



MEDIA PROMOTION ENTERPRISES

PRODUCTION CONTRACT

This contract duly executed on this 19th day of July, 2006, shall verify the mutual agreement of **Bart Lovins, Director** on behalf of the **Hardin County Schools Performing Arts Center** (herein known as "Purchaser") and **Media Promotion Enterprises** (herein known as "Producer") regarding the following presentation:

ARTISTS: **THE PLATTERS and THE CRYSTALS**
DATE: **Saturday, January 13, 2007**
TIME: **Two Shows: ^{6:00} 6:00 PM and ^{8:30} 8:30 PM**
LOCATION: **Hardin County Schools Performing Arts Center
Elizabethtown, Kentucky**

OBLIGATIONS OF PRODUCER:

1. Producer agrees to provide two shows by each group as stated above.
2. Producer agrees to provide a concert sound system with operators.
3. Producer agrees to provide a seven-piece back-up band.
4. Producer agrees to provide pictures and publicity information on each group for use in promoting performance.
5. Producer agrees to provide decorations package for entrance area with props, soda shop, centerpiece, stand-ups, etc.
6. Producer agrees to provide an on-site Producer to co-ordinate the logistics of the performances.

OBLIGATIONS OF PURCHASER:

1. Purchaser agrees to avail premises and dressing rooms as needed for set up, rehearsal, sound check, and performances.
2. Purchaser agrees to provide house lighting system and one spotlight with operators for rehearsal and performances.

Professional Entertainment

(304) 697-4222
(800) 788-4006
(304) 522-3458 FAX

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Huntington, West Virginia 25701
www.mpe-entertainment.com

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3. Purchaser agrees to provide stagehands to assist in load-in, load-out, and installation and removal of sound equipment, band gear, and decorations.

4. Purchaser agrees to pay Producer a total sum of **\$26,000.00 (Twenty-Six Thousand Dollars and Zero Cents)** as follows:

A 10% retainer of \$2,600.00 payable to Media Promotion Enterprises is due with returned contract on or before September 1, 2006.

A 40% deposit of \$10,400.00 payable to Media Promotion Enterprises is due on or before November 7, 2006.

The balance of \$13,000.00 payable to Media Promotion Enterprises is due prior to first performance on January 13, 2007.

ADDITIONAL TERMS & CONDITIONS

1. It is understood that the Artist executes this Agreement as an independent contractor and is not an employee of the Purchaser. The Artist shall have the exclusive control over the means, method, and details of fulfilling his obligation under this contract, except for the performance times and minimum and maximum length of act.

2. Artist agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to Social Security laws, Worker's Compensation Insurance, Income Taxes, State Employment Insurance taxes or contributions. Artist will hold Purchaser harmless against any such laws.

3. The Artist and Producer shall be relieved of any liability, in the event that the performance of any duties is interfered with by any reason of condition of weather, fire, or other extended damage claims, labor strikes or other work stoppage, or any Act of God, beyond the scope or control of the Artist and Producer.


BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY ARE AUTHORIZED TO DO SO, AND ASSUME RESPONSIBILITY TO SATISFY ALL TERMS AND CONDITIONS OF THIS CONTRACT.

Producer



William A. Heaberlin
Media Promotion Enterprises
423 Sixth Avenue
Huntington, WV 25701
(304) 697-4222

Purchaser



Bart Lovins, Director
Hardin County School PAC
384 W. A. Jenkins Road
Elizabethtown, KY 42701
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