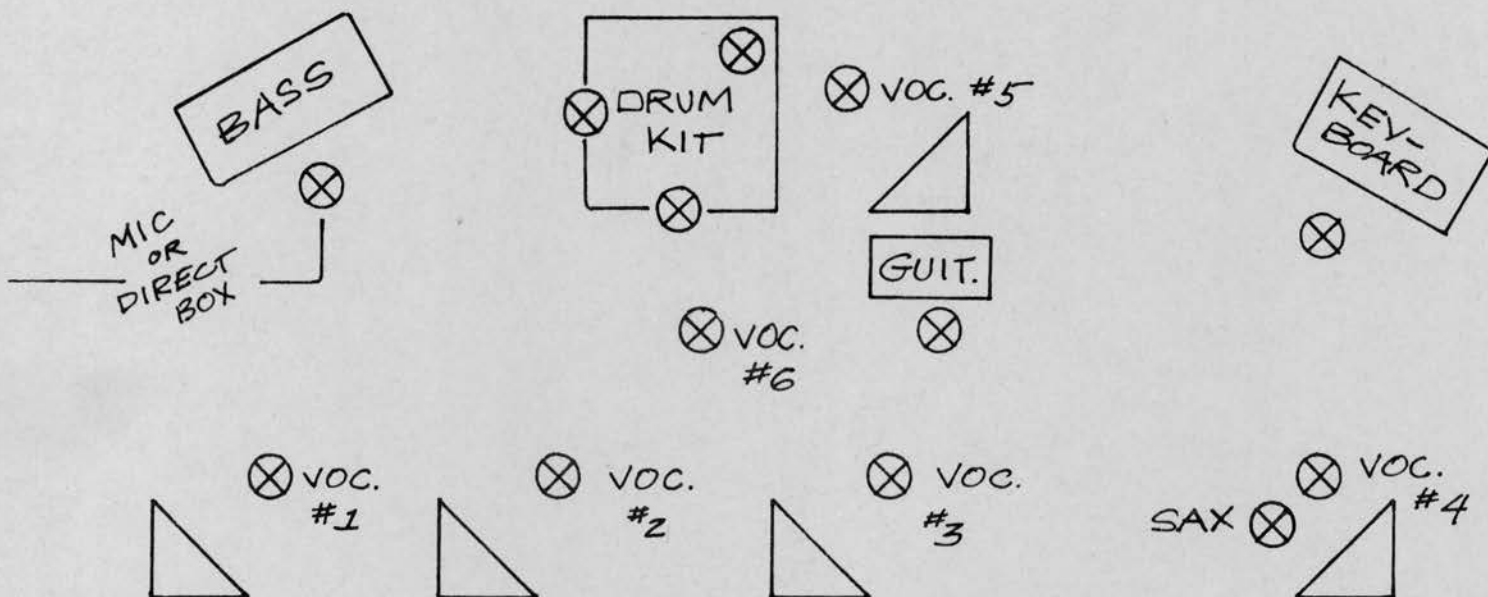
(d) This contract, and all arbitration proceedings conducted hereunder, shall be governed by and enforced under the laws of the State of New York notwithstanding the forum or jurisdiction in which an action concerning this contract may be brought. All arbitration proceedings conducted hereunder by the IEB shall be conducted according to the Rules of Practice and Procedure of the IEB which may from time to time be in effect. All arbitration proceedings conducted by the Local Union shall be conducted according to Rules adopted by the Local Union. A copy of the IEB Rules of Practice and Procedure may be obtained from the Secretary-Treasurer of the Federation in New York City, New York. A copy of the Rules of the Local Union may be obtained from the Secretary of the Local Union. All rulings and awards made by the IEB in arbitration hereunder shall be final and binding upon the Purchaser and participating musician(s).

(e) Except awards of the IEB made on appeal as provided in (f) below, a Purchaser or participating musician, or the agent of any participating musician, may bring an action to confirm or to reduce to judgment an arbitration award of the IEB only in the courts of the State of New York; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of the appropriate courts of the State of New York for that purpose. Should a court of competent jurisdiction in New York confirm or enter judgment upon an award of the IEB, the Purchaser and participating musician(s) expressly agree that the prevailing party in the arbitration award shall be additionally entitled to judgment for reasonable attorneys' fees incurred in enforcing the award in the amount of ten percent (10%) of the award plus court costs therefor. A judgment confirming an IEB arbitration award, for attorneys' fees, and for costs may be enforced in the courts of any jurisdiction in which a party to this contract either resides or maintains an office or place of business.

(f) All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the IEB by any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure of the IEB. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s). Any party to an arbitration proceeding before the Local Union or to an arbitration appeal to the IEB may bring an action to confirm or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose. Should a court of competent jurisdiction of the jurisdiction in which the office of the Local Union is located confirm or enter judgment upon an award of the Local Union, or of the IEB made on appeal, the Purchaser and participating musician(s) expressly agree that the prevailing party in the arbitration award shall be additionally entitled to judgment for reasonable attorneys' fees incurred in enforcing the award in the amount of ten percent (10%) of the award plus court costs therefor.

(g) Notices, materials, papers or process which may be required to notify a Purchaser or participating musician(s) of the pendency of a claim or dispute or to initiate a court action to confirm, enter judgment upon, or enforce an arbitration award rendered by the IEB or the Local Union Executive Board, shall be served on the Purchaser and/or participating musician(s) by certified mail, return receipt requested, without necessity of personal service or other form of notice. All other notices, materials, papers or process which may be required to conduct arbitration proceedings under this contract may be served by regular first class mail.

[illegible]



TECHNICAL REQUIREMENTS (STAGE)

VOCALS

Total of six vocal microphones.

#6 center stage standby mic for Paul Cebal

#5 mounted on straight stand.

#4 mounted on boom stand.

INSTRUMENTS

Minimum of six instrument mics and one direct line.

Direct box, microphone or both provided for bass guitar.

Minimum of three mics for drum kit:

Kick drum

Overhead

Snare

Optional drum mics:

Floor tom

Mounted tom

Extra long line required for saxophone mic. A saxophone-mounted microphone may be used.

MONITORS

Minimum of five monitors, including side-fill cabinets.

Side-fill cabinets may be used as a substitution for floor cabinets in #1 and #4 positions.

THE R&B CADETS

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Exclusive Representation P.O. Box 1487 • Milwaukee, Wisconsin 53201 • (414) 224-9370