

MEMORANDUM OF AGREEMENT

BETWEEN: The John F. Kennedy Center for the Performing Arts
Represented by:
The Brad Simon Organization, Inc. ("Agent")
155 West 46th Street, 5th Floor
New York, NY 10036
212-730-2132
212-730-2895 fax

And: **Bart Lovins, Director**
Hardin County Schools ("Presenter")
Performing Arts Center
384 W.A. Jenkins Road
Elizabethtown, KY 42701

This Memorandum of Agreement ("Agreement") dated as of **April 26, 2006**, confirms the agreement between **The John F. Kennedy Center For The Performing Arts ("Artist")** and **Bart Lovins, Director / Hardin County Schools ("Presenter")** with respect to the performance of **"Roald Dahl's Willy Wonka" ("Work")** as follows:

Performance Date(s)*: **Thursday, March 22 and Friday, March 23, 2007.**
Performance Time(s)*: **03/22: 1 – 60-minute school performance at 12:00 p.m.**
03/23: 2 – 60-minute school performances at 10:00 a.m. and 12:00 p.m.
1 – 60-minute public performance at 7:00 p.m.

Load-in Date and Time*: **03/22/07, 7:30 a.m.**
Number of Performances: **4**

Load-out Date and Time*: **03/23/07, following last performance.**
Venue: **Hardin County Schools Performing Arts Center, 384 W.A. Jenkins Road,**
Elizabethtown, KY 42701.

***Dates and times indicated above are firm and may not be changed except with Agent's written consent. In the event that the Presenter unilaterally affects a change in load-in or performance time, Presenter shall be responsible for any and all overtime payments to Artist's employees and/or contractors and for any and all other expenses incurred by Artist as a result of such change.**

Fee (US): Fifteen-thousand Eight-hundred and Fifty dollars (\$15,850.00) guaranteed. ("Fee")

1. Presenter hereby engages Artist to perform the Work at the Venue at the Performance Times (the "Engagement") stated above. Artist accepts the Engagement.
2. Presenter shall make the Venue available to Artist for rehearsals and Load-in at a time to be agreed upon or as set out above.
3. (a) Presenter agrees to pay by certified check or bank wire to **The Brad Simon Organization, Inc.** a deposit of fifty percent (50%) of the Engagement Fee, in the amount of **\$7,925.00** upon receipt of the contracts due by June 1, 2006.

(b) FULL payment, OF THE BALANCE thereof, in the amount of **\$7,925.00** shall be paid by certified check to **The Brad Simon Organization, Inc.** and presented to the Artist's Company Stage Manager prior to the first performance.

Bank Wire Information: The Brad Simon Organization, Inc., Citibank, N.A., Park Ave. & 57th St., NY, NY 10022, Routing #021000089, Account # 67804564, Fed ID # 13-3136260

4. Presenter will be responsible for providing at its own expense:
 - (a) Venue at the Load-in/Load-out Times and Performance Times, well-heated or air conditioned, lighted, clean and in good order;
 - (b) Any and all personnel and equipment necessary to the operation and maintenance of the Venue, including but not limited to, ticket sellers, ticket takers, ushers, stagehands, etc.
 - (c) Clean and adequate dressing rooms for Artist and all members, accompanists and assistants of Artist as per Actors Equity Association regulations; and
 - (d) All necessary business licenses and public performance licenses.
5. Presenter will be responsible for ticket sales and advertising of the Engagement. Subject to Artist's prior commitments, Artist agrees to be available on the dates of the Engagement for reasonable publicity schemes to promote the Engagement. Artist will also supply samples of promotional materials that Artist controls with respect to the Engagement; additional quantities of such materials will be supplied and delivered by Artist, subject to availability at Presenter's expense. Presenter shall reimburse Artist for the supply and delivery of such materials immediately upon receipt of documentation evidencing such expenses.
6. Artist will supply a supplemental educational performance guide ("Cuesheet") in a PDF file format for Presenter to reproduce and distribute to Engagement audiences. Cuesheets are copyrighted materials of The John F. Kennedy Center for the Performing Arts and they may not be altered in anyway. A Cuesheet may only be distributed if in its entirety. Presenter may add a cover sheet or jacket for conveying Presenter's information with the Cuesheet. Presenter agrees that Presenter will make no other use of the Cuesheet except as specifically set forth above, without the prior written permission of the Artist.
7. The technical specifications attached hereto, as Technical Rider, are an integral part of this agreement. Presenter hereby represents and warrants that the Venue meets the specifications and has or will acquire at Presenter's sole cost and expense any and all equipment and personnel set forth therein.
8. Any and all billing or promotion of the Kennedy Center Production will be billed by local presenter as follows:

The Kennedy Center IMAGINATION CELEBRATION® on Tour Presents

Roald Dahl's "Willy Wonka"

Music and Lyrics by Leslie Bricusse and Anthony Newley

Adapted for the stage by Leslie Bricusse and Tim McDonald

Based on the book "Charlie and the Chocolate Factory" by Roald Dahl

Playwright's name needs to appear in at least 50% size, type, and prominence as the title of the play.

Presenter further agrees to include the following credit on all written material: "The Kennedy Center Imagination Celebration on Tour™ is represented by The Brad Simon Organization, Inc."

9. Artist and Presenter shall use their best efforts to render each party's respective services hereunder to the best of their ability.
10. Presenter will not allow any audio, video, film or digital recording or live or delayed broadcasting of any sort whatsoever, without written permission of Artist. If Presenter does allow any audio, video, film, digital recording, live broadcasting or delayed broadcasting, and if Actors Equity (or any other performers' union) levies a monetary penalty, Presenter shall be solely responsible for reimbursing Artist or Agent for that amount, and any consequential damages, including but not limited to attorneys' fees.
11. No other person(s) will perform with Artist or prior to or subsequent to Artist hereunder without the prior written consent of Artist, and in no event will advertising of the Engagement include references to performers other than Artist without Artist's written consent.
12. If Presenter cancels the Engagement in whole or in part, Presenter shall nevertheless be responsible for full payment of the Fee stated above.
13. Presenter hereby agrees to indemnify, save, and hold Artist and Artist's affiliates, successors, licensees and assigns, and the officers, directors, agents and employees of each of them, harmless of and from any and all liability, claims, causes of action, suits, losses, settlements, damages, fines, penalties and expenses (including, but not limited to, reasonable attorneys' fees and expenses) for which they or any of them may become liable or may incur or be compelled to pay in any action or claim against them or any of them, by reason of or in connection with (i) any breach or alleged breach by the Presenter under this Agreement. and/or (ii) any breach or alleged breach by Presenter of any of its representations, warranties or agreements hereunder. Artist shall have the right to control the defense of any such action. Presenter shall cooperate fully with Artist in all respects in connection with any such defense as is made. In the event that Artist materially breaches this memorandum of agreement or otherwise is liable to Presenter in connection with the Engagement, Artist's liability will not exceed the total amount theretofore received by Artist from Presenter, pursuant to Paragraph 3.

Artist warrants and represents that it has acquired the necessary rights to present the Work and indemnifies the Presenter against any and all claims by the underlying author, librettist, composer or lyricist of the Work in the presentation of the Work hereunder.
14. In the event Artist cancels the tour of the Work, Artist shall return to Presenter any and all fees paid by Presenter with respect to the Engagement within 28 days of Artist's notice of cancellation.
15. Presenter shall maintain and shall provide proof of public liability and property damage insurance for the Engagement in a minimum amount of One Million Dollars (\$1,000,000), to insure against, among other things, liability for death of or injuries to Artist or other persons and loss or damage to personal property.
16. Presenter agrees to supply to Artist or as Artist may direct, six (6) complimentary tickets for each performance of the engagement in the first 12 rows of the center orchestra section of the Venue. For each performance of the Engagement the Presenter will also hold six (6) tickets available for purchase by Artist (at the normal price to the public) until at least noon of the date preceding the performance.
17. This Agreement shall not be modified or amended except by a written instrument signed by the parties hereto. Presenter may not assign or transfer its rights and/or obligations under this agreement without the prior written consent of Artist. Any purported transfer in violation hereof shall be null and void.

18. The Agent is authorized to execute this Agreement as agent for and on behalf of Artist, but does not assume any liability under this agreement.
19. If before the date of any scheduled performance, Artist finds that Presenter has failed, neglected or refused to perform any contract with another artist, or Artist finds that the financial credit of Presenter has been impaired, Artist shall have the right to terminate this Agreement, without penalty.
20. Artist shall have complete control over the artistic content and presentation of the Production.
21. This agreement obligates Artist, but not any director, officer, trustee, employee or agent thereof. The Brad Simon Organization, Inc. acts only as Agent for Artist for the purpose of this agreement and assumes no liability on behalf of the Artist's fulfillment of its obligations hereunder.
22. Should any matter or condition beyond the reasonable control of any party ("force majeure") (such as, but not limited to war, terrorism, public emergency or calamity, strike, labor disturbance, fire, breakdown of mechanical or electrical equipment, casualty, physical disability, illness, earthquake, flood, Act of God, or other disturbance, or any governmental restriction whether federal, state or local) prevent performance by a party to this Agreement, this Agreement may be terminated by Artist, Agent, or Presenter. Inclement weather will not be considered a force majeure if the Artist able to perform as scheduled. Should force majeure prevent performance by a party to this Agreement, parties shall use reasonable efforts to reschedule performance or to create a substitution Performance Date. In the event that force majeure prevents rescheduled or substitution Performance Dates, no party to this agreement shall be obligated to further extend the Agreement, nor to reschedule the performance, and this Agreement may be terminated by Artist or Agent without penalty. Failure by Artist for any reason to agree to proposals of a labor union relating to employment, which results in a strike, lockout, or labor disturbance preventing performance by Artist shall constitute force majeure.
23. **All deadlines indicated heretofore are firm and necessary for the timely execution of this Agreement. If Presenter has not returned a signed Agreement to BSO within sixty (60) days of Engagement, this offer may be withdrawn by Artist without further written notice. If Presenter is unable to meet this deadline, written notice must be submitted to BSO.**
24. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all other representations, warranties, agreements and understandings, oral or otherwise, among the parties with respect to the matters contained herein.

REST OF PAGE

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IN WITNESS WHEREOF, the parties hereto have duly executed FOUR (4) ORIGINALS of this Agreement the day and year first above written.

ARTIST

JOHN F. KENNEDY CENTER
FOR THE PERFORMING ARTS

By its duly authorized agent,
THE BRAD SIMON ORGANIZATION, INC.
(Fed Id. 13-3136260)

Per: _____
Brad Simon, Agent

AGREED & ACCEPTED

PRESENTER:

Name: _____

Per: _____
Authorized Signing Officer

NOTE: This is one copy of four original sets of the same contract. Please make sure you have signed ALL FOUR sets.

Contact: Bart Lovins, Director
Hardin County Schools Performing Arts Center
384 W.A. Jenkins Road
Elizabethtown, KY 42701
270-769-8837 x3
270-769-8973 (fax)
blovins@hardin.k12.ky.us

The John F. Kennedy Center for the Performing Arts
Imagination Celebration[®] on Tour

Permission to Record For Television Newscast Segment

This Agreement is dated as of the 26th day of April, 2006.

1. The John F. Kennedy Center for the Performing Arts ("Artist") hereby grants to **Bart Lovins, Director / Hardin County Schools** ("Presenter") in **Elizabethtown, KY**, non-exclusive permission to film or tape a limited portion of the Imagination Celebration[®] on Tour production described below:

Work: "Roald Dahl's Willy Wonka"
Performance Date: _____
Venue: **Hardin County Schools Performing Arts Center, 384 W.A. Jenkins Road, Elizabethtown, KY 42701**

2. Permission is granted by Artist to Presenter solely for use in a television news broadcast pursuant to the following conditions:
- a. Presenter shall comply, and Presenter shall ensure that its agents, assignees, invitees and licenses shall comply with all labor laws and all rules, regulations, and contracts of Artist regarding labor as are applicable to the contemplated taping or filming of the Work, and shall comply with the rules of Actors' Equity Association ("Equity") and any other union or organization pertaining to filming of performances for broadcast on television news (Equity Theatre for Young Audiences (TYA) Rule 46(b)), including the following conditions:
- i. That the footage is for exclusive one-time use on a television newscast review or broadcast.
 - ii. Only one half-hour of footage of the production may be recorded.
 - iii. No more than three minutes of any filmed or taped portion of the performance shall be aired on the television news broadcast and that the three minute segment shall not contain an entire self-contained number or scene.
 - iv. Prior written notice of any recording shall be provided to the company with best efforts made to provide such notice twenty-four (24) hours' in advance.
 - v. Recording may occur at either a rehearsal or a performance; however, no more than three (3) recording sessions shall be scheduled during rehearsals.
 - vi. If recording occurs at a performance, it shall not involve any interference with the actors of the company, and the company must have notice prior to curtain.
 - vii. No payment shall be required provided that no payments are made to any other personnel employed in the production.
 - viii. A stage manager having an Equity contract shall be present at every filming or taping, and, if recording is conducted during a rehearsal, the stage manager shall file a report with Equity detailing the time used for filming or taping.

- b. Presenter shall pay any fines or penalties assessed by Equity or any other union as a result of a violation of Equity TYA Rule 46(b).
3. Presenter shall obtain all necessary rights from third parties with respect to its recording and broadcast of the Work, including but not limited to rights from any and all musicians, conductors, vocalists, performers and composers related to the Work.
4. Presenter warrants and represents that it has the authority to enter into and to perform all of its obligations under this Agreement. Presenter shall indemnify and hold harmless Artist from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising from or relating (i) to Presenter's, its agents', assignees', invitees' and/or licensees', breach of any of Presenter's obligations under this Agreement and (ii) to recording and broadcasting of the Work.
5. Presenter shall ensure that any broadcast of the Work credits "The John F. Kennedy Center for the Performing Arts."
6. Presenter shall provide Artist with an archival copy of the broadcast recording, which shall include the Artist's credits for broadcast, within thirty (30) days following the broadcast. Recordings shall be sent to the attention of:

Kirsten L. Aymer, National Touring Manager
Education, Youth and Family Programs
John F. Kennedy Center for the Performing Arts
P.O. Box 101510
Arlington, VA 22210

7. Presenter shall ensure that the recording is broadcast in a manner that is appropriate to the Artist's function as a National Center for the Performing Arts and Presidential Memorial.
8. This Agreement obligates the Artist but not any officer, trustee, employee or agent thereof.

Agreed and Accepted:

for The John F. Kennedy Center
For The Performing Arts

Brad Simon
Print Name

Agent
Title

for Hardin County Schools

Print Name

Title