



AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")

CONTRACT

Local Number 551

THIS CONTRACT for the personal services of musicians on the engagement described below, made this 4 day of FEBRUARY 19 1979, 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 KRISPELHOFF
Print Name of Band or Group SILVER LAUGHTER
2. Date(s), starting and finishing time of engagement TUESDAY MARCH 13 - SAT MARCH 17 1979
3. Type of Engagement (specify whether dance, stage show, banquet, etc.) LOUNGE
4. WAGE AGREED UPON \$ 14.50 PER HOUR PLUS LOGGING (Terms and Amount) x Manuel Zayas

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: CASH FOLLOWING FINAL PERFORMANCE (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. 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)

Form fields for Employer: Print Employer's Name (VERN BEONARAK), Signature of Employer (Vern A. Beonarak), Print Street Address (115 FRANKLIN), City (NEW ULM), State (MINN.), Zip Code (56073), Telephone.

Form fields for Leader: Print Leader's Name (MIKE ORTON), Signature of Leader (Mike Orton), Leader's Home Address (5122 W. KIMBERLY), City (TOWNA), State (IOWA), Zip Code (52804), Booking Agent (NONE), Agreement No.

*This contract does not conclusively determine the person liable to report and pay employment taxes and similar employer levies under rulings of the U. S. Internal Revenue Service and of some state agencies.