



# Contract Blank

## AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")  
LOCAL NUMBER 47

THIS CONTRACT for the personal services of musicians, made this 1<sup>st</sup> day of March, 1958, between the undersigned employer (hereinafter called the employer) and 3 musicians (hereinafter called employees) represented by the undersigned representative. (Including Leaders)

WITNESSETH, That the employer employs the personal services of the employees, as musicians severally, and the employees severally, through their representative, agree to render collectively to the employer services as musicians in the orchestra under the leadership of Howard M Roberts, according to the following terms and conditions:

Name and Address of Place of Engagement Liberty Records Inc.  
Date(s) of employment March 1st, 1958  
Hours of employment 3:00 pm - 6:00 pm

Type of engagement (specify whether dance, stage show, banquet, etc.) Phonograph records

CONTRACT RECEIVED

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.

PRICE AGREED UPON \$ Union scale (Terms and Amount) 165

DON MORRIS  
ASSISTANT TO PRESIDENT

This price 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 \_\_\_\_\_ (Specify When Payments Are to Be Made)

### ADDITIONAL TERMS AND CONDITIONS

The employer shall at all times have complete control of the services which the employees will render under the specifications of this contract. 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. The employer hereby authorizes the Leader on his behalf to replace any employee who by illness, absence, or for any other reason does not perform any or all of the services provided for under this contract. Upon request by 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.

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.

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, whose services hereunder or covered hereby, are prevented, suspended or stopped by reason of any lawful strike, ban, unfair list order or requirement of the Federation, 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.

The Business Representative of the Local of the Federation 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 as long as any such claim is unsatisfied or unpaid, in whole or in part.

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.

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.

It is expressly agreed by all parties hereto that, pursuant to Section 1647.5 of the Labor Code of California, Chapter 454 of the Laws of 1939, all controversies arising out of this contract as to its existence, validity, construction, performance, non-performance, breach, operation, continuance, termination, or other reason shall be submitted to, heard, arbitrated and determined by the International Executive Board of the American Federation of Musicians, pursuant to and in accordance with the laws, rules and regulations of the said Federation and its rules applicable thereto and in accordance with the laws, rules and regulations of the said Federation regulating the relations of its members to employment agencies, and by which such agencies and members are governed. And the parties hereto agree to provide reasonable notice to the Labor Commissioner of the time and place of the hearing, which he shall be entitled to attend.

Name of Employer Liberty Records, Inc

Accepted by Employer Li Warshaw

Street Address 1556 N. La Brea

Accepted Howard M Roberts

City Hollywood State Calif

Address 5218 Hermitage Ave N.H.

Phone HO 20811

By \_\_\_\_\_ (Representatives of Employees)

If this contract is made by a licensed booking agent, there must be inserted on the reverse side of the contract the name, address and telephone number of the collecting agent of the local union in whose jurisdiction the engagement is to be performed.

Collecting Agent of Local \_\_\_\_\_

Address \_\_\_\_\_

City

State \_\_\_\_\_

Telephone \_\_\_\_\_

3/1/58 Liberty Mo

	NAMES OF EMPLOYEES	LOCAL NUMBER	S. S. NUMBER	WAGES
G 1.	Howard Roberts (Leader)	47		\$ 82.50
B 2.	Bob Enevoldson	47		41.25
D 3.	Alvin Stoller	47		41.25
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
27.				
28.				
29.				
30.				
31.				
32.				
33.				
34.				
35.				

POST

PAID MAR 25 1958

165<sup>00</sup>/