



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.

**CONTRACT BLANK**

Local Number _____

THIS CONTRACT for the personal services of musicians on the engagement described below, made this 3 day of November 1981 between the undersigned Purchaser of Music (herein called "Employer") and 4 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.

1. Name and Address of Place of Engagement The 7th St Entry 29 N 7th St Minneapolis MN
Print Name of Band or Group R.E.M.

2. Date(s), starting and finishing time of engagement Thursday November 26, 1981 for 2 sets of approx 45 min each. 2 40 MW.

3. Type of Engagement (specify whether dance, stage show, banquet, etc.) Club \$1000.00
R.E.M. 50% \$500.00 Jim

4. WAGE AGREED UPON: \$300.00 flat fee guarantee + 50% over \$475 gross door receipts
CASH IMMEDIATELY FOLLOWING ENGAGEMENT

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.

5. Employer will make payments as follows: \$300.00 flat fee guarantee + 50% over \$475
gross door receipts (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. & L.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, 1953, 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. The Employer hereby acknowledges his liability to provide workmen's compensation insurance and to pay social security and unemployment insurance taxes if same are applicable to the services to be rendered hereunder.

8. 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 owed by any musician performing hereunder to the Federation pursuant to its Constitution, By-laws, Rules, Regulations and Orders.

Steve McClellan

Jefferson Holt

X Steve McClellan Print Employer's Name
29 N 7th St Signature of Employer

X c/o Bob Singer Print Leader's Name
611 Broadway Suite 214 Local No.

Minn

Print Street Address
MN

NYC

Print Leader's Home Address
NY 10012

City

State

Zip Code

City

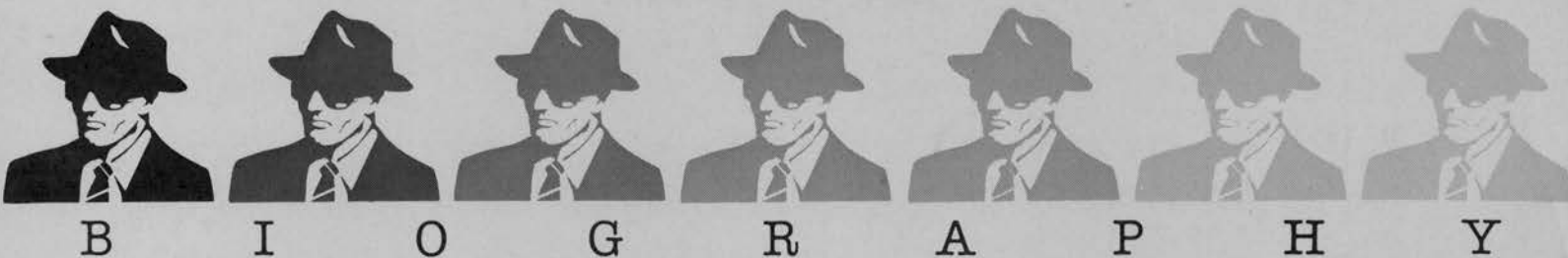
State

Zip Code

Telephone

Working Agent

Agreement No.



R.E.M.

R.E.M., the Athens, Georgia-based combo, follows up the highly acclaimed EP Chronic Town (August 1982), with Murmur (April 1983). Along with all the critical accolades heaped on Chronic Town, the record was voted the #2 EP in the 1982 year-end Village Voice critics poll of 216 critics nationwide; it was a top 5 record at college radio for three months; and it was #41 on the year-end Top 100 records chart in College Media Journal (CMJ). In its December 1982 issue, Musician magazine said " . . . the five songs here are so completely accessible melodically that it would be hard to imagine any listener not becoming addicted eventually. In fact, the only problem with the record is that you end up wishing for a larger dose." That larger dose is now available on Murmur.

Produced by Mitch Easter (Chronic Town producer) and Don Dixon, Murmur is more straightforward in terms of production, and shows an evolution lyrically and musically from Chronic Town. Guitarist Pete Buck says the combo "wanted to make a record that is totally us so people couldn't say 'they sound like this group or that one.' We were trying to avoid all influences." Among the 12 original songs on the album are new versions of "Radio Free Europe" and "Sitting Still," two tunes the band released independently as a single in July 1981 that ended up on The New York Times 1981 Ten Best Singles List.

When R.E.M., which in addition to Pete Buck, is Michael Stipe (lead vocals), Mike Mills (bass, backing vocals) and Bill Berry (drums, backing vocals), got together

in 1980, they had no idea they would ever achieve such a musical accomplishment. They originally intended to play one party at an abandoned church in Athens that Buck and Stipe were living in at the time. That party, however, led to others and before long the combo had a large following and was soon opening for bands in Atlanta's largest clubs. They also landed the opening slot for the Gang of Four on a series of East Coast dates, paving the way for further tours up and down that coast.

I.R.S. Records, one of several labels that had been scouting the band, signed them on May 31, 1982. The release in August of Chronic Town was supported with an extensive tour that took them throughout the U.S. Just prior to the release of Murmur, the band joined the (english) Beat on a tour of the North- and Southeast and into Canada. Following this month-long jaunt, R.E.M. heads out on a nationwide headlining tour.

Watch for them and listen . . . there's a Murmur in the air, and it's getting louder . . .



Dear Promoter:

Enclosed please find (3) three copies of the contracts for your upcoming show(s) at your venue(s). Please sign each one and send them back to Frontier Booking International as soon as possible.

It is necessary for us to have these contracts back as soon as possible for processing and execution.

When making deposits by Bank Wire Transfer be sure to include artist name and date of engagement.

Our bank information: Chemical Bank
970 Eighth Avenue
New York, New York 10019

F.B.I. ACCOUNT #2
#008-030375
Contact: Olga Rivera

Thank you for your cooperation.

Sincerely,

Marlene Passaro
Contract Department

FBI.
AGENCY

FRONTIER BOOKING INTERNATIONAL, INC.

1776 Broadway • New York, N.Y. 10019 • (212) 246-1505



FBI INC.

FRONTIER BOOKING INTERNATIONAL

250 West 57th Street • Suite 603 • New York, N.Y. 10107 • (212) 246-1505

Contract # 2489
Set Up: 12:00 Noon
Doors Open: 7:30PM.
Show Time: 9:00PM.
Performance: 1:00AM.

CONTRACT

APPROVAL

THIS CONTRACT for the personal services of musicians/artists on the engagement described herein, made this 25th day of April, 1983, between the undersigned Purchaser of Music (herein called "Employer") and Corp. f/s/o 4 musicians/artists. (including leader)

The musicians/artists are engaged severally on the terms and conditions on the face of this contract. The undersigned leader represents and guarantees that the musicians/artists designated herein have agreed to be bound by the terms and conditions hereof. Each musician/artist to be designated at a later time, upon acceptance, shall be bound by the terms and conditions hereof. Each musician/artist may enforce this contract. The musicians/artists severally agree to render services under the undersigned leader.

Hall Mgr: Steve McLelland

1. Engagement (Location) FIRST AVENUE (612) 338-8388

(Address) 7 No. 9th Street / Minneapolis, Minnesota

2. Band or Group (Name) R.E.M./Headline-Close Show/100% type size
Support: tba

3. Engagement date(s) May 23rd 1983/Tuesday/Artist Agrees to Perform One 60 Minute Set +
(including starting and finishing time of engagement) Encore/

4. Type of Engagement Stage Show/ Cap: 1200 / Tax: 8%/Tkts: \$5.00/GP: \$6000.00 (\$5520.00)
(specify whether dance, stage show, banquet, etc.)

SOUND CHECK MANDATORY

5. WAGE AGREED UPON \$2,000.00 Guarantee + 70% over \$4,500.00 Gross Door Receipts.
(Terms and Amount) (Specify when payments are to be made)

\$1,000.00 DEPOSIT DUE BY MAY 18th 1983/Balance of Guarantee plus any applicable

percentages payable on demand in Cash or Certified Check form/Purchaser to Provide
and Pay for an adequate Sound & Light System to meet with Artists Approval.

NO TAX DEDUCTIONS ALLOWABLE

The wages disclosed herein include all expenses Employer has agreed to reimburse in accordance with the attached schedule, or a schedule to be provided Employer on or before date of engagement.

6. It is expressly understood by all the parties hereto that the Employer has the right to supervise the services of the musicians/artists on the engagement and Employer has the right to control the manner, means, and details of the performance of services by the musicians/artists including the leader as well as the ends to be accomplished.

(Continued on reverse side)

Steve McLelland/First Ave.

Print Employer's Name

X

Signature of Employer

P.O. BOX 3191/Traffic Station

Print Street Address

Minn., MN. 55403

City

State

Zip Code

(612) 338-8388/338-6854

Telephone

R.E.M./Athens, Ltd. f/s/o R.E.M.

BY: Jefferson Holt

Print Leader's Name

X

Signature of Leader

P.O. BOX 8032

Leader's Home Address

Athens, Ga. 30603

City

State

Zip Code

JRL/pil

Booking Agent



FBI INC.

FRONTIER BOOKING INTERNATIONAL

250 West 57th Street • Suite 603 • New York, N.Y. 10107 • (212) 246-1505

Contract # 2489
Set Up: 12:00 Noon
Doors Open: 7:30PM.
Show Time: 9:00PM.
Performance: 1:00AM.

RIDER ATTACHED
HERETO IS MADE
AN INTEGRAL PART
OF THIS CONTRACT

CONTRACT

SUBJECT
TO IMMIGRATION
APPROVAL

THIS CONTRACT for the personal services of musicians/artists on the engagement described herein, made this 25th day of April, 1983, between the undersigned Purchaser of Music (herein called "Employer") and Corp. f/s/o 4 musicians/artists.
(including leader)

The musicians/artists are engaged severally on the terms and conditions on the face of this contract. The undersigned leader represents and guarantees that the musicians/artists designated herein have agreed to be bound by the terms and conditions hereof. Each musician/artist to be designated at a later time, upon acceptance, shall be bound by the terms and conditions hereof. Each musician/artist may enforce this contract. The musicians/artists severally agree to render services under the undersigned leader.

Hall Mgr: Steve McLelland

1. Engagement (Location) FIRST AVENUE (612) 338-8388

(Address) 7 No. 9th Street / Minneapolis, Minnesota

2. Band or Group (Name) R.E.M./Headline-Close Show/100% type size

Support: tba

3. Engagement date(s) May 23rd 1983/Tuesday/Artist Agrees to Perform One 60 Minute Set +
(including starting and finishing time of engagement) Encore/

4. Type of Engagement Stage Show/ Cap: 1200 / Tax:8%/Tkts:\$5.00/GP:\$6000.00 (\$5520.00)
(specify whether dance, stage show, banquet, etc.)

SOUND CHECK MANDATORY

5. WAGE AGREED UPON \$2,000.00 Guarantee + 70% over \$4,500.00 Gross Door Receipts.
(Terms and Amount) (Specify when payments are to be made)

\$1,000.00 DEPOSIT DUE BY MAY 18th 1983/Balance of Guarantee plus any applicable

percentages payable on demand in Cash or Certified Check form/Purchaser to Provide
and Pay for an adequate Sound & Light System to meet with Artists Approval.

NO TAX DEDUCTIONS ALLOWABLE

The wages disclosed herein include all expenses Employer has agreed to reimburse in accordance with the attached schedule, or a schedule to be provided Employer on or before date of engagement.

6. It is expressly understood by all the parties hereto that the Employer has the right to supervise the services of the musicians/artists on the engagement and Employer has the right to control the manner, means, and details of the performance of services by the musicians/artists including the leader as well as the ends to be accomplished.

(Continued on reverse side)

Steve McLelland/First Ave.

Print Employer's Name

X

Signature of Employer

P.O. BOX 3191/Traffic Station

Print Street Address

Minn., MN. 55403

City

State

Zip Code

(612) 338-8388/338-6854

Telephone

R.E.M./Athens, Ltd. f/s/o R.E.M.

BY: Jefferson Holt

Print Leader's Name

X

Signature of Leader

P.O. BOX 8032

Leader's Home Address

Athens, Ga. 30603

City

State

Zip Code

JRL/pil

Booking Agent

HEADLINE RIDER

R.E.M.

This rider is part of the attached contract between
Steve McLeland hereinafter referred to as
the "Management" and R.E.M. hereinafter referred to as the
Combo. Any breach of the terms of this rider without the
permission of R.E.M. is a breach of contract. All provisions
included shall be provided at no cost to the Combo. If there
are any problems in fulfilling any of the requirements,
please contact:

Jefferson Holt
P.O. Box 8032
Athens, Ga. 30603

(404) 546-5749

1. BILLING

The COMBO shall receive 100% billing in all manner and form of advertising in connection with this engagement as follows:

"R.E.M."

R.E.M. is three letters with periods. It does not serve as an abbreviation and is not pronounced as a word.

2. TICKETS

- (a) The COMBO shall be allowed a guest list of not less than 20 persons; where a venue is seated, these shall be in the form of allocated seats in a central area of the auditorium. The allocation shall be held until immediately prior to the audience being admitted to the venue. If needed, these tickets will be presented to the COMBO'S Tour Manager; if not needed, these tickets may be sold by the MANAGEMENT after consultation with the COMBO'S Tour Manager.
- (b) All tickets in connection with this engagement shall bear the name of the COMBO as R.E.M. in accordance with Section 1 of this Rider.

3. SOUND AND STAGE REQUIREMENTS

- (a) A minimum of 15 mics (EV's, Sennheiser, Beyer, Shure's, AKG's) and 1 Direct Box (Sescom, Jensen, Urei) and 15 stands (straights and booms).
- (b) A minimum of 19 inputs

1. Kick	7. 2nd Rack Tom	13. Gtr.
2. Snare Top	8. Floor Tom	14. Mike Vox
3. Snare Bottom	9. OVH SR	15. Michael Vox
4. HiHat	10. OVH SL	16. Bill Vox
5. Timbale	11. Bass DI	
6. 1st Rack Tom	12. Bass Mic	
- (c) 3 post fader effects sends with 3 inputs for effects returns.
- (d) 1 Roland tape echo (201, 301, 555), Eventide Harmonizer, and digital reverb (Lexicon, ECC, Naster Room, Etc.) 1 1/3 octave eq. for house, for mono mix, and 2 1/3 octave eq. for stereo mix.
- (e) A minimum of 16 inputs by 4 outputs for onstage monitor mixes.
 - 4 wedges for vocals
 - 2 sidefills (each independent of one another)
 - 1 Drumfill
 - 1/3 octaves on each mix

- (f) 1 110 volt 60 amp leg for stage. Feeds must be accessible to all points on stage.
- (g) House sound engineer and stage crew shall be accessible to COMBO Road Crew from load-in to load-out.

COMBO shall have exclusive use of stage, lights, and sound system.

A minimum of 2 hours for soundcheck (not including set-up)

One cassette tape for sound engineer, setup for recording.

- (h) 1 drum riser to measure 8' x 6' x 1½' for the sole use of the COMBO.
- (i) MANAGEMENT shall ensure that no audience is allowed into the venue until the COMBO'S soundcheck is concluded.

4. LIGHTING SYSTEM

- (a) The COMBO shall have full and unlimited use of the light system as installed.
- (b) A 12 Channel, two scene 2K-per channel dimmer board.
A minimum of 24 lamps, preferably 500 and/or 1000 Watt pars.
Enough cabling to allow L.D. to place at least 18 of these lamps on the floor.

Gel requirements:

1 sheet each of	-	Roscolux	#	76	Light Green Blue
	-	"	"	#	90 Dark Yellow Green
	-	"	"	#	92 Turquoise
	-	"	"	#	94 Kelly Green
	-	"	"	#	85 Deep Blue
	-	"	"	#	93 Blue Green
	-	"	"	#	46 Magenta

No follow spots are required.

5. SECURITY ARRANGEMENTS

- (a) One security person shall attend the COMBO'S dressing room(s) at all times from the arrival to the departure of the COMBO.
- (b) The Security personnel shall allow access to a reasonable number of the COMBO'S fans to enter the dressing rooms after the performance at the direction of the COMBO'S Tour Manager.

- (c) In the event of unreasonable violence by the MANAGEMENT'S security personnel upon members of the public being observed by the COMBO, his Road Crew or Tour Manager, the COMBO reserves the right to cancel or terminate his performance immediately and the COMBO shall be entitled to their full contracted fee.

6. DRESSING ROOMS

- (a) The MANAGEMENT shall provide for the exclusive use of the COMBO one or two lockable dressing rooms suitable for the comfortable accommodation of 15 persons with chairs, tables mirrors, and clothes hooks or hangers. The rooms shall be well lit, and be air conditioned or cooled, and have closely accessible toilet facilities. The keys to the rooms shall be presented to the COMBO'S Tour Manager on arrival at the venue.
- (b) 8 large towels
- (c) Sandwiches, fresh fruit and/or vegetable with dip, Coke orange juice, apple juice, cups, ice, suitable for 7 people. 2 cases of Budweiser, 1 six pack of imported light beer (Heineken), and 1 six pack of imported dark beer (Guinness Stout) available upon load in.
- (d) A substantial meal for the COMBO and Crew (total 7) including 1 strict vegetarian meal after soundcheck.

7. ACCOUNTING

COMBO is to be paid in cash and provided with a box office statement immediately following engagement.

8. MERCHANDISING

The MANAGEMENT agrees that the COMBO shall have the sole and exclusive right, but not the obligation to sell souvenir posters, programs and all merchandise pertaining to and/or bearing the likeness of the COMBO, inclusive of phonographic records and tapes, at the engagement, and to retain 100% of the receipts therefrom.

- 9. (a) The MANAGEMENT shall not claim any damage to the place of performance or its contents from the COMBO unless specifically caused by the COMBO.
- (b) The MANAGEMENT shall be held responsible for any damage to or the loss of equipment or possessions of the COMBO while in the place of engagement at such times as the COMBO or their Road Crew are not in attendance.
- (c) The MANAGEMENT shall be covered by Public Liability Insurance.

12.

GENERAL PROVISIONS

- (a) No part, portion or segment of the COMBO'S performance may be filmed, videoed, tape recorded or transmitted without the permission of the COMBO being obtained in writing in advance.
- (b) The MANAGEMENT agrees that if the COMBO'S performance is shortened or terminated for any reason beyond the control of the COMBO this shall in no way affect the agreed price payable to the COMBO i.e. strike, lockout, war, riot, civil commotion, fire, flood, Government or Police or licensing authority order or death or disability of the COMBO or the MANAGEMENT. The MANAGEMENT shall be accordingly insured against this.
- (c) The COMBO'S obligation to perform is subject to illness, accident, failure of transportation, Act of God, riots strikes, labour disputes, epidemics, or the order of any public authority.
- (d) If the MANAGEMENT cannot comply with any of the clauses of this agreement he must state the reason in writing to F.B.I. Agency within 3 days of receiving this agreement.
- (e) In the event of breach by the MANAGEMENT of any of the terms, conditions, or clauses of this agreement the COMBO shall not be required to perform hereunder and the MANAGEMENT shall pay the COMBO the full fee for this engagement.

THE ABOVE CONSTITUTES THE SOLE, COMPLETE AND BINDING AGREEMENT BETWEEN THE PARTIES HERETO. NO ALTERATION MAY BE MADE TO ANY PART OF THIS AGREEMENT WITHOUT WRITTEN PERMISSION OF THE COMBO.

AGREED AND SIGNED.....FOR THE MANAGEMENT
DATE.....

AGREED AND SIGNED.....COMBO
DATE.....

SOUND & LIGHTING INFORMATION

Sharp Audio and Atlanta Stage Lighting are the preferred sound and lighting companies for R.E.M.. They are located in Atlanta, Georgia and upon receiving this rider, please contact either one of the following at the number or address below for contracting of the COMBO'S production.

Sharp Audio
P.O. Box 481
Athens, Georgia 30603

Gary Sharp (404) 482-7928 (BUS)
(404) 546-9855 (RES)

Atlanta Stage Lighting
2374 St. Mtn.-Lithonie Rd.
Suite B-1
Lithonia, Georgia 30058
Rusty Sheorn (404) 482-7928 (BUS)
(404) 294-8493 (RES)

SOUND SYSTEM-HOUSE

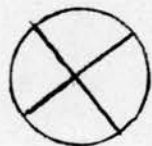
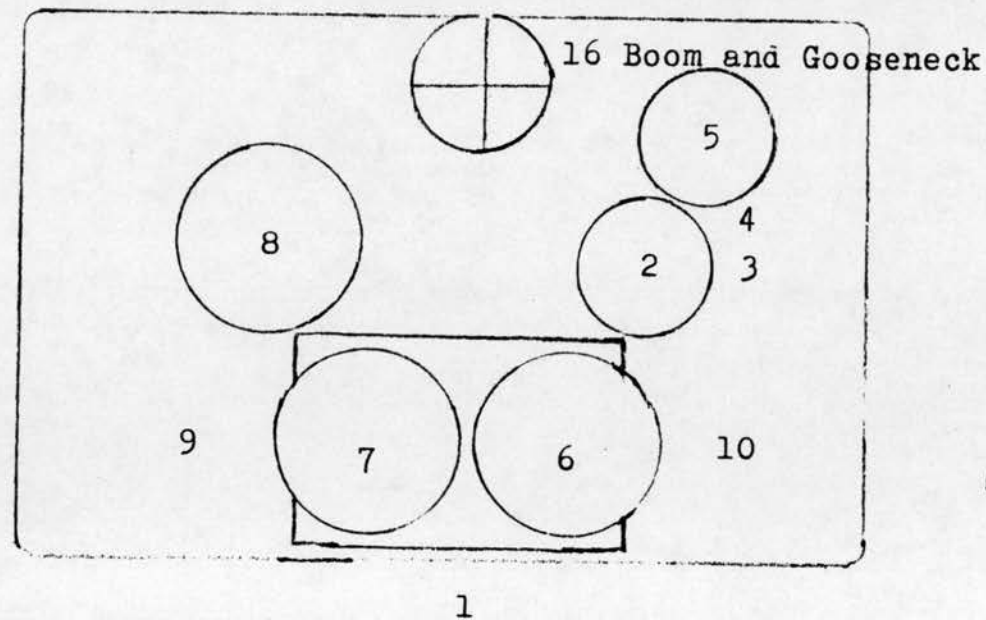
24 by 4 house console
White Equalizers
Audio Arts 4 way crossover
DEX Limiters
Crown, Yamaha, McCannon Power Amps
JBL 2225, Gauss 4582 Speakers
JBL 2441, Renkus Heinz 1800 compression drivers
27 pair snake-250 feet

Sound System-Monitors

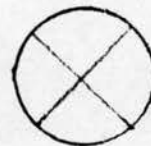
24 by 4 monitor console
White & Urei Equalizers
DBX Limiters
McCannon Crossovers
6 Bi-amped floor monitors with Gauss & Emilar components
JBL 4530 drum monitor
2 Bi-amped side fills
125 Amp power distribute
Clear Com Communications

Lighting System

24 channel Two-Scene Lighting Concsale
Scrimmer & ETA dimmers (approximatly 90 thousand watts total)
Altman Par 64 lighting instruments with 1000 watt lamps
40 foot truss
Vermette 512 & 520 Lifts



14 Boom



15 Straight Stand Solid
Solid Base

- | | |
|-----------------|-----------------|
| 1. Kick | 9. OVHSR |
| 2. Snare Top | 10. OVHSL |
| 3. Snare Bottom | 11. Bass DI |
| 4. HiHat | 12. Bass Mic |
| 5. Timable | 13. Gtr. |
| 6. 1st Rack Tom | 14. Mike VOX |
| 7. 2nd Rack Tom | 15. Michael VOX |
| 8. Floor Tom | 16. Bill VOX |

RIDER TO R.E.M. CONTRACT

This rider is attached to and made a part of the contract dated 29 Mar 1982 between R.E.M. and First Avenue (herein "Employer").

1. Please note that R.E.M. is three letters with periods. It does not serve as an abbreviation and is not pronounced as a word. Please bear this in mind in all promotional activities.
2. Employer agrees to provide a minimum of a twelve (12) channel p.a. system, complete with twelve (12) channel mixing board with reverb capabilities and ample speaker cabinets to assure the best possible sound quality for the performance room. Twelve (12) quality microphones and a minimum of 4 floor wedge monitors, or 3 wedges and 2 side fills.
3. In the event that compensation payable to R.E.M. is to be determined in whole or in part by a percentage of receipts, R.E.M. will have access to box office and a notorized ticket manifest.
4. Employer shall provide a private, clean and well-lighted dressing room that can be locked, with a key issued to the road manager or a member of R.E.M.
5. Employer shall provide 1) one case of beer on ice to be placed in the dressing room after sound check and not later than one hour before the performance time; 2) one case of beer before the end of the performance, good local beer or Budwieser; 3) at least four towels in dressing room.
6. The people in charge of sound and lights should be present at time of band load-in. Employer also agrees to provide a capable sound technician to operate the sound system during sound check and performance. Please have as many blue gels for the lights as possible so as to light the stage for R.E.M.'s performance with only blue.

IF ANY CONDITIONS OF THIS AGREEMENT CANNOT BE FULFILLED OR IF PROMO IS NOT RECEIVED IMMEDIATELY, PLEASE CALL JEFFERSON (404) 546-5749.

Bob Singerman,
611 Broadway, Suite 214,
N.Y., N.Y., 10012
(212) 473 1821

Enclosed please find three copies of the contract and rider for
R.E.M. at the 7th St Entry on Nov. 26, 1981 for 2 sets of approx. 45 min.
for \$300 flat fee gurantee + 75% over \$475 GDR CASH IMMEDIATELY FOLLOWING GIG
Please sign all three copies of each and return them to my office
along with the deposit. Make sure that the deposit is sent to the
above address as contracted -No deposit, but the fee is to be paid in full
Immediately following g engagement. Also, make sure to return the signed
contracts to ~~mm~~ my office by Nov. 1, 1981
Thanks and enjoy the show.

Sincerely,



Bob Singerman

**CONTRACT BLANK**

Local Number _____

THIS CONTRACT for the personal services of musicians on the engagement described below, made this 13 day of Aug. 1981 between the undersigned Purchaser of Music (herein called "Employer") and 4 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.

1. Name and Address of Place of Engagement 7th St Entry 29 N 7th St Minn. Minn 55403
Print Name of Band or Group The dB's

2. Date(s), starting and finishing time of engagement Sept. 26, 1981 for one set

3. Type of Engagement (specify whether dance, stage show, banquet, etc.) Club

4. WAGE AGREED UPON: \$700.00 + 75% above \$1000.00 CASH IMMEDIATELY FOLLOWING
ENGAGEMENT (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.

5. Employer will make payments as follows: \$350.00 deposit POSTAL MONEY ORDER payable to Chris Stamey c/o Bob Singerman to be received by Sept. 5, 1981 remainder on

completion. 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. The Employer hereby acknowledges his liability to provide workmen's compensation insurance and to pay social security and unemployment insurance taxes if same are applicable to the services to be rendered hereunder.

8. 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.

Steve McClellon
Print Employer's Name
X Stephen J. McClellon
Signature of Employer
29 N 7th St
Minneapolis Print Street Address 55403
City State Zip Code
Telephone _____

Chris Stamey c/o Bob Singerman
Print Leader's Name
X _____
Signature of Leader
611 Broadway Suite 214
NYC Print Address 10012
City State Zip Code
Working Agent Agreement No. _____

Bob Singerman - 212-473-1821

Robert Livingston

City Bank of New York

86th + Broadway

Branch 12

City Bank Savings Acc #

24647255

confirm by telephone