



CONTRACT BLANK

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")

ATTACHED RIDER IS HEREWITH MADE A PART OF THIS CONTRACT



1370 Avenue of Americas
New York, New York 10019
Phone: (212) 489-8027

Musicians Agreement No. 5898

RECEIVED \$3700-

9200 Sunse Boulevard
Los Angeles, Calif. 90069
Phone: (213) 273-3177

DATE 1/13/75

Artists' Manager

THIS CONTRACT for the personal services of musicians on the engagement described below, made this 19 Nov. 19 74 between the undersigned Purchaser of Music (herein called "Employer") and 1 + 1 musicians.*

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 Physical Activities Complex, University of Waterloo, Waterloo, Ontario, Canada

Print Name of Band or Group LEONARD COHEN PRODUCTIONS, FSO LEONARD COHEN

2. Date(s), starting and finishing time of engagement January 30, 1975

3. Type of Engagement (specify whether dance, stage show, banquet, etc.) one show at 8PM

4. WAGE AGREED UPON \$ 7500.00 + 60% of gross gate receipts after taxes over \$15,000.00 (4200 seats, house scaled to approx. \$21,000.00) + \$750. for All Sound

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: Deposit in the amount of \$3750.00 made payable to Magna Artists Corp. is required by Jan. 2. Balance to artist (Specify when payments are to be made) at intermission in cash, certified check or money order.

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.

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.

Fiedler/Finkelstein Co. (Continued on reverse side) Leonard Cohen, Prods. FSO
50 Alexander St. OF STUDENTS. LEONARD COHEN 406

X Print Employer's Name
Signature of Employer
CAMPUS CENTRE, UNIVERSITY
SUITE 1404
OF WATERLOO
WATERLOO, Ontario Canada
116-961-1616 (519) 885-0270
Telephone

X Print Leader's Name Local No.
Signature of Leader
Leader's Home Address
Ed Rubin, Magna Artists 005898
Booking Agent Agreement No.

RIDER TO CONTRACT DATED 11/19/74 BETWEEN LEONARD COHEN, PRODUCTIONS, INC. FSO LEONARD COHEN (HEREINAFTER REFERRED TO AS ARTIST) AND Fredley Finkelstein (HEREINAFTER REFERRED TO AS "OPERATOR") FEDERATION OF STUDENTS

THE FOLLOWING PROVISIONS SHALL BE DEEMED INCORPORATED IN AND MADE PART OF THE ANNEXED AGREEMENT:

A: One Hammond B 3 Organ in proper working condition with two Leslie tone cabinets is to be provided by the Operator. Organ must also have Leslie speed control switch and proper bench.

B: Operator is to supply one grand or baby grand piano with bench. Piano must be tuned to Standard 440 Pitch on day of concert.

C: Operator is to supply a sound mixing platform a minimum of eight (8) feet wide by eight (8) deep and four (4) feet high and it must be located half way back in the hall, right of house center. There must be (3) three chairs on the platform. In houses with permanent seating, provisions must be made to locate sound mixing console and equipment in above position.

D: Operator shall provide at his sole cost and expense, beside items listed above, two ~~super~~ troupers with operators. Said troupers to have assortment of color gels. There must also be headset communication between backstage and said operators. Said operators to be under the direction of Artist's stage manager.

E: Operator agrees to furnish at his sole cost and expense at least four (4) stage hands who will help bring in the equipment and take out the equipment that Artist will furnish for audio amplification.

F: Operator must insure that the sound company, lighting and all stage personnel be completely set up and at Artist's disposal for sound and technical check at least three hours prior to the opening of the doors to the public.

NOTE: The above does not mean that all necessary equipment be brought in three hours prior. It means simply to please have the above ready in working condition three hours prior.

G: Facility must have three adequate dressing rooms with locks and private bathroom facilities. Operator must also provide and insure proper backstage and dressing room security. No one to be allowed backstage either prior, during or after performance without Artist's (and/or representative's) approval.

H: It is understood and agreed that there are no opening acts on this program!!

I: Artist to receive 100% Top Billing in all advertising.

J. Artist shall receive twenty (20) complimentary tickets for engagement hereunder.

K. Operator shall have available in Artist's dressing room facility to make hot tea (electric hot plate) plus tea bags, honey, lemons, cups and saucers and water.



ACCEPTED AND AGREED



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