



Contract Blank

Associated Musicians of Greater New York

LOCAL 802, AMERICAN FEDERATION OF MUSICIANS, NEW YORK 19, N. Y.

THIS CONTRACT for the personal services of musicians, made this 17 day of May, 1961, between the undersigned employer (hereinafter called the "employer") and Four (4) musicians (hereinafter called "employees").
(Including the Leader)

WITNESSETH, That the employer hires the employees as musicians severally on the terms and conditions below. The leader represents that the employees already designated have agreed to be bound by said terms and conditions. Each employee yet to be chosen shall be so bound by said terms and conditions upon agreeing to accept his employment. Each employee may enforce this agreement. The employees severally agree to render collectively to the employer services as musicians in the orchestra under the leadership of RANDY WESTON as follows:
Name and Address of Place of Engagement VILLAGE GATE, 185 Thompson St. NYC

Date(s) of Employment MAY 23 TO June 11 - Mondays off
Hours of Employment 9:30 PM - 3 AM - 3 shows unitely

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

The employer is hereby given an option to extend this agreement for a period of _____ weeks beyond the original term thereof. Said option can be made effective only by written notice from the employer to the employees, not later than _____ days prior to the expiration of said original term, that he claims and exercises said option, and a copy of said notice shall be filed with the local in whose jurisdiction the engagement is to be played.

WAGE AGREED UPON \$ 510.00 (Five Hundred Ten and 00/100) per week -
(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.
To be paid Upm Conclusion of each week's engagement
(Specify when payments are to be made)

Upon request by the American Federation of Musicians of the United States and Canada (herein called the "Federation") or the local in whose jurisdiction the employees shall perform hereunder, the employer either shall make advance payment hereunder or shall post an appropriate bond.

ADDITIONAL TERMS AND CONDITIONS

If any employees 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 for persons who for any reason do not perform any or all services. The employer shall at all times have complete control over the services of employees under this contract, and 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 employees to perform is subject to proven detention by sickness, accidents, or accidents to means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the control of the employees. On behalf of the employer the leader will distribute the amount received from the employer to the employees, 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 employee, 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 employee hereunder to the Federation pursuant to its Constitution, By-laws, Rules, Regulations and Orders.

Any employees who are parties to or affected by this contract are free to cease service hereunder by reason of any strike, ban, unfair list order or requirement of the Federation, and shall be free to accept and engage in other employment of the same or similar character or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

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

The performances to be rendered pursuant to this agreement are not to 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 between the employer and 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 any such employer. No employee 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 employees, in addition to damages, 6% interest thereon plus a reasonable attorney's fee.

The employer, in signing this contract himself, or having same signed by a representative, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein, and, if applicable to the services to be rendered hereunder, acknowledges his liability to provide workmen's compensation insurance and to pay social security and unemployment insurance taxes.

To the extent permitted by applicable law, there are incorporated into and made part of this agreement, as though fully set forth herein, all of the By-laws, Rules and Regulations of the Federation and of any local of the Federation in whose jurisdiction services are to be performed hereunder (insofar as they do not conflict with those of the Federation), and the employer acknowledges his responsibility to be fully acquainted, now and for the duration of this contract, with the contents thereof.

The undersigned, whether signing this contract as principal, agent or otherwise, in order to induce Local 802, A. F. of M., to approve this contract, personally undertakes to pay, and will be principally responsible for the payment of all sums required to be paid hereunder.

APPROVED

VILLAGE GATE Employer's Name
A. D'Luigoff Signature of Employer
185 Thompson St Street Address
New York 12 NY City State

RANDY WESTON Leader's Name
Randy Weston Signature of Leader
330 1st Ave Street Address
BKLYN City State

802 Local No.
GR 5-5120 Phone

MAY 19 1961