

MAD SCIENCE® PRESENTS STAR TREK LIVE

PRODUCED BY MAD SCIENCE PRODUCTIONS, INC.

And Represented by

THE BRAD SIMON ORGANIZATION, INC.

155 WEST 46TH STREET, 5TH FLOOR, NEW YORK, NY 10036

PHONE: (212) 730-2132 FAX: (212) 730-2895

brad@bsoinc.com www.bsoinc.com

ISSUED DATE: **Friday, April 29, 2011**

PERFORMANCE DATE: **Friday, November 4, 2011**

BY AND BETWEEN: **Hardin County Schools Performing Arts Center (PAC)
384 W.A. Jenkins Road, Elizabethtown, KY 42701**

herein represented by **Bart Lovins**, its **Director** ;(hereinafter referred to as the "Purchaser")

AND: **Mad Science Productions Inc.**, having its principal place of business at 8360 Bougainville Street, suite 202, Montreal, Quebec
H4P 2G1, herein represented by Leonard Lipes, its Director (hereinafter referred to "Mad Science")

WHEREAS the Purchaser operates a venue known as **Hardin County Schools Performing Arts Center** ("Venue") located at: **384 W.A. Jenkins Road, Elizabethtown, KY 42701.**

WHEREAS Mad Science is in the business of producing and presenting science performances for children;

WHEREAS the Purchaser wishes to engage Mad Science to present performances to children in the English language within the Venue;

WHEREAS the Purchaser will make available certain premises to Mad Science within the Venue on the terms and conditions as more particularly herein set out for the purpose of providing to Mad Science a venue for the presentation of its performances.

IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - PERFORMANCES

1.1 The Purchaser hereby engages Mad Science and Mad Science agrees to present in the Theatre (hereinafter defined), theatrical performances directed to children's audiences involving educational and entertaining elements from Mad Science's proprietary science program, more specifically, "**STAR TREK LIVE!**" (the "Performances"), during the period commencing **Thursday, November 3, 2011** and continuing through **Friday, November 4, 2011** (the "Engagement Period") during the term of this Agreement in accordance with the following:

1.1.1 The Performances will be presented daily during an eight hour period; and

1.1.2 There will be a total of two (2) school performances of sixty (60) minutes each, at 9:30AM and 12:00PM on Friday, November 4, 2011 (load-in evening of Thursday, November 3, 2011, exact time TBD); and

1.1.3 Each of the Performances will be presented by two (2) person(s) who have been fully trained by Mad Science;

1.2 In respect of the production and presentation of the Performances, Mad Science will be responsible, at its sole cost and expense, for:

1.2.1 Conceptualisation and design;

1.2.2 Scripting and all other artistic content;

1.2.3 Recruiting the required number of performers as well as an appropriate number of back up performers to ensure fulfilment of the schedule of Performances;

1.2.4 Training, in the city of Montreal, province of Quebec, Canada, the required number of performers as well as the appropriate number of back-up performers to ensure fulfilment of the schedule of Performances;

1.2.5 Obtaining the costumes, props and other supplies that are necessary for the Performances and packing them for shipment;

1.2.6 Shipping the costumes, props, stage sets and other supplies required for the Performances, to the Venue;

1.2.7 Providing a stage manager/technician at the Theatre to supervise the Performances on a day to day basis and to dispose of all non-toxic chemicals used during the production at the expense of Mad Science.

1.3 In respect of the production and presentation of the Performances, the Purchaser will be responsible, at its sole cost and expense, for:

- 1.3.1 Providing crowd supervision and security services, including without limitation for the protection of the stage set, the supplies and other property belonging to Mad Science which is located within the Theatre.
- 1.3.2 Providing and installing a stage suitable for the Performances.
- 1.3.3 Providing the appropriate sound and lighting to support the Performances.

SECTION 2 - USE OF PREMISES

2.1 The Purchaser hereby grants to Mad Science the right to occupy and use the Venue throughout the Engagement Period during the term of this Agreement, on an exclusive and rent-free basis between the hours of 7:00 AM and 10:00 PM on a daily basis.

2.2 throughout each Engagement Period during the term of this Agreement, the Purchaser, at its own cost and expense, will:

- 2.2.1 Maintain the Theatre as well as the Adjacent Premises in good condition, clean, well lit (where applicable) with electrical and water services.

2.3 Employees or agents of Mad Science will have the right two (2) days prior to and two (2) days following each Engagement Period during the term of this Agreement to enter the Venue in order to access the Theatre and the Adjacent Premises.

2.4 The Purchaser will maintain in full force and effect, such policies of insurance in respect of the Theatre and the Adjacent Premises and in such amounts as would be maintained by a prudent owner of similar premises. In all such policies of insurance, Mad Science will be named as an additional insured party. In addition, both Mad Science and the Purchaser shall each individually maintain comprehensive general liability insurance acceptable to each other and subject to limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for personal injury (including death) and damage to property including loss of use thereof. The Purchaser shall assume liability for any theft of goods or fixed assets related to the Performances. The Purchaser further requires Mad Science to name the Purchaser as an additional insured party.

2.5 Mad Science acknowledges that the Purchaser and all persons authorized by it shall have the right from time to time and without notice to enter onto the Theatre and the Adjacent Premises for any purpose that it may reasonably require and such entry shall not be deemed to be an interference with Mad Science's rights or privileges hereunder.

SECTION 3 - PAYMENT OF FEES

Compensation Agreed Upon (U.S. Currency): **Five-thousand five-hundred dollars (\$5,500.00) guaranteed, plus two (2) double hotel rooms for two (2) nights, and all rider requirements at no additional expense to Mad Science.**

3. Purchaser will make payments (U.S. Currency) as follows:

- (3.1) \$2,750.00** shall be paid by PURCHASER to and in the name of **The Brad Simon Organization, Inc.** by **certified check, company check or bank wire** on or before signing of contracts to be received by **May 29, 2011.**
- (3.2) \$2,750.00** shall be paid by PURCHASER in certified check on Day of Engagement payable to **Mad Science Productions, Inc. prior to first performance.**
- (3.3)** Additional payments, if any, from shall be paid by PURCHASER in cash or certified check made payable to and sent to Mad Science Productions, Inc. to be received no later than seven (7) business days following the performance.
- (3.4)** Any party required to reimburse another party or to make a payment to the other party will also be required to pay applicable taxes thereon.
- (3.5)** All funds received are non-refundable provided Mad Science is not in breach of this agreement as provided for in section 8.
- (3.6)** PURCHASER agrees that the AGENT may release MAD SCIENCE'S portion of the engagement deposit to MAD SCIENCE in advance of the engagement. In the event that MAD SCIENCE cancels this engagement, for reasons other than negligence or default by the PURCHASER, MAD SCIENCE and AGENT will return their respective portions of the deposit to the PURCHASER within three (3) business days following notification of the cancellation.

**Bank wire information: The Brad Simon Organization, Inc.,
Special Account, Citibank, N.A., Park Ave. & 57th Street, New York,
NY 10022 Routing# 021000089 Account # 02647342
Fed ID # 13-3136260**

SECTION 4 - TERM

4.1 The term of this Agreement will be for the period commencing on the date of the signing of this Agreement and terminating on **Friday, November 4, 2011** at Midnight following stage strike.

SECTION 5 - MARKETING, ADVERTISING AND PROMOTION

5.1 The Purchaser will, at its own cost and expense, market, advertise and promote the Performances at the Venue and in connection therewith, the Purchaser will be entitled to use the **MAD SCIENCE** trademark owned by Mad Science. However, the Purchaser agrees to submit to Mad Science, all marketing, advertising and promotional materials which bear the **MAD SCIENCE** trademark for prior approval, which approval will not be unreasonably withheld. These materials submitted to Mad Science may be deemed by the Purchaser to be approved if they are not disapproved of within seven (7) business days of their receipt.

5.2 The Purchaser acknowledges that for the purpose of these specific performances, Mad Science has undertaken third party license agreements with CBS CONSUMER PRODUCTS for the television and film property **STAR TREK**. Further, the Purchaser agrees that it will not use associated words, artwork or logo's connected to these properties in any reproduction of marketing, advertising, promotional material and on-site signage without the pre-approved written consent of **MAD SCIENCE**. These materials submitted to Mad Science may be deemed by the Purchaser to be approved if they are not disapproved of within seven (7) business days of their receipt.

SECTION 6 - NON-COMPETITION

6.1 Mad Science will not present performances which involve science to public audiences or be advertised to present such performances to the public during the Engagement Period as outlined in this Agreement within the Venue's city region.

SECTION 7 – CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

7.1 The Purchaser recognises and acknowledges that it will be made privy to certain information concerning the business and activities of Mad Science, including names of Performers, methods, procedures, designs, specifications, materials, ideas, sources of performers, production costs, programs, plans and projects, which are valuable, special and unique assets of the business of Mad Science or its affiliated companies and further recognises and acknowledges that such information is of a proprietary and confidential nature and is a trade secret of Mad Science. The Purchaser will maintain the absolute confidentiality of all such information during the term of this Agreement and after its termination or expiration for any reason whatsoever and will not disclose any such information for any reason whatsoever to any third party or to any of its employees except to the extent necessary to fulfil its obligations under this Agreement. The Purchaser further agrees not to use any such information during the term of this Agreement or after its termination or expiration for any reason whatsoever, directly or indirectly, or in any other business or in any other manner or obtain any benefit therefrom not specifically approved in writing by Mad Science.

7.2 All designs for stage sets, soundtracks and other items provided by Mad Science to the Purchaser and all marketing, advertising and promotional materials which bear the

trademark **MAD SCIENCE**, whether prepared by or on behalf of Mad Science or the Purchaser, will at all times, both during the term of this Agreement and after its termination or expiration for any reason, be the exclusive property of Mad Science and the Purchaser agrees to immediately deliver any copies of same in its possession to Mad Science upon the termination or expiration of this Agreement.

7.3 The Purchaser acknowledges that the trademark **MAD SCIENCE** is owned by Mad Science and when used by the Purchaser will be accompanied by wording identifying Mad Science as the owner thereof.

SECTION 8 - TERMINATION

8.1 Mad Science, at its option, may terminate this Agreement without any further notice upon the occurrence of any one of the following events:

8.1.1 Should the Purchaser fail to make any payment to Mad Science required hereunder to be made and should such default continue for five (5) days after written notice has been given by Mad Science to the Purchaser;

8.1.2 Should the Purchaser breach or fail to observe or perform any provision or obligation contained in this Agreement and should such default continue for a period of fifteen (15) days after written notice (stating the nature of the default and requiring it to be remedied) has been given by Mad Science to the Purchaser.

8.2 The Purchaser may, at its option, terminate this Agreement, without any further notice upon the occurrence of any one of the following events:

8.2.1 Should Mad Science fail to make any payment to the Purchaser required hereunder to be made and should such default continue for five (5) days after written notice has been given by the Purchaser to Mad Science;

8.2.2 Should Mad Science breach or fail to observe or perform any provision or obligation contained in this Agreement and should such default continue for a period of fifteen (15) days after written notice (stating the nature of the default and requiring it to be remedied) has been given by the Purchaser to Mad Science.

SECTION 9 - INDEMNIFICATION

9.1 Mad Science shall indemnify and save harmless the Purchaser, its directors, officers, employees and agents for any claims, damages, costs, expenses or losses by or to property or persons occasioned by or attributed to anything done or omitted to be done by Mad Science under this Agreement.

9.2 Purchaser shall indemnify and save harmless Mad Science, its directors, officers,

employees and agents for any claims, damages, costs, expenses or losses by or to property or persons occasioned by or attributed to anything done or omitted to be done by Purchaser under this Agreement.

SECTION 10 - SPONSORSHIP

10.1 Mad Science acknowledges that the Purchaser may solicit and accept third party sponsorship in exchange for financial considerations related to the Performances. Further, Mad Science acknowledges that it will not participate or share in the gross or net receipts of these financial considerations.

10.2 The Purchaser acknowledges that both Mad Science and CBS Consumer Products may have existing sponsorship relationships associated with it's brand or properties. Further, the Purchaser agrees that it will not accept third party sponsorship considerations of any type connected to the performances without pre-approved written consent from Mad Science, and that Mad Science may opt to disapprove the sponsorship request if it conflicts with pre-existing sponsorship agreements. These sponsorship requests submitted to Mad Science may be deemed by the Purchaser to be approved if they are not disapproved of within seven (7) business days of their receipt.

SECTION 11 - MISCELLANEOUS

11.1 Any notice, approval or other communication to be given hereunder will be given in writing, and will be delivered personally, sent by fax or mailed by registered mail, postage prepaid, at the following respective addresses:

To the Purchaser:

Name:	<u>Bart Lovins, Director / Hardin County Schools Performing Arts Center (PAC)</u>
Address:	<u>Hardin County Schools Performing Arts Center</u> <u>384 W.A. Jenkins Road</u> <u>Elizabethtown, KY 42701</u>
Phone:	<u>270-769-8837 x3</u>
Fax:	<u>270-769-8973</u>
Email:	<u>Bart.Lovins@Hardin.kyschools.us</u>

To Mad Science:

8360 Bougainville Street, Suite 202
Montreal, Quebec
Canada H4P 2G1
Attention: Mr. Leonard Lipes
Facsimile: 514-344-6695

or at any other address or facsimile number designated in writing by a party pursuant hereto. Any such communication (i) if delivered personally will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business

day next following the day of delivery, (ii) if sent by facsimile, will be deemed to have been received on the day of expedition, if a business day, or if not a business day, on the business day next following the day of expedition, or (iii) if mailed, will be deemed to have been received on the 3rd business day following such mailing.

11.2 Failure by either party to take action against the other will not affect its right to require full performance of this Agreement at any time thereafter. The waiver by either party of the breach of any provision of this Agreement by the other will not operate or be construed as a waiver of any subsequent breach by such party.

11.3 This is an Agreement between separate entities and neither is the agent, representative, master or servant of or possesses the power to obligate the other or to make any warranties or representations on behalf of the other. Nothing in this Agreement will be construed so as to create a relationship as partners, joint ventures, agents, mandatories, fiduciaries or any other similar relationship between the parties.

11.4 Purchaser hereby acknowledges and confirms that Mad Science is both a domestic and international franchiser with a growing system of independently owned and operated franchisees.

11.5 This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations and agreements. No amendment of this Agreement will be binding on the parties unless in writing.

11.6 This Agreement will be governed and construed in accordance with the laws of QUEBEC, CANADA.

In witness whereof, the parties have signed this Agreement this _____ day of _____.

PURCHASER

witness

Per:

Bart Lovins, Director
Hardin County Schools Performing Arts Center
(PAC)

MAD SCIENCE PRODUCTIONS INC.

witness

Per:

Mr. Leonard Lipes

Mad Science Productions “STAR TREK LIVE”

Performing Arts Centers -Technical Rider

Contact information:

For any questions or concerns about anything in this technical rider please contact:

Peter McGoldrick – Technical director

514-344-4181 x 118 phone

514-344-6695 Fax

Peterm@madscience.org

Please fax or email: a ground plan of the theatre and stage, lighting instrument schedule and house plot, the make and model of your lighting console, a current line set schedule, a description of your house sound system as well as dressing room and loading dock information.

Mad Science Cast & Crew:

1 x Actor

1x Actor/ Show Manager

1 x Crew: Technician

- ⇒ Mad Science Productions crew will oversee all aspects of the installation of the production, during show call we will require a sound and lighting technician to operate all aspects of the show.
- ⇒ Mad Science Productions will need access to 2 x 12' step ladders, and/or is scissor lift/Genie Lift.

Parking & Load In:

Mad Science Productions requires safe and adequate parking secured near the venue for one (1) 26' truck. Parking must be available from the night prior to load in to the night of load out. Please provide parking specifics as well as directions to your loading dock in the advance documents.

Mad Science Productions requires a dock level or ground level entrance door & passage to the stage that is a minimum of 65" wide x 72" high to accommodate a large set piece. . Freight elevators must be 120" deep x 65" wide if being used, and preferably able to carry a 10' long flat.

Labour:

Mad Science Productions requires a minimum of the following crew for load in and load out of the production. The stagehands should be solely for the purpose of loading and installing the set and be separate from the lighting and sound operators. Additional time or crew may be required at load in/out if the loading situation is exceptional. IE freight elevators, distance from loading dock, ramps, narrow hallways etc.

- ⇒ If the load in is the day/night before the first show: **4 Stagehands** needed for 4 hour load in and setup (To include lighting focus & cue programming)
- ⇒ If the load in is on show day 4 hours prior to doors opening to the public: **6 Stagehands** needed for 2 1/2 to 3 hour load in and setup (To include lighting focus & cue programming)
- ⇒ Load out after last performance: **4 Stagehands** needed for 2 hour load out

In order to facilitate an efficient load venues should prepare the following **in advance** of the truck arrival:

- ⇒ Ensure lighting has been hung (color list attached), and pre-focused. Please call or email if there are questions.
- ⇒ AC drops should be run or readily available.
- ⇒ Blue clip lights for backstage lighting should be placed or readily available.
- ⇒ Front of house audio set up: 3 wireless headset mic & wireless handheld mic at the FOH console, Clear Com run Down Stage Right, 2 XLR's run Down Stage Right/House Left for our AV console, side fills Stage Left & Right & 1 audio monitor in the wings Stage Right
- ⇒ Clothes rack setup backstage right.

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Hospitality:

Mad Science Productions consists of a cast & crew of 3. Please include local crew in count.

Mad Science Productions would appreciate the following:

Morning Breakfast – First call of the day to 10:00 AM

- ⇒ Coffee/Tea – cream & sugar
- ⇒ Juice & Milk
- ⇒ Bagels & Cream Cheese/Jam
- ⇒ Fruit & Yogurt

Lunch – (If first call of the day is 10:00 AM or later breakfast not required)

- ⇒ Fresh Vegetables and Fruit Tray **and vegetarian options.**
- ⇒ Cheese Tray kept separate from meat products.
- ⇒ Assorted deli meat/salads with bread and buns
- ⇒ Juice, water & soft drinks

Hot Meal - when required

- ⇒ The meal should have both meat **and vegetarian options.**
- ⇒ Juice, water & soft drinks
- ⇒ The serving time of this meal is to be decided during the advance of the show.

Dressing Rooms:

Mad Science Productions requires one dressing room with the following:

- ⇒ 2 fresh towels per show
- ⇒ 4 1L bottles of water at room temperature per show.
- ⇒ 4 chairs, 1 table, 1 mirror and a space to hang costumes on hangers.

Stage Requirements:

- ⇒ Mad Science Productions plays a 40' opening with a depth of 24' from the down stage edge to the upstage cyclorama.
- ⇒ A minimum of one set of stairs is necessary for volunteers and actors to access the stage from the audience.
- ⇒ **Ushers** to assist volunteer guests to and from the stage during the course of the performance.
- ⇒ A black curtain a minimum 20' upstage from the plaster line.

Audio:

- ⇒ A house sound engineer to balance a microphone mix and sound effects/music mix with the specific sound system being used for the production. The house sound engineer must be present for the load-in, show call, and load out.
- ⇒ Sound system appropriate for the venue. To also include: To be plugged into the Mad Science Av Console 2 wireless headset mics & 1 hand held wireless mic. To be plugged into the FOH console 1 spare wireless headset mic, 2 XLR's from the AV console and 2 insertable compressors.
- ⇒ Stage foldback for the actors' stage left and right (side fills) & **Monitor on a separate mix down stage right for technician, a hot spot or other mini monitor is suitable.** Monitor mix is from front of house.

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Audio Continued:

- ⇒ The Mad Science technician will run the audio/video cues from a small AV mixing console located Stage Left. We will require 2 x Female XLRs to tie the AV mixer into the house sound system. As well we will need the wireless mics plugged into the house mixer.
- ⇒ Please have the clear com system tested and functioning before the load in time.

Electrical:

Mad Science requires 6 x 20 amp Edison circuits for special effects and relay packs travelling with the production. These circuits should be non-dim and live during the setup and performances. We will need these AC drops in the following areas:

- ⇒ 5 - Up stage center
- ⇒ 1 - Down stage right

Please ensure that these circuits are not being shared with any other electrical loads or outlets in the building.

Special Effects:

Please be advised that Mad Science Productions uses smoke machines and compressed air cannons during set up and performances. Please ensure that this will not interfere with any of the building fire or smoke detection devices & please alert fire officials in advance if required.

Lighting:

Mad Science Productions will require a lighting console operator who is familiar with theatre's lighting equipment and who is capable of programming the show cues. A Mad Science Productions Show manager will call the show.

The lighting console should have chase and scene capabilities. The show will require the programming of about 12 different scenes/chases and/or 70 cues. (Subject to change)

Mad Science Productions will need the theatre to provide all the fixtures, gels and gel frames for the production. As well 2 x 10' stepladders and/or a Genie Lift/Scissor Lift will be required for the setup & takedown.

Given the nature of the show we will need to program the following types of scenes:

- ⇒ Some chases for music sequences (If the theatre has moving lights or special FX i.e.: intelligent lights, moving lights, mirror ball or disco lights, we would like to incorporate them into these sequences as well)
- ⇒ Some scenes will require house lighting to facilitate volunteer selections and segments of audience participation in the show. (Control over houselights plus white wash focused into the audience)
- ⇒ **Some scenes will require lights to be pointed out into the audience.** Depending on the pipe positions, this can be done from the 1st LX, left & right coves or down stage left and right booms.
- ⇒ 3- 4 color washes and or spots. Please set up top and back spots using the following colors: Green, White, Dark Blue and Aqua Blue/Turquoise.

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Lighting Continued:

Please use the chart below as a **guideline** for fixture selection, placement, quantities and color selection. Mad Science Productions will rely on the theatres lighting staff to hang an adequate amount of fixtures for an even coverage of the playing area. Similar gel colors and close color substitutions can be substituted from other gel manufacturers.

Mad Science uses 2 x 6' X 8' rear projection screens Stage left & right at the proscenium opening. Please ensure that the General wash can be focused off the screens and projection areas.

The Playing Area upstage of the proscenium is about 28' w x 16'd. The Playing Area downstage of the proscenium will be the depth & width of your apron. See attached ground plan.

Description	Colour	Location	Fixtures
Warm Front Wash	R02	FOH – Full Stage (L to R) & LX 1,2	Lekos as Required
Warm Wash (Down & High Sides) Light	R02	LX 1,2 – Colour Fill	4-8 Fresnels or Lekos as required
Blue Top (Down) Light	R80	LX 1,2 – Colour Fill	4-8 Fresnels
Red Spots Focus downstage	R 27	LX 1,2 – Colour Fill	4-8 Pars Narrow
Blue Spots Focus downstage	R80	LX 1, & 2	4-8 Pars Narrow
Green Spots Focus downstage	R86	LX 1, & 2	4-8 Pars Narrow
Turquoise Spots Focus downstage	R92	LX 1, & 2	4-8 Pars Narrow
White Spots Focus downstage	NC	LX 1, & 2	4-8 Pars Narrow
Audience spots/wash focused into front section of seating	R80	LX 1 Or Box Booms	4 - 8 Pars or Fresnels or Lekos
Audience spots/wash focused into front section of seating	R86	LX 1 Or Box Booms	4 - 8 Pars or Fresnels or Lekos
Audience spots/wash focused into front section of seating	R92	LX 1 Or Box Booms	4 - 8 Pars or Fresnels or Lekos
Audience spots/wash focused into front section of seating	NC	LX 1 Or Box Booms	4 - 8 Pars or Fresnels or Lekos
Mid Stage Center Shuttle Special 4' wide x 9' high Blue	R65	FOH or LX1	2 Lekos
Mid Stage Right Shuttle Special 4' wide x 9' high	NC	FOH or LX1	2 Lekos
Down Stage Left Podium Special. 4'x6'	NC	FOH or LX1	1 Leko
Red Wash Down Stage & Audience	R 27	FOH/LX1	4-8 pars or Fresnels
House Lighting Audience	NC	House fixtures	House fixtures or 4-8 pars/Fresnels
Blue Clip Light Back Stage	Blue Bulb or Gel	Back Stage Left, Right & Upstage	Clip Light with shade

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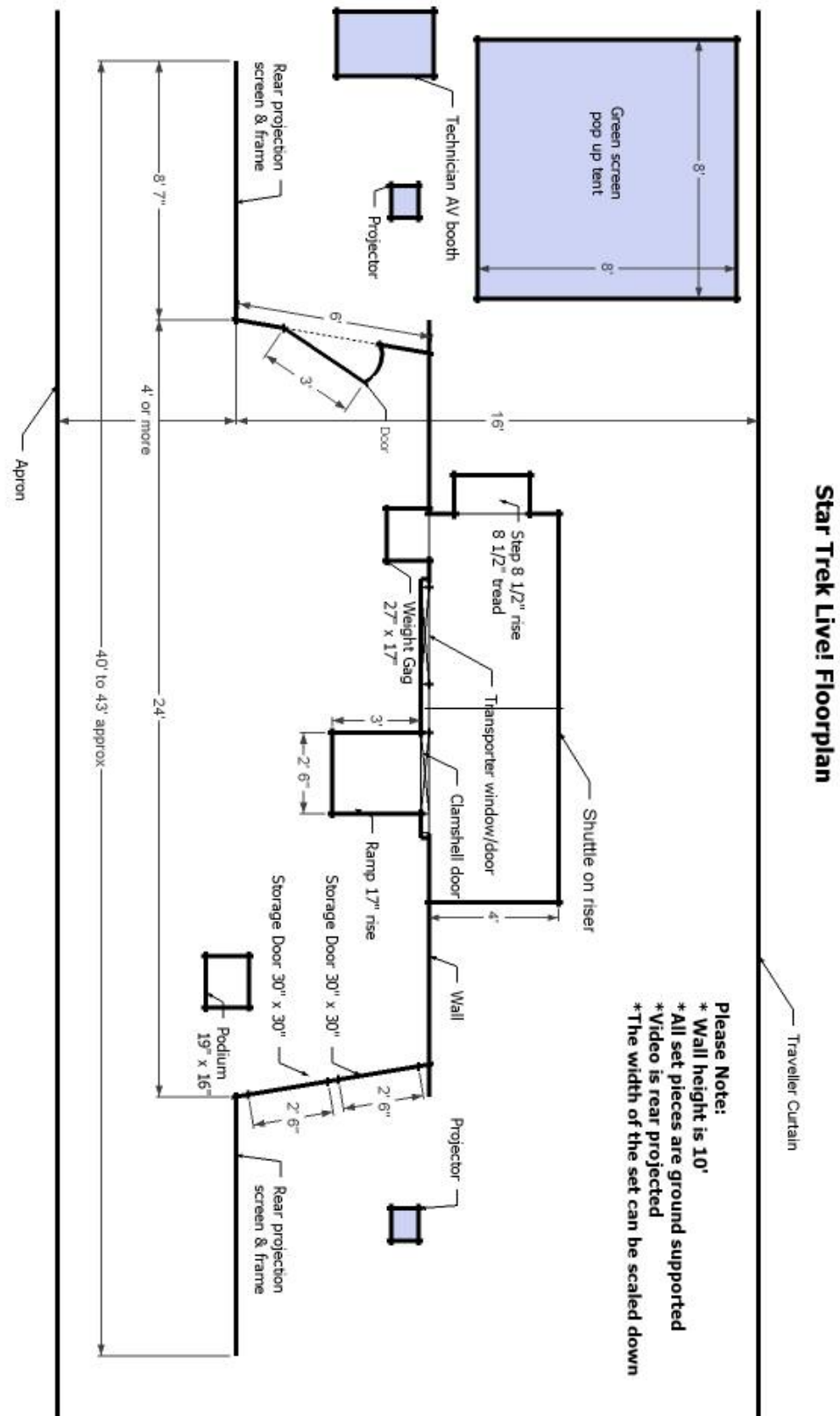
Lighting Continued:

Please set up the house lighting console on submasters. Have the 2 chases pre programmed prior to load in. Mad Science Productions technician will call the show on clearcoms.

Scene #	Scene Description	Lighting	Mad Science FX
	<u>SCENES</u>		
1.	Pre-show & Post-show	Mix of and green & blue/aqua spots onstage. House Lights.	
2.	General Stage	FOH wash (Full Stage Coverage), except for screens SR and SL.	
3.	Shuttle Landing	Blue wash onstage with very dim house lights. Red spots pulsing.	
4.	Shuttle Takeoff	Blue wash onstage with very dim house lights.	
5.	Audience “Retina” Scan	Red Wash onstage & in house used as a scan of the audience.	
6.	End of Show	Mix of color spots onstage and in audience chasing. Slow fade chase.	
	<u>CHASES</u>		
7.	End of Show Chase	Mix of color wash and color spots onstage chasing and FOH wash. (Chase Colors R80, R86, R92 & NC) Add moving lights when available.	
8.	Volunteer Selection	Chase of color washes and color spots onstage and in audience. Dim FOH wash House lights up. Stair lights (Chase Colors R80, R86, R92 & NC) Add moving lights and or disco FX when available.	
	<u>SPECIALS</u>	<i>(should be assigned to bump buttons & a group fader, if possible)</i>	
9.	Podium Spots Down Stage Left	No Color Specials on Podium	
10.	Shuttle Spots	Light Blue Specials on Shuttle	
11.	Shuttle Spots	No Color Specials on Shuttle	
12.	House & Stair Lights for guests	House Lights & Lights from 1st electrics lighting the stairs on to the stage & audience. (To be used together with other scenes)	

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**Please Complete & email to peterm@madscience.org or fax to:
ATTN: Peter. Fax#: 514-344-6695**

Venue: _____ **City/State:** _____

Address: _____

Phone Number: _____ **Show Dates:** _____

Show Times: _____ **Doors:** _____

Show Length: _____ **Intermission:** _____

Q & A Meet & Greet: _____ **School Groups:** _____

Technical Director: _____ **Contact Phone:** _____

Email: _____ **Dock Level In:** _____

Load In Date/Time: _____ **Load in Door size:** _____

Load Out Date/Time: _____ **Parking (Permits?):** _____

Loaders: _____ **Union Hall:** _____

Stage Size (playing area): _____ **Proscenium Size:** _____

Stairs Audience to Stage: _____ **Ushers during show:** _____

**Restrictions
(Effects/Smoke):** _____ **AC Outlets per rider:** _____

Balcony (In Use?): _____ **House AV/Projector:** _____

Theatre Capacity: _____ **Cyc or Back Curtain:** _____

House Curtain: _____ **Fly System:** _____

Notes: _____

Lighting Director: _____ **Contact Info:** _____

House Plot: _____ **Mix Position:** _____

Gels per rider: _____ **Moving Lights:** _____

Console: _____ **In House Hazer:** _____

Chase capability: _____ **In House Special
FX:** _____

Notes: _____

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Venue: _____ **City/State:** _____

Address: _____

Phone Number: _____ **Show Dates:** _____

Sound Director: _____ **Contact Info:** _____

Wireless mics per rider: _____ **Mix Position:** _____

Clearcoms:(Y/N): _____ **Monitors Onstage:** _____

Notes:

Producer/Client: _____ **Contact #:** _____

Hospitality Manager: _____ **Contact #:** _____

Catering per rider: _____

Notes:

Hotel: _____ **Contact #:** _____

Address: _____

Dates: _____ **# of Rooms:** _____

Confirmation #: _____

Confirmation #: _____

NOTES:

MAD SCIENCE PRESENTS STAR TREK LIVE CONFIRMATION/TERM SHEET

4/8/2011

This confirmation/ term sheet made this **April 8, 2011** by and between **Mad Science Productions, Inc. (Mad Science)** as owner and operator of the Show known as **Mad Science Presents STAR TREK LIVE (Show)** and **Bart Lovins, Director / Hardin County Schools Performing Arts Center (PAC)** (Purchaser) as operator of the **Hardin County Schools Performing Arts Center (PAC)** (Venue) in **Elizabethtown, KY**.

Mad Science Productions, Inc. and Purchaser agree as follows:

ENGAGEMENT DATA

DAY	DATE	SHOW TIMES
Load In: Thursday	November 3, 2011	Evening, exact time TBD.
Performance: Friday	November 4, 2011	2 – School performances at 9:30AM and 12:00PM.
Load Out: Friday	November 4, 2011	Following final performance.

VENUE CAPACITY:

- 745

TICKET PRICING:

▪

FEE:

- Five-thousand five-hundred dollars (\$5,500.00) guaranteed
- 2 double first-class hotel rooms for 2 nights

PAYMENT SCHEDULE:

- \$2,750.00 made payable to The Brad Simon Organization, Inc. with the return of the partially executed contract due 30 days after the contract issued date.
- \$2,750.00 made payable to Mad Science Productions, Inc. prior to first performance.
- PURCHASER agrees that the AGENT may release Mad Science's portion of the engagement deposit to Mad Science in advance of the engagement. In the event that Mad Science cancels this engagement, for reasons other than negligence or default by the PURCHASER, Mad Science and AGENT will return their respective portions of the deposit to the PURCHASER within three (3) business days following notification of the cancellation.
- Presenter agrees to pay for all Venue expenses for the presentation of the Show, including, but not limited to: all technical rider requirements, Venue fees and charges, entire advertising and PR campaign, insurance and local stagehands.

MARKETING, ADVERTISING AND PROMOTION

The Purchaser will, at its own cost and expense, market, advertise and promote the Performances at the Venue and in connection therewith, the Purchaser will be entitled to use the **MAD SCIENCE** trademark owned by Mad Science. However, the Purchaser agrees to submit to Mad Science, all marketing, advertising and promotional materials which bear the **MAD SCIENCE** trademark for prior approval, which approval will not be unreasonably withheld. These materials submitted to Mad Science may be deemed by the Purchaser to be approved if they are not disapproved of within seven (7) business days of their receipt.

The Purchaser acknowledges that for the purpose of these specific performances, Mad Science has undertaken third party license agreements with CBS CONSUMER PRODUCTS for the television and film property **STAR TREK**. Further, the Purchaser agrees that it will not use associated words, artwork or logo's connected to these properties in any reproduction of marketing, advertising, promotional material and on-site signage without the pre-approved written consent of **MAD SCIENCE**. These materials submitted to Mad Science may be deemed by the Purchaser to be approved if they are not disapproved of within seven (7) business days of their receipt.

4/8/2011

SPONSORSHIP

The Purchaser acknowledges that both Mad Science and CBS Consumer Products may have existing sponsorship relationships associated with its brand or properties. Further, the Purchaser agrees that it will not accept third party sponsorship considerations of any type connected to the performances without pre-approved written consent from Mad Science, and that Mad Science may opt to disapprove the sponsorship request if it conflicts with pre-existing sponsorship agreements. These sponsorship requests submitted to Mad Science may be deemed by the Purchaser to be approved if they are not disapproved of within seven (7) business days of their receipt.

VENUE CONTACT:

Name: Bart Lovins, Director / Hardin County Schools Performing Arts Center (PAC)
Address: Hardin County Schools Performing Arts Center, 384 W.A. Jenkins Road, Elizabethtown, KY 42701
Phone: 270-769-8837 ext. 3
Facsimile: 270-769-8973
Email: Bart.Lovins@Hardin.kyschools.us

VENUE ADDRESS: Hardin County Schools Performing Arts Center, 384 W.A. Jenkins Road, Elizabethtown, KY 42701

Please indicate your agreement to the above terms by signing this offer-deal memo and faxing a copy with your signature to 212-730-2895. The Brad Simon Organization, Inc. will issue a contract that will govern this engagement. Until such time as this contract is fully executed, this confirmation/term-sheet will be binding on both parties.

Offered By:



Date Offered:

4/12/11



April 8, 2011

Barbara Simon
The Brad Simon Organization, Inc.
155 West 46th Street, 5th Floor
New York, NY 10036
Fx: (212) 730-2895

RE: Letter of Agreement (Offer)

Barbara:

We at the Hardin County Schools Performing Arts Center (PAC) are very excited to be working with you to present **Mad Science's Star Trek: Live** as part of our 2011/12 Season. This is a *Letter of Agreement* (LoA) between the PAC and the Brad Simon Organization (BSO) for performances to take place under the conditions listed below:

1. Thursday, November 3, Evening: First Option for Load In
2. Friday, November 4:
 - 9:30AM student performance,
 - Noon student performance, and
 - Load Out immediately following second performance.
3. As presenter, the PAC will:
 - Provide total fee of \$5,500
 - Provide two double rooms for two nights, and
 - Meet all technical requirements as specified by artist's tech rider.

Please amend this LoA as necessary, sign and return via fax to (270) 769-8973. Please do not hesitate to contact us to discuss these arrangements in more detail.

We Agree:

HARDIN COUNTY SCHOOLS PERFORMING ARTS CENTER

By: [Signature]
Director, Bart Lovins

Date: 4/8/11
~~2/7/10~~

THE BRAD SIMON ORGANIZATION, INC.

By: [Signature]
Representative, Barbara Simon

Date: 4/8/11

384 W.A. Jenkins Road Elizabethtown, KY 42701 P: 270.769.8837 F:
270.769.8973 www.thePac.net

Contributions to the PAC are tax deductible and used to support PAC programming.