

*PAC office copy*

**ROBERT FRIEDMAN PRESENTS**

451 30<sup>th</sup> Ave

San Francisco, CA 94121

Tel: (415) 759-1992 / Fax: (415) 752-0576

[rf@rfrpresents.com](mailto:rf@rfrpresents.com) [www.rfrpresents.com](http://www.rfrpresents.com)

---

THIS AGREEMENT is made this **Friday, June 1, 2006** between **Hardin County Schools Performing Arts Center** (hereinafter called "Sponsor"), located at **384 W.A. Jenkins Road, Elizabethtown, KY 42701** whose telephone number is **(270) 769-8837** and whose fax number is **(270) 769-8973** and **Rick Miller's MacHomer** (hereinafter called "Company") through **ROBERT FRIEDMAN PRESENTS** (hereinafter called "Agent"). In consideration of the mutual premises and agreements of the parties hereto, as hereinafter set forth, it is agreed as follows:

1. Company agrees to present **2 (two) performances of MacHomer:**

- **Friday, November 10, 2006 at 10:00am** - For middle and high school students. Must be under 90 minutes long.
- **Friday, November 10, 2006 at 7:00pm** - Full version for general public.

2. As full compensation, Sponsor agrees to pay the sum total of **\$7,500** without deduction or offset whatsoever, in United States funds **by wire transfer** to the account of Robert Friedman, c/o Citibank 701 Irving St. San Francisco, CA 94122, ABA# 321070007 Acct#912-4121980 **by noon the day of the first performance. A deposit of 20% of the fee \$1,500 shall be tendered by Sponsor to Agent upon Sponsor's signing of this contract.** Should payments not be made as indicated, Company shall, at its own option, have the right to terminate the engagement, retaining any sums already received by Agent as its minimum liquidated damages; and Sponsor shall remain liable to Agent for the full agreed fee herein set forth.

3. The billing of Company in all advertising, display materials, posters, flyers, and programs shall be only as follows:

**a WYRD Production  
in association with  
Robert Friedman Presents  
"MacHomer"**

4. Sponsor shall provide or obtain at its expense the following:

A. A theater or other performing space, according to the minimum specifications contained in the attended Technical Requirements, and such other adequate spaces as the activities of the engagement shall require. Each space shall be well heated or cooled to approximately 70 degrees Fahrenheit, with an acceptable, resilient surface, clean and in good order, licensed, with suitable dressing rooms, and made available for the exclusive use of Company in accordance with the attended Technical Requirements.

B. Front-of-house staff including box office personnel, ticket takers, doormen, ushers, janitors, porters, and such other personnel as may be necessary for the efficient operation of the engagement.

C. All advertising, posters, flyers, publicity releases, extra glossies, and other forms of promotion, including their mailing and distribution, necessary for this engagement.

1. The PRESENTER has the right to secure local sponsors. National/International sponsors of the ARTIST, if any, will be able to advertise on printed materials alongside PRESENTER'S sponsors. All marketing/advertising of the performance and the title page in all programs must include "WYRD Productions in association with Robert Friedman Presents" above the title, or "a WYRD Production in association with Robert Friedman Presents" below the title and must include [www.machomer.com](http://www.machomer.com) and must also include [www.rfrpresents.com](http://www.rfrpresents.com) and one of the following:

[www.rickmiller.ca](http://www.rickmiller.ca)

[www.wyrdproductions.com](http://www.wyrdproductions.com)

2. All copy and artwork, including designs for posters, leaflets, and any other advertisements will be sent to WYRD Productions or its representative for approval. WYRD retains the right to refuse any copy and artwork that do not correspond to its international marketing strategies. It is recommended that sponsors contact WYRD or WYRD's representatives office to ensure that their advertising/marketing campaign is accepted.

D. All tickets and programs, which shall be printed, in complete accord with copy provided by Company, and distributed by Sponsor.

*Jason/Mike*

E. To be received by Company not later than three months prior to the engagement: a fully and accurately completed copy of Company Technical Questionnaire describing the performing space and available lighting and sound equipment; OR current ground plans and cross-sections of the performing space to be used by Company, and a current inventory of functioning lighting and sound equipment readily available for Company's use.

*Na* F. Any ground transportation, including from and to a major or international airport of Company's personnel for performances, rehearsals, and other activities associated with the engagement that may be required.

G. All on-stage and front-of-house lighting instruments, dimmer boards, gels, cables, and sound system as may be required by Company, according to the attended Technical Requirements.

H. Skilled technical and stage personnel, as may be specified in the attended Technical Requirements, for taking in and out, setting up, hanging, rehearsing, and working all performances and other engagement activities. Company does not carry a yellow card.

- I.
- 1) Any and all local work permits, union fees, taxes, and other local licenses that may be required for Company to carry out services covered by this agreement;
  - 2) Approval and cooperation of all unions having jurisdiction over the facilities where the engagement will take place, with respect to all services, personnel, equipment, and materials to be supplied by Company and/or Sponsor; and
  - 3) Any musicians or other personnel, not required by Company, that are imposed by local unions or other organizations.

J. Adequate insurance coverage for all activities of the engagement, including insurance against losses to Company or its personnel due to fire and theft and personal liability. Additionally, Sponsor agrees to indemnify Company against all claims of all persons for personal injuries or property damage arising in any manner in connection with the engagement, except to the extent that any such claim may be occasioned by the negligent act or acts of Company or its employees or agents.

1. Housing of 2 rooms (for Rick Miller and Beth Kates) in a quality apartment complex within walking distance to the theatre shall be provided for each evening of and ~~the Sunday~~ prior to the first performance, ~~including days of rehearsal.~~ *ML*
2. Hospitality: Please provide a sandwich lunch and a hot dinner, bottled water and access to a kettle for performer and tech director, due to time constraints.
5. In the event Sponsor fails to furnish the above items as specified, the decision to delay, postpone, cancel, or not perform as scheduled will rest solely with Company's Directors and Agent, in conference with Sponsor. In the event of cancellation, Sponsor will remain responsible for the full compensation as described in Paragraph 2 above.
6. Unless extended by written agreement attached hereto and specifying appropriate additional fees, this agreement obligates Company to perform for live audiences only, and not for any other purpose. Sponsor shall not authorize or permit, and shall take all steps to prevent the filming, recording, photographing, reproduction, transmission, and/or broadcast of any part of any performance, rehearsal, or other activity without the prior written consent of Agent, whose consent may be withheld at Agent's absolute discretion.
7. Company agrees to defend, indemnify, and hold harmless Sponsor against all claims, demands, costs, and expenses that Sponsor may sustain or incur by reason of any infringement or violation, or any alleged infringement or violation, on the part of Company or Manager, of any copyright or proprietary right in the performance(s) and services hereunder.
8. Neither Company nor Sponsor shall be liable for failure to appear, present, or perform if such failure is caused or due to the physical disability of Company, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any cause beyond the control of Company or Sponsor. Should any member of Company be unable to perform as scheduled because of ill health, physical disability, or other reasons beyond his or her control, Company will use its best efforts to provide replacements, which replacements Sponsor agrees to accept, and of whose artistic quality Company shall be the sole judge. Inclement weather rendering the performance(s) impossible or infeasible shall not be deemed an emergency, and payment of the agreed-upon fee shall be made, notwithstanding; provided, however, that Company is ready, willing, and able to perform pursuant to the terms hereof.
9. If before the date of the schedule engagement, Agent finds that Sponsor has failed, neglected, or refused to perform any contract with another artist for an earlier engagement, or if Agent finds and determines, in its sole discretion, that the financial credit of

Sponsor has been impaired, then Company or its representative may cancel this agreement, unless the full fee is paid on demand in advance of the engagement.

10. Except as provided in Paragraphs 2, 5, 8, and 9 above, and upon receipt of a substantiated expense list within 30 days following the contracted date(s) of the engagement:

A. Company will reimburse Sponsor for its out-of-pocket expenses necessitated by Company's change of date or cancellation after ticket printing and/or promotion have begun.

B. Sponsor will reimburse Company for its out-of-pocket expenses necessitated by Sponsor's change of date or cancellation, and, in the event a replacement date cannot be found, for the direct cost incurred in preparation for the services hereunder stated.

11. Sponsor agrees that Company will be the sole performing artist in this engagement, with the exception of musical accompaniment approved and/or provided by Company. Joint programs with other, unrelated artists shall only be scheduled with the prior written consent of the Agent, whose consent may be refused at the Agent's absolute discretion

12. Agent, ROBERT FRIEDMAN PRESENTS, warrants that it has full and current legal authority to act and contract on behalf of Company. The parties hereto recognize that ROBERT FRIEDMAN PRESENTS acts in connection with making arrangement herein contemplated as Agent, and not a Principal. The parties therefore agree that ROBERT FRIEDMAN PRESENTS shall not be deemed or held to be responsible by Sponsor in any manner for any of the actions, omissions, or defaults of Company or any of its members.

13. Company shall, at all times, retain sole artistic control over the performance(s) and other engagement activities.

14. Sponsor agrees to provide Manager, or its representative, with **12 complimentary house tickets** from among the highest priced tickets for each performance or activity. Sponsor shall be the only party authorized to issue such complimentary tickets.

15. This agreement shall be interpreted in accordance with and in all respects governed by the laws of the State of California.

16. This agreement, including the attended Technical Requirements, incorporates all the terms and conditions agreed upon by the parties hereto, and there shall be no variation, amendment, or modification except in writing signed by the parties to this agreement.

17. Neither Sponsor nor Company shall have the right to assign or transfer this contract without the written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

**ARTIST**  
**Rick Miller's MacHomer**

**SPONSOR**  
**Hardin County Schools Performing Arts Center**

By: \_\_\_\_\_  
ROBERT FRIEDMAN, President

By: \_\_\_\_\_  
BART LOVINS, Director

ROBERT FRIEDMAN PRESENTS  
Agent for Company

**Hardin County Schools Performing Arts Center**  
Sponsor

Date: \_\_\_\_\_

Date: \_\_\_\_\_