

RESOLUTION NO. 54-75

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Leonard Stubbins ON THE 20th DAY OF October, 1975.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DOC SEVERINSEN INC. FSO DOC SEVERINSEN AND HIS NOW GENERATION BRASS FEATURING TODAY'S CHILDREN IN THE AMOUNT OF \$12,500.00.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized and directed to execute a contract with Doc Severinsen Inc. FSO Doc Severinsen and his Now Generation Brass featuring Today's Children, which contract shall provide for a performance to be given by said band on February 1, 1976 in return for payment by the City of Centerville in the amount of \$12,500.00. A copy of said contract is attached hereto, marked Exhibit A and incorporated herein.

PASSED this 20th day of October, 1975.

[Signature]
Mayor of the City of Centerville, Ohio

ATTEST:

[Signature]
Clerk of the Council of the City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 54-75, passed by the Council of the City of Centerville, Ohio, on the 20th day of October, 1975.

[Signature]
Clerk of the Council

Approved as to form and legality with existing charter of the City of Centerville, Ohio.

[Signature]
Municipal Attorney

CHICAGO
LOS ANGELES
LONDON
NEW YORK
PARIS
ROME

WILLIAM MORRIS AGENCY, INC.
1350 AVENUE OF THE AMERICAS • NEW YORK, N. Y. 10019 • (212) 586-5100



B-2B19457

Cable Address
WILLMORRIS
TELETYPE 570165

151 El Camino
Beverly Hills, California 90212
(213) 274-7451 - 272-4111

435 North Michigan Avenue
Chicago, Illinois 60611
(312) 467-1744

2325 Crestmoor Road
Nashville, Tennessee 37215
(615) 385-0310

THIS CONTRACT for the personal services of musicians on the engagement described below, made this 2nd day of OCTOBER 19 75, between the undersigned Purchaser of Music (herein called "Employer") and TWELVE 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 CENTERVILLE EAST HIGH SCHOOL AUD., CENTERVILLE, OHIO
Print Name of Band or Group DOC SEVERINSEN ORCH. INC. Iso DOC SEVERINSEN AND HIS NOW GENERATION BRASS FEATURING TODAY'S CHILDREN

2. Date(s), starting and finishing time of engagement TWO 45 MINUTE SETS COMMENCING 8PM ON FEBRUARY 1, 1976

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

4. WAGE AGREED UPON \$ 12,500.00 FLAT
(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: SEE BELOW
(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.

8. Employer will pay all the costs of any musicians (including contractor) as may be required pursuant to a minimum number of men law adopted by the AFM local having jurisdiction over this engagement other than those musicians furnished by the Leader as part of the Leader's regular group.

Additional terms and conditions appear on reverse side. cap - 4000 ATTACHED RIDER IS PART OF THIS
tix \$5 CONTRACT & MUST BE SIGNED BY ALL
gp - \$20,000 PARTIES CONCERNED.

SPECIAL PROVISIONS:

Musicians' names or likenesses may not be used as an endorsement of any product or service nor in connection with any commercial tie-up without musicians' prior written consent.

On or before Jan. 1, 1976, Employer to deposit \$6250 to & in the name of WILLIAM MORRIS AGENCY, INC., 435 N. Michigan, Chicago, Ill. in the form of a cashier's or certified check or money order. Balance due Employees night of engagement prior to show time in the form of a cashier's or certified check or money order.

Employee may cancel & terminate this engagement by giving Employer 30 days prior written notice in the event this engagement may conflict or interfere with the presentation, rehearsal or performance in any live, filmed or pre-recorded television program or series, TV pilot, motion picture, legitimate stage production or Las Vegas engagement in which Employee may appear, or in the unforeseen event in which Employee may have to render his services to the "Tonight Show" 802
CITY OF CENTERVILLE per MR. KENNING, CITY MGR. DOC SEVERINSEN 802
Local No.

X Signature of Employer X Signature of Leader

Print Street Address c/o Bud Robinson, 1100 N. Alta Loma
Print Street Address

Centerville, Ohio State Los Angeles, Calif. Zip Code 90069
City State City State Zip Code

513-277-8911 Chet Bauch
Telephone

C/M 9591
Ehlert

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



Names of Musicians	A. M. Local and U.S. Social Security Numbers (if any)		Direct Pay; and Pension Fund Contributions (where applicable)	
			\$ _____	\$ _____
Leader				

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.

Any musicians on this engagement are free to cease service hereunder by reason of any strike, ban, unfair list order or requirement of the Federation or of any Federation local approved by the Federation or by reason of any other labor dispute approved by the Federation, and shall be free to accept and engage in other employment of the same or similar character or otherwise, without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

Representatives of the Federation local in whose jurisdiction the musicians shall perform hereunder shall have access to the place of performance (except to private residences) for the purpose of conferring with the musicians.

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.

The Employer represents that there does not exist against him, in favor of any member of the Federation, any claim of any kind arising out of musical services rendered for such Employer. No musician will be required to perform any provisions of this contract or to render any services for said Employer as long as any such claim is unsatisfied or unpaid, in whole or in part. If the Employer breaches this agreement, he shall pay the musicians in addition to damages, 6% interest thereon plus a reasonable attorney's fee.

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.

RIDER ATTACHED TO AND MADE PART OF A.F.M. CONTRACT DATED
OCTOBER 2, 1975 BETWEEN DOC SEVERINSEN ORCHESTRAS,
INC. And His Now Generation Brass Featuring Today's Children
and CITY OF CENTERVILLE, OHIO per (hereinafter called Employer).
MR. KENNING, CITY MANAGER

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

A. A deposit of \$6250.00 shall be paid to and in the name of William Morris Agency, Inc., ~~XX~~ not later than January 1, 1976.

B. The balance shall be paid by Employer to DOC SEVERINSEN or his designated representative, not later than intermission of the performance hereunder. All payments shall be made in full without any deductions.

2. BILLING: DOC SEVERINSEN AND HIS NOW GENERATION BRASS FEATURING TODAY'S CHILDREN are to receive 100% sole-star billing "on all advertising, publicity, marquees, posters, flyers, etc." No other artist is to be billed in a larger type-size than DOC SEVERINSEN AND HIS NOW GENERATION BRASS FEATURING TODAY'S CHILDREN.

3. DOC SEVERINSEN will have the option to close the show.

4. RECORDINGS AND PHOTOGRAPHS: Employer shall NOT have the right to record, broadcast, televise, photograph, or otherwise reproduce the visual and/or audio performance hereunder, or any part thereof.

✓ 5. TRANSPORTATION:

A. Employer agrees to meet all personnel in DOC SEVERINSEN SHOW upon arrival and at his sole expense provide transportation for said personnel to and from hotel, auditorium, airport, etc., from time of arrival to time of departure at conclusion of engagement.

✓ B. Employer agrees to meet and provide at his sole expense automobile transportation for shows stage manager and audio engineer at time of arrival to time of departure of said personnel and shows instruments, sound equipment, etc.

✓ C. Employer agrees to provide at his sole expense one twelve (12') foot (or larger) covered truck (NOT econoline type van) for transportation of forementioned equipment from time of arrival to time of departure. Employer also agrees to provide at his sole expense two (2) men to load and drive said truck.

6. DRESSING ROOM FACILITIES: Employer agrees to provide adequate dressing room facilities, each with mirrors, tables, and 110 volt electrical service. Required facilities are as follows:

A. One room for Mr. Severinsen (plus quick change room if required).

B. One room for eleven musicians (11).

C. One room for three (3) female singer-dancers.

D. One room for three (3) male singer-dancers.

7. EQUIPMENT: Employer agrees to provide at his sole expense the following list of equipment:

✓ A. One Hammond B-3 Organ with two (2) Leslie Speakers.

✓ B. One 32" pedal Timpani.

C. Two (2) 30" high backless stools.

D. Fifteen (15) music stands. (Metal, adjustable height, adjustable tilt, NOT dance band stands, e.g. Manhasset or Hamilton brands).

E. Eight (8) heavy duty microphone stands.

F. Three (3) eight foot (8') banquet tables. (One on stage, one in front of stage, and one in auditorium).

G. Sturdy staging, stairs, and platform risers as specified on attached stage schematic.

H. Drapping for all open risers, staging, sound equipment platforms and tables, and any otherwise unattractive stage units.

8. STAGE SPECIFICATIONS: Employer agrees to provide at his sole expense the following stage specifications:

- ✓A. Overall stage area must not be less than forty (40') feet wide and thirty (30') feet deep.
- ✓B. Platform stage should not be less than (4') four feet high.
- C. Sturdy platform risers on stage as per attached stage plot and as follows:
 - +1-One overall platform area twenty-four (24") inches high, twenty-four (24') feet long and eight (8') feet deep.
 - +2-One overall platform area sixteen (16") inches high, twelve (12') feet long, and eight (8') feet deep.
 - +3-One overall platform area eight (8") inches high, eight (8') feet long, and four (4') feet deep.
- D. Three (3) eight foot (8') banquet tables as mentioned in equipment list. One on stage, one in front of stage, and one in auditorium.
- I. There must be drapping on all open or otherwise unattractive staging, risers, tables, and other staging units. (As per equipment list.)
- ✓F. There must be stairs with handrails on both sides of platform stage (located eight (8') feet upstage).
- G. There must be a lighted backstage crossover behind platform stage or behind drapes on theater stage.
- ✓H. There must be at least eight (8') feet of space between stage and first row of seats.

✓9. SOUND SPECIFICATIONS: Employer agrees to provide and/or comply with the following:

- A. Employer agrees to provide at his sole expense the following sound system equipment:
 - 1-The equivalent of one (1) Altec A-7 with 150 watt drivers for every 500 seats in the auditorium.
 - 2-One-half ($\frac{1}{2}$) watt of power for each seat in the auditorium.
 - 3-Eight (8) heavy duty microphone stands (as per equipment list).
 - 4-Facilities for accepting either a 150 ohm or a 600 ohm line from the shows mixing console.
- B. All miking, mixing, and stage monitoring will be provided and must be operated by DOC SEVERINSEN or personnel designated by DOC SEVERINSEN.
- C. Mixing must be done from the house and console should be placed approximately forty (40') feet from the stage and twenty (20') feet right or left of center. Minimum area required for mixing console is five (5') feet wide and four (4') feet deep. (Employer will provide one five (5') to eight (8') foot banquet table for the shows mixing console) (as per equipment list).
- D. House or main sound system will accept mixed-down signal from the shows console and amplify said signal to an average level of 92 db (+ 3db) with peak power to exceed 96db (+ 3db).

✓10. LIGHTING SPECIFICATIONS: Employer agrees to provide at his sole expense the following:

- A. Three (3) spotlights, which must be super-troopers if throw to stage exceeds one-hundred (100') feet, and operators for said spotlights.
- B. Spotlights must contain the following colors:
 - 1-Light blue.
 - 2-Dark blue.
 - 3-Light pink.
 - 4-Dark pink.
 - 5-Straw.
 - 6-Red.
- C. Minimum of thirty (30) instruments of over-head and/or side lighting.

- ✓ D. Side and over-head lighting instruments should contain a mix of the following colors:

1-Red
2-Blue
3-Pink
4-Amber
5-White

E. Footlights, while desirable, cannot replace side and/or over-head lighting.

F. There must be communication between the stage area and all light operators.

11. ELECTRICAL SPECIFICATIONS: Employer agrees to provide at his sole expense the following:

A. Two (2) 20 amp., three-wire grounded, 16 gauge or heavier, circuits to shows mixing console in the house.

B. Three (3) 20 amp., three-wire grounded, 16 gauge or heavier, circuits terminating with four-way boxes on stage. One box 19' upstage center, one box 19' upstage and 10' stage right, and one box 19' upstage and 10' stage left.

C. All forementioned electric service must be completely isolated from all lighting equipment.

12. LABOR REQUIREMENTS: Employer agrees to provide at his sole expense the following:

- ✓ A. IN (Set-up): Four hour call plus one hour dinner break. Crew must include the following:

1-Stage manager.
2-Four (4) stage hands.
3-House Sound Man.
4-House Electrician.
5-If stage hands do not unload trucks then teamsters or other appropriate truck loaders must be furnished.

B. SHOW: Two hour call. Crew must include the following:

1-Stage manager.
2-House Sound Man.
3-House Electrician.
4-Three (3) spotlight operators.
5-Dimmer-board operator.

C. OUT (Strike): Two hour call. Crew must be the same men as used on set-up and must include the following:

1-Stage manager.
2-Four (4) stage hands.
3-If stage hands do not load trucks then teamsters or other appropriate truck loaders must be furnished.

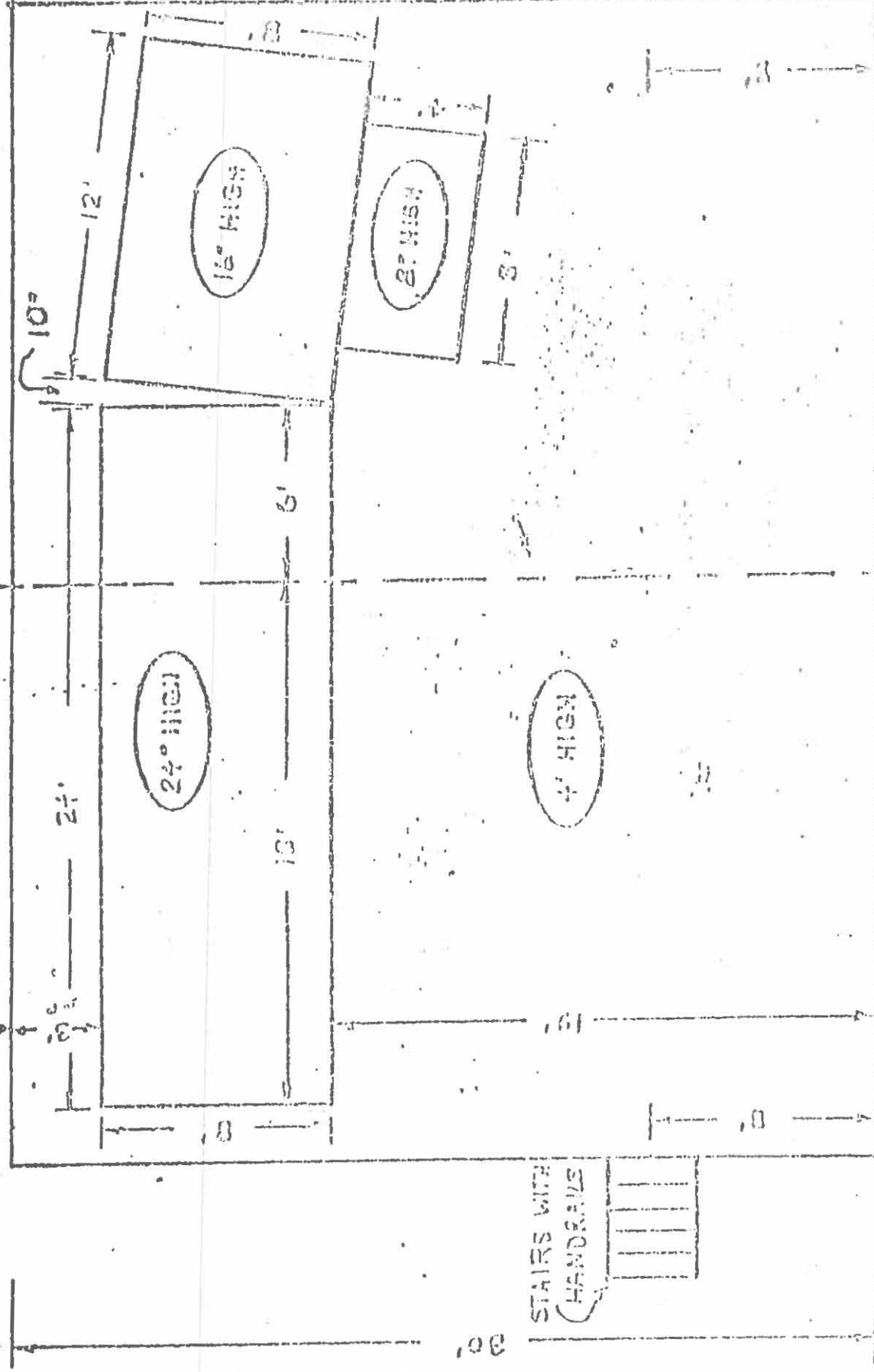
AGREED TO AND ACCEPTED:

DOC SEVERINSEN ORCHESTRAS, INC.

EMPLOYER

10/9/73

← LIGHTED SIGNIFICANCE



LEAVE 5' BETWEEN FIRST ROW OF SEATS & STAGE

STAGE SEATING SHOW & FLOOR PLAN SCALE: 3/16" = 1'

DRAPES FRONTS OF ALL PLATFORMS
IF THEY ARE OPEN
OR OTHERWISE UNATTACHED

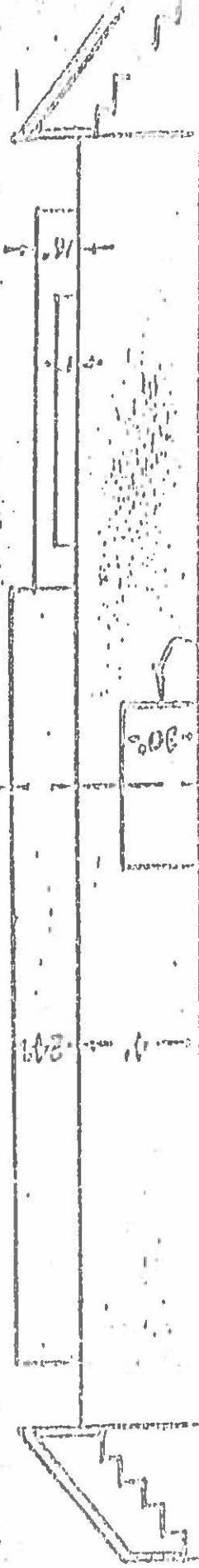


TABLE (OR APERTURE) FOR
MONITOR SEERANGES

DOCS SEVERAL INSHEN SHOW
FRONT ELEVATION
SCALE: 3/16" = 1'

PLEASE NOTE CAREFULLY

Your attention is called to the fact that effective as of September 15, 1972, the American Federation of Musicians has enacted legislation affecting American Federation of Musicians by-laws. Included in this legislation is the following:

"Contracts that have been altered or emasculated by additions to or deletions from the printed terminology embodied therein are totally unacceptable to the Federation and/or any of its local unions. Negotiating such an instrument with an employer will be construed as a breach of the A.F.M. Booking Agent Agreement. Any member signing and performing under such a contract will be subject to the charges and resultant penalties."