



Thank you for being an important part of the "Magic Tree House: The Musical" touring season. Enclosed you will find the Engagement Agreement, Merchandise Contract, and Technical Rider.

Listed below are a check list and a few items to note before returning executed Licensing and Merchandise Agreements.

PLEASE RETURN CONTRACTS TO OUR AGENT:

**THE BRAD SIMON ORGANIZATION, INC.
155 West 46th Street, 5th Floor / New York, NY 10036
Tel 212-730-2132 / Fax 212-730-2895**

AND

PLEASE MAKE DEPOSIT CHECKS PAYABLE AND SEND TO:

**THE BRAD SIMON ORGANIZATION, INC.
155 West 46th Street, 5th Floor / New York, NY 10036
Tel 212-730-2132 / Fax 212-730-2895**

OR

PLEASE SEND DEPOSIT WIRE TRANSFERS TO:

**THE BRAD SIMON ORGANIZATION, INC.
Citibank, N.A., Park Ave. & 57th St, NY, NY 10022
Routing #021000089 Account # 9965508303 Fed ID#: 13-3136260**

BALANCE OF PAYMENT CHECKS SHOULD BE MADE PAYABLE TO PORCHWORTHY PRODUCTIONS, LLC and presented to the company manager according to Paragraph 6.1 of the Production Engagement Agreement. Fed ID#: 20-8653023

Please check to ensure that all items have been completed correctly prior to returning your contracts and deposits.

- ☐ - Signed five (5) copies of the Engagement Agreement
- ☐ - Signed five (5) copies of the Merchandise Agreement
- ☐ - Signed five (5) copies of the Technical Rider
- ☐ - Verify that the deposit check or wire transfer has been completed pursuant to the instructions above.



ENGAGEMENT AGREEMENT

"Magic Tree House: The Musical"

THIS Engagement Agreement ("Agreement") is made and entered into this 12th day of May, 2008, by and between **Bart Lovins, Director / Hardin County Schools Performing Arts Center** ("Presenter"), with offices at **384 W.A. Jenkins Road, Elizabethtown, KY 42701** as a presenter of the live stage touring show named below at the venue known as **Hardin County Schools Performing Arts Center** located at **384 W.A. Jenkins Road, Elizabethtown, KY 42701** ("Venue") and **PORCHWORTHY PRODUCTIONS, LLC**, with offices at **336 E. Hyerdale, Goshen, CT 06756** ("Producer").

RECITALS

WHEREAS, Producer and Presenter desire to enter into an agreement for the presentation of a live family and children's entertainment stage touring show entitled *"Magic Tree House: The Musical"* ("Show"), as produced by Producer; and

WHEREAS both parties hereto agree that the Venue is suitable for the commercial presentation of the Show, and that both Producer and Presenter desire its presentation therein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Presenter and Producer, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **STANDARD TERMS AND CONDITIONS.** All terms and conditions of the Engagement Agreement herein that are not expressly stated in this Agreement are set more fully forth in the attached Standard Terms and Conditions (the "Terms and Conditions"). This Agreement and Producer's use of the Venue are subject to the Terms and Conditions and any Appendices attached to this Agreement, all of which are incorporated herein by this reference. If any inconsistency exists between the provisions of this Agreement and those stated in the Terms and Conditions, this Agreement will control and supersede the Terms and Conditions. The parties further acknowledge and

agree that The Brad Simon Organization, Inc. acts as an agent of Producer for the purpose of implementing certain aspects of this Agreement, and shall not be held liable by Presenter for the fulfillment of any of Producer's obligations hereunder.

2. **ENGAGEMENT PRESENTATION.** Presenter hereby grants to Producer the sole, exclusive and non-transferable right to occupy and use the Venue, including those non-public and other areas described in section 4 herein as intended for the presentation of the Show, including but not limited to equipment move-in prior to the "Event" (as defined in section 3 herein), conducting the Event, and equipment move-out after the Event, all within the "Engagement Presentation Period" (as defined in section 5 herein), and subject to the provisions of this Agreement. As a condition precedent to Producer's entering into this Agreement, Presenter hereby warrants, represents and guarantees that no activity at the Venue, if any is permitted by Presenter upon the hereby required express written approval of Producer, will interfere with Producer's intended use of the Venue during the Engagement Presentation Period. Producer's use of the Venue shall be for the production of the Event as more fully set forth herein, and no other activity will be permitted without Presenter's consent.

3. **EVENT.** This term as used herein shall mean the Show as presented at the Venue from **Friday, March 20, 2009** through **Friday, March 20, 2009**.

4. **VENUE.** The parties understand that the Venue has a seating capacity of a minimum of **833** persons per Show, less any seats that may be eliminated based on configuration and sightlines for the Event.

5. **ENGAGEMENT PRESENTATION PERIOD.** *Time is of the essence to this Agreement.* The "Engagement Presentation Period" may not be extended for any or no reason whatsoever without the express written approval of Producer, and is hereby comprised of the following periods only:

- a. Pre-Rig Date and Time: **Thursday, March 19, 2009, at time TBD**
- b. Event Date(s) as listed above:
Friday, March 20, 2009
2 – school performances at 10:00 a.m. and 12:00 p.m.
1 – public performance at 7:00 p.m.

Dependent upon funding and demand and the availability of the Show at the time of request, this agreement may be amended to include two (2) additional School performances on Thursday, March 19, 2009, at a cost of Six-thousand Five-hundred dollars (\$6,500.00) total. This will necessitate a Wednesday, March 19, 2009 Load-in and an additional night's lodging.

Note: School performances shall run 60 minutes without intermission.

Other Public performances shall run 85 minutes with a 20-minute intermission.

- c. Move-out shall occur immediately following the last scheduled performance of the Event.

6. FEES, CHARGES AND OTHER COSTS.

6.1 Presenter and Producer Compensation and Other Costs.

a. Presenter and Producer Compensation. In consideration for Producer conducting the Event at the Venue pursuant to the terms of this Agreement, Presenter hereby undertakes and agrees to:

- Pay to Producer a minimum guarantee of **Fourteen-thousand dollars (US \$14,000.00)** for the performances of the Show indicated in section 5b herein.
- Reserve for and at no cost to Producer provide the use of **sixteen (16)** double first-class hotel rooms for **two (2)** nights during the Event.
- Pay to Producer such sums as from time to time during the Event equal ten percent (10%) of the Gross Ticket Receipts less applicable taxes, approved and actual credit card charges and restoration/facility fees ("Show Royalty"). The Show Royalty will be paid directly to Producer at the time of settlement for the Event, in addition to other agreed upon fees as described herein.
- Pay for certain expenditures, including but not limited to the following: all technical rider requirements, all Venue' fees and charges as indicated in the signed Agreement between Presenter and owner/operator of the Venue, the entire advertising and PR campaign for the Event, insurance and local stagehands, and wardrobe expenses.

PAYMENT SCHEDULE:

- Compensation due Producer per section 6.1 herein will be payable in the following manner:
 - **Seven-thousand dollars (US \$7,000.00)** with the return of five (5) signed original counterparts of these agreements, due no later than **June 20, 2008.**
 - **Seven-thousand dollars (US \$7,000.00),** immediately prior to the first performance of the Show during the Event.
 - Producer's royalties shall be paid at the Settlement Date as defined in Paragraph 9.2 below.

Such compensation shall be distributed in accordance with Section 6 of the Standard Terms and Conditions. If the Event fails to occur due to the election or fault of the Producer, or as a result of the occurrence of any event described in Section 12.1 through 12.4 of the Terms and Conditions, then neither party shall receive any of the compensation described herein.

6.2 Presenter's Costs.

(a) *Staffing on Day(s) of Event.* Presenter will be solely responsible for and bear the entire cost of all charges and costs for the total staffing, services and equipment associated with the operation of the Venue during the Event, including, without limitation, the following: security, ushers, ticket takers, gate attendants, custodial services, electricians, conversion staff, and which are fully and faithfully provided by Presenter on the day(s) of the Event.

(b) *Employees and Independent Contractors.* Presenter will be solely responsible for and bear the full cost of all charges for any and all employees and/or independent contractors hired locally to work the production and non-production aspects of the Event, which shall include but shall not be limited to all those costs and services required by the Technical Rider attached hereto as Appendix A (which services shall include but not be limited to rigging, lighting, sound tie-in, stage set up, curtaining system, stagehands, wardrobe and/or loader costs; and Presenter shall be solely responsible for and bear the entire cost of all charges and costs associated with any additional services required by any collective bargaining or other labor agreement governing the Venue.

(c) *Credit Card Fees and Box Office Management Costs.* Presenter is obligated to offer for sale and sell Event tickets at the box offices of the Venue at mutually agreed times in advance of the Event. Presenter will be solely responsible for and bear the full cost of all charges and costs associated with credit card fees, printing costs and box office staffing costs specifically related to the sale of tickets to the Event at Presenter's controlled box office locations, including at the Venue ticket windows and any other of Presenter's locations. If the Event is cancelled through no fault of Presenter, then Producer shall reimburse Presenter for those charges and costs incurred pursuant to this subsection 6c which are actually paid and non-refundable, and documented by Presenter.

(d) *Taxes.* Presenter will be solely responsible for the payment of all sales taxes collected, fees for permits and Engagement Presentations and similar costs and expenses associated with the Event, as further described in Section 2.1 of the Terms and Conditions.

7. TICKET SALES

7.1 Complimentary Tickets. Producer and Presenter may each withhold up to ten (10) tickets per show ("Complimentary Tickets"), in mutually agreed upon seating locations. All Complimentary Tickets not so removed will be released for sale twenty four (24) hours prior to the scheduled show time.

7.2 Sponsorship Tickets. Producer and Presenter may each withhold up to ten (10) tickets per show ("Sponsorship Tickets"), in mutually agreed upon seating locations. All Sponsorship Tickets not so removed will be released for sale twenty four (24) hours prior to the scheduled show time.

Notwithstanding the foregoing, Complimentary and Sponsorship Tickets will not include coupons, discount tickets, and those tickets used exclusively for media, promotions, and public relations purposes which are subject to both Presenter and Producer approval.

8. LOCAL SPONSORSHIPS.

Notwithstanding Section 5.1 of the Terms and Conditions, Presenter shall have the right, subject to Producer's prior express written approval, to sell local sponsorship rights for the Event, but not national or regional sponsorship rights which are specifically reserved to Producer, to persons and entities who are locally situated to the Venue ("Local Territory Sponsors") All sponsorship ideas and/or concepts are subject to the express written approval of Producer in advance of any presentation by Presenter. All approved Local Territory sponsorship agreements will be entered into between Presenter and the Local Territory Sponsors. Presenter hereby agrees to indemnify and hold Producer harmless with respect to any and all claims arising from such sponsorship agreements. Producer will retain one hundred percent (100%) of the proceeds from the sale of all sponsorship rights procured through no involvement of Presenter, and from sales of all sponsorship rights other than the Local Territory Sponsors, as set forth herein.

9. SPECIAL CONDITIONS.

9.1 Media Access. Prior to and during the Engagement Presentation Period, Producer will be permitted reasonable exclusive access to meeting facilities within the Venue for the purpose of conducting media events, provided, however, that the precise scheduling, activities to be conducted,

and facilities to be used are subject to Presenter's and Producer's prior mutual approval, not to be unreasonably withheld or delayed, and the availability of such facilities at the Venue.

9.2 Settlement Date. The "Settlement Date" for Producer's royalties will occur no later than the conclusion of the last scheduled performance of the Event. The parties will use best efforts to present and resolve the settlement of all financial matters pertaining to the Event at that time. All remaining monies due Producer must be paid by check or wire transfer, for receipt by noon at the Producer's offices on the day immediately following the Settlement Date. If, for any reason whatsoever, four days prior to Load-in there are not sufficient funds in the Box Office to cover the Guarantee due Producer by Presenter, then Presenter must render the full amount of the Guarantee by certified check or wire transfer to be received in New York no later than Two (2) days prior to Load-in.

9.3 Ticket Refunds. Presenter and the owner/operator of the Venue will use best efforts to minimize ticket refunds and may withhold a reasonable number of "trouble seats" to resolve customer ticket complaints during the Event.

9.4 Event Configuration. Producer will conduct meaningful consultations with Presenter to determine the optimum configuration for seating for the Event. The final decision concerning all such seating arrangements may be exercised solely and exclusively by Producer, subject only to applicable fire, health and building codes and safety requirements pertaining to the Venue.

9.5 Sale of Event Merchandise. Notwithstanding Section 6 of the Terms and Conditions, Producer may sell on its own behalf certain merchandise and programs bearing names, trademarks or other references related to the Show and Event ("Event Merchandise"). Such under the terms incorporated into a separate agreement with a merchandise representative of Producer. In the absence of a fully executed and delivered agreement between Producer and Presenter regarding merchandising rights specifically granted by Producer, the Presenter will have no right, title and interest in the intellectual property or proceeds pertaining to the sale by Producer of Event Merchandise other than those specified in the attached Merchandise Agreement.

9.6 Industry Standards. Presenter acknowledges that to the extent the Terms and Conditions require Presenter's performance to be consistent with certain standards of entertainment, the criteria to be applied in determining strict compliance shall be the industry standards, customs and practices pertaining to a live stage family and children's entertainment show.

9.7 Local Presenter Considerations.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

HARDIN COUNTY SCHOOLS
PERFORMING ARTS CENTER

("Presenter")

By: _____

Name: Bart Lovins

Title: Director

Mailing Address (for Presenter):

Hardin County Schools Performing Arts Center
Bart Lovins
384 W.A. Jenkins Road
Elizabethtown, KY 42701

T. 270-769-8837 x3

F. 270-769-8973

E. lovins@thepac.net

PORCHWORTHY PRODUCTIONS, LLC

("Producer")

By: _____

Name: Will Osborne

Title: Managing Member

Mailing Address (for Producer):

Porchworthy Productions, LLC
c/o Brad Simon
Brad Simon Organization, Inc.
155 West 46th Street, 5th Floor
New York, NY 10036

T. 212-730-2132

F. 212-730-2895

E. brad@bsoinc.com

STANDARD TERMS AND CONDITIONS
to
“MAGIC TREE HOUSE: THE MUSCIAL” ENGAGEMENT AGREEMENT

SUBJECT TO THE EXPRESS PROVISIONS OF THE ENGAGEMENT AGREEMENT FOR THE PARTICULAR EVENT, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THE EVENT:

1. SET-UP AND RESTORATION COSTS

1.1 Set-Up Costs

Presenter will be responsible for the payment of all reasonable costs, expenses and fees incurred during the set-up for the Event ("Set-Up Costs"); however, Presenter will use its best efforts to consult with Producer prior to incurring any Set-Up Costs. The parties agree that the Set-Up Costs will include, without limitation, the costs and expenses associated with (a) providing the labor to conform the Venue to a configuration designed and approved by Producer, (b) purchasing and/or leasing and installing such equipment and materials as Producer reasonably directs, and (c) conducting such other activities as reasonably requested by Producer to set-up for the Event.

1.2 Restoration Costs

Following the Event, Presenter will be responsible for and have the authority to conduct all activities necessary to restore the Venue in substantially similar condition as it existed prior to the Event. Presenter shall be responsible for the payment of all costs reasonably incurred during the restore period of the Venue ("Restoration Costs"). Restoration Costs will include costs and expenses associated with (a) re-configuring the Venue to its original condition, (b) removing and disposing of all equipment and materials used for the production of the Event, and (c) repairing all damage of any size or nature whatsoever to any portion of the Venue caused as a result of Presenter's sole negligence occurring during the Engagement Presentation Period.

2. LATE PAYMENT OF FEES AND TAXES

2.1 Late Payment. All late payments of amounts owing by Presenter to Producer will bear interest from the date due until paid at a rate equal to the highest rate allowable by law, and all accrued but unpaid amounts will remain owing after the termination of this Agreement.

2.2 Taxes. Presenter will pay any and all applicable sales, use, excise, entertainment and admissions taxes and governmental assessments imposed or levied as a result of, or in connection with, the Event, including, without limitation, any taxes with respect to the selling or otherwise providing of admission tickets, to or on behalf of Producer and its guests, customers and invitees hereunder.

3. EVENT STAFF; SERVICES AND PERMITS

3.1 Presenter's Responsibilities. Presenter will be responsible for providing all services set forth in the Technical Rider and the Agreement from the Venue which includes but shall not be limited to providing the following at its sole cost and expense:

(a) provide clean, well-heated and well-lighted dressing rooms, protected by doors with locks, together with suitable tables, chairs, mirrors, lighting for make-up and toilet facilities, sufficient for the entire cast of the Event and as required by the specifications set forth in the Technical Rider;

(b) make sure that the Venue including any facilities, stage and backstage area are at a comfortable temperature as determined by Producer and if for any reason air conditioning units or heating units cannot be turned on, alternative methods of air conditioning, cooling and/or heating will be provided at Presenter's expense;

(c) provide all electrical power to be used for the presentation of the Event, as well as any and all additional electric wiring and power facilities that may be needed;

(d) provide all in-house equipment including, without limitation spot lights, fork lifts, genie lifts, staging, masking for the stage, phone lines, washer and dryer.;

(e) provide an EMT/medical attendant, if required by Venue; and

(f) provide adequate parking and permits for Event tractors and trailers alongside the Venue on the street or make suitable arrangements for the vehicles to be parked at an off-site secured location.

3.2 Use of Presenter's Personnel and Agents

Presenter, following meaningful consultation with Producer, will determine the precise types and levels of services to be provided during the Engagement Presentation Periods; provided, however, that Presenter, at its own cost, reserves the right to unilaterally require certain reasonable minimum levels and types of services during the Event. Until the last performance of the Event, Producer may request Presenter to make any additions, deletions or changes to the staff or services.

3.3 Permits

In connection with the Event, Presenter will be solely responsible for obtaining any and all Engagement Presentations, permissions, approvals and/or permits required by any entity including but not limited to any government authority and Presenter shall be exclusively responsible for the payment of any and all fees imposed by such entity which may be required to operate and/or conduct any activities related to the Event.

4. TICKETS

4.1 Sale of Tickets

(a) All tickets for admission to the Event shall be sold by Presenter; provided, however, that Presenter shall manage the sale of all admissions tickets through its own box office and the use of Presenter's third party ticket agent ("TA") and no other such service provider.

(b) Producer or his Agent will approve the prices for all tickets with meaningful consultation afforded to the Presenter. However, such advertised retail ticket prices shall not include any facility, restoration, third party ticket agent (e.g., Ticketmaster) or any other fees without prior written approval by Producer or Agent. The Producer acknowledges and agrees that (i) with the exception of complementary, consignment and group sales which shall be excluded from any charges, in addition to the price of each admission ticket, there shall be a service charge payable in the amount described and set forth on Appendix C (the "Service Charges"); (ii) Producer and Presenter will have no right to any portion of the Service Charges, unless indicated otherwise; and (iii) if applicable, the Venue will be entitled to receive a portion of the Service Charges as a result of an existing ticketing agreement.

(c) Notwithstanding the above, Presenter will offer tickets for the sale for the Event through the Venue's ticket windows and/or any Premise store(s). Such sales will be offered to the public at the face value of the tickets, without Service Charges, and Presenter will provide and pay for all staffing reasonably necessary to conduct such sales. All revenues generated through such sales will be subject to Section 6.2 below.

4.2 Retention of Ticket Revenue

(a) The Presenter, or the Venue when applicable, will retain for the benefit of Producer and Presenter all Gross Ticket Receipts from the sales of admission tickets to the Event. Not later than the conclusion of the last scheduled performance (the "Settlement Date"), TA, or the Venue and Presenter when applicable, shall resolve all financial matters consistent with the terms of the Agreement and the terms provided in Section 6 and distribute all monies owed to Producer, including the Producer's share of Net Ticket Receipts.

(b) Subject to Presenter's payment of any and all costs herein, Producer and Venue will have the first lien against ticket revenues. Presenter will not be entitled to withhold any amount of revenue.

(c) Notwithstanding Section 4.2(a), all ticket proceeds, prior to and during the Event, are automatically deemed to be held in trust for Producer and Presenter, with ownership remaining with Producer pending distribution. Such proceeds will not be subject to any bankruptcy proceedings involving Presenter or the Venue. However, should the Event not occur due to the negligence of Presenter, all ticket proceeds received prior to the Event are automatically held in trust for the respective ticket buyers, with ownership remaining with such ticket buyers until the Event begins. Presenter will not allow for any such ticket proceeds to be released by TA until the Event has begun or is cancelled and the funds returned.

(d) Presenter will keep and maintain complete and accurate books and records of the daily ticket sales, setting forth the exact number of tickets sold at each performance, revenue received, tickets not sold, passes honored, and taxes collected. Presenter must furnish such reports to Producer every Monday, Wednesday and Friday, from "on sale" through the last public performance of the Show. Producer will have the right during normal business hours to conduct an independent inspection of the box office revenue, tickets and other records with respect to the admission receipts.

(e) If the Event is cancelled, the party causing such cancellation shall have the obligation, at its own expense, to inform the public of such cancellation. If such party fails to so inform the public, the other party may announce such cancellation at the expense of the party causing the cancellation unless the cancellation is from the negligence of the Presenter. Further, in the event of

cancellation, the retained ticket revenues will be applied to provide refunds to ticket buyers, subject to any requirements for retaining Service Charges and all monies due to Producer will be paid immediately. Without limitation to the foregoing, Presenter shall only be permitted to issue ticket refunds subject to Producer's consent, which consent shall not be unreasonably withheld.

5. SPONSORSHIP, ON-VENUE SIGNAGE, PROMOTIONAL MATERIALS AND MARKETING

5.1 Event Sponsorship

Producer and Presenter shall be entitled to sell naming rights to the Event, sponsorships or presenting sponsorships in connection with the Event, or to display temporary advertising and promotional signage and messages within the Venue during the Event (collectively, "Event Sponsorship"), and shall retain the exclusive right to all revenues generated therefrom and divided as indicated within, all subject to the following conditions and limitations:

(a) The location, design and sponsor of each item of Event Sponsorship shall be subject to Producer's prior written approval;

(b) Producer will be solely responsible for all costs associated with installing, maintaining, displaying and removing any additional displays or tables and the provision of related venue personnel that may be needed to distribute samples or coupons exclusively for any of Producer's Event Sponsors. Presenter will be solely responsible for all costs associated with installing, maintaining, displaying and removing displays or tables and the provision of related venue personnel that may be needed to distribute samples or coupons for any of Presenter's sponsors.

5.2 Premise's Rights

Venue, in consultation with Producer, shall be entitled to make, display and distribute to those persons in attendance at the Event announcements and literature concerning future attractions to be held at the Venue; provided, however, that Presenter and Venue agree not to make any announcement of any event that is competitive to that of Producer's and that the amount and nature of such activities will be reasonable in scope and not interrupt and/or interfere with the presentation of the Event or the Event Sponsorships. If any Premise sponsors or other third parties are to be identified in any such announcements or literature, their inclusion will be subject to the advance approval of Producer.

5.3 Distribution of Items

Producer may permit to be distributed any free souvenirs, novelties, programs, flyers, ticket stuffers, food, beverages or promotional materials of any nature or kind, subject to Premise's prior consent which shall not be unreasonably withheld. Presenter will make space available in the lobby area for a sponsor table or kiosk. Producer may request that Presenter provide the necessary venue personnel for this distribution for a mutually agreed upon fee.

5.4 Marketing/Advertising Campaign/Promotion

(a) Subject to Producer's final approval, Producer and Presenter shall agree on a marketing budget including, but not limited to, print advertising, electronic media buys, direct mail expense, group sale expense, collateral materials, publicity expense, and any other items mutually agreed upon by both parties ("Advertising Campaign"). The Advertising Campaign shall begin on a mutually agreed upon date, preferably not less than eight (8) weeks prior to the Event. Should the parties enter into any agreements in respect of the Advertising Campaign, all agreements shall be in the name of Presenter for the benefit of Producer.

(b) Presenter shall submit to Producer at least twelve (12) weeks prior to the engagement date, a promotional outline, including advertising insertion schedules, sizes, etc. along with a list of any promotions. The plan shall also include an aggressive group sales campaign. Producer's interest is to review the plan and offer suggestions based on what has proven effective in other markets. A finalized plan including all projected advertising expenses and any promotional updates must be submitted to Producer at least four (4) weeks prior to the engagement date.

(c) The Advertising Campaign costs shall not include any fees or commissions from the Presenter, unless otherwise indicated, which fees or commissions shall include but shall not be limited to any media buying representative commissions, group sales commissions or any expenses for meals and entertainment, mileage, telephone, fax or office supplies by either party.

(e) All Advertising Campaign invoices will be paid by Presenter upon presentation of certified affidavits of performance that have been approved in by Presenter. It shall be Presenter's responsibility to pay any and all necessary fees associated with the Advertising Campaign in accordance with the terms hereof, which shall include the payment of any advances or guarantees required in respect of the Advertising Campaign.

(f) Presenter shall be entitled to promote the Event in the manner and to the extent the Producer and Presenter deems appropriate. Presenter agrees that all advertising of the Event will be honest and true and will include accurate information on Event times/dates/content, ticket prices, and the type of seating (general or reserved). Presenter shall provide Producer with copies of advertising and media releases relating to the Event.

(g) Producer will have use of the Venue's video screens and lobby monitors during the Event. Operation of the video screen and lobby monitors will be at Presenter's sole cost and manned and maintained by Premise's personnel and/or contractors.

6. BROADCAST AND MERCHANDISING RIGHTS

(a) Producer, through the use of its own staff and/or contractors or volunteers, shall have the exclusive right to sell Event Merchandise inside the Venue on the Event Day(s). Presenter however, shall have no rights, without Producer's prior written approval, to sell non-Event Merchandise.

(b) All rights in and to any and all audio and/or visual broadcast, re-broadcast, transmission, reproduction or recording of the Event in the Venue, or any part thereof, throughout the world in perpetuity via all forms of media now known or hereinafter discovered, will be the sole and exclusive property of the Producer, whether the same be for simultaneous or subsequent use. Notwithstanding the foregoing, Presenter expressly retains the right to take photographs of the Event for its own records. Presenter shall be prohibited from using such photograph for sale and for

Presenter's own use or for any marketing, public relations and publicity purposes without Producer's prior written consent which consent may be withheld.

7. GENERAL TERMS REGARDING USE OF VENUE

Without limitation to any other provision of this Agreement, Producer covenants and agrees:

(a) To produce the Event in accordance with advertised times and expectations, to the extent this is within Producer's control.

(b) To use and cause its employees, agents and invitees to use the Venue only for the purposes stipulated herein and for no other purpose.

(c) That Producer will give efficient, experienced and qualified supervision to the conduct of its agents and all personnel for which Producer is responsible, using its best skill and attention.

(d) To observe and comply with, and cause its employees, agents and invitees to observe and comply with, all rules, regulations and orders established by Presenter.

(e) Not use any unlawful devices without obtaining the respective required permit.

(f) To observe and comply with, and cause its employees, agents and invitees to observe and comply with, all provisions of law including (without limitation) federal, state and local laws, building rules and any other governmental regulations which relate to the use of the Venue and the production of the Event. Producer shall observe and comply with all police, fire and health regulations imposed by any governmental authority or fire insurance underwriters and observe and comply with all those terms and conditions of the insurance policies obtained pursuant to Section 14 that must be complied with in order to maintain such insurance policies in full force and effect.

(g) Provided that Presenter does not interfere, disrupt or interrupt the Event, Presenter shall have the right from time to time to enter the Venue for any purpose.

(h) That, except as may be otherwise expressly provided in this Agreement or agreed to in a writing signed by the parties, then as between Producer and Presenter, Producer shall be responsible for the removal from the Venue on or before the expiration of the Engagement Presentation Period any and all equipment or other materials brought onto the Venue by Producer or any person using or occupying the Venue during the Engagement Presentation Periods with the authority of Producer.

8. SECURITY AND DAMAGE

Without limitation to any other provision of this Agreement:

(a) Producer and all of its employees and contractors will comply with all rules and regulations for the security and operations of the Venue, subject to Venue issuing specific security and/or operating directives from time to time. Producer shall be solely responsible and liable for

developing and maintaining all necessary measures for the maximum safety in the use of its employees and equipment utilized in conducting the Event including, without limitation, the installation and use of any equipment associated with the Event.

(b) Except for normal wear and tear, Producer and Presenter shall not cause or permit anything to be done whereby the Venue shall be in any manner damaged, marred or defaced.

(c) Presenter, Premise and Producer reserve the right to eject from the Venue any person or persons who, in the opinion of Premise and Producer, are conducting themselves in an objectionable manner.

(d) Except for normal wear and tear, Producer shall leave the Venue at the conclusion of the Engagement Presentation Period in the same condition and state of repair as received by it.

(e) Producer shall have responsibility for all costs and expenses to repair any damage in or to the Venue as a result of or relating to Producer's breach of its warranties, representations or covenants in this Agreement. Producer's responsibility and liability for such damages shall not extend to reasonable wear and tear associated with the conduct of the Event.

(f) Venue reserves the right, without liability to Producer, to interrupt or terminate the Event and/or evacuate the Venue in the interest of public safety, when, in the reasonable judgment of Presenter in consultation with law enforcement or public safety personnel such act is necessary.

9. WARRANTIES AND INDEMNITY

9.1 Producer's Warranties and Indemnification

Producer represents and warrants to Presenter that it has (or will have at the time of the Event) valid, properly executed and compatible contract(s) with the performer(s) and all other parties and staff (other than the staff to be provided by Presenter pursuant to this Agreement) whose participation or services in the Event form the basis for Producer's desire to occupy the Venue (the "Participants"). It is the obligation and responsibility of Producer to timely inform the Participants of any and all general conditions, restrictions, and policies specified in this Agreement. Presenter shall have no liability or responsibility of any kind to Producer or Producer's employees or agents for any loss, damage or injury to any person (including, without limitation, Producer and its officers, agents, employees, invitees, visitors and guests) or property in or around the Venue, its parking areas and environs or adjacent grounds or structures, unless the loss, damage or injury was caused by Presenter's negligence or willful misconduct. Without limiting the foregoing, Presenter shall have no liability or responsibility for any force majeure event that causes interference or inconvenience caused by damage to the Venue or by repairs thereto or by failure or interruption in the supply of water, electricity, light, heat, air conditioning or any other facility or utility. Presenter shall use reasonable diligence to restore any services if they are interrupted.

Producer agrees to indemnify, defend and hold harmless Presenter and its respective officers, agents, employees, representatives, successors and assigns, from and against all loss, costs and expenses, including, without limitation, attorneys' fees and costs, arising out of any personal injury, property loss or damage or other claim resulting from the use or occupancy of the Venue, or any wrongful acts of, or failures to act by, Producer and Producer's officers, agents, employees, invitees,

visitors, patrons and guests hereunder, provided any such claim is finally adjudicated by a court of law or arbitration proceeding, or settled upon the consent of Producer with an opportunity to defend any such claim.

Producer shall be responsible for obtaining and paying all costs and fees arising from, permissions and Engagement Presentations for the use of patented, copyright or franchised materials, devices, processes, music, dramatic and other rights used in connection with the production of the Event, and shall indemnify and hold harmless Presenter for all expenses incurred as a result of Producer's failure to do so, provided any such claim is finally adjudicated by a court of law or arbitration proceeding, or settled upon the consent of Producer with an opportunity to defend any such action.

9.2 Presenter's Warranties and Indemnification

Presenter warrants and represents that (i) it has the right to Engagement Presentation the use of the Venue for the Event; (ii) it has had similar types of events at the Venue and knows of no problems in obtaining permits and/or approvals for the Event; (iii) has the authority to carry out the commitments that Presenter undertakes pursuant to this Agreement; (iv) it shall be responsible for paying and submitting to any federal, state and/or local government any and all taxes required to be withheld; and (v) it shall be responsible for providing its employees with any insurance and other benefits required by law and shall further be responsible for withholding any and all payroll taxes and deductions as required by law.

Presenter agrees to indemnify, defend and hold harmless Producer and its officers, directors, shareholders, agents, employees, representatives, successors, affiliates and any affiliated companies and assigns from and against all liability, loss, costs and expenses, including, without limitation, attorneys' fees and costs, arising out of: (i) any personal injury, property loss or damage or other claim arising from the responsibilities of Presenter under this Agreement; (ii) any acts, or failures to act, by Presenter and Presenter's officers, agents, employees, invitees, visitors, patrons, guests, or contractors hereunder; or (iii) any damage and/or claim resulting from any breach by Presenter of any covenant, representation and/or warranty set forth herein.

9.3 Notice of Claims, Defense

Producer or Presenter, as the case may be, shall promptly notify the other party of any actual claim, any written demand, the commencement of any action, or the occurrence of any other event to which any indemnification under Section 9.1 or 9.2 applies (a "Claim"). The party from whom indemnification is sought may, at its option and cost, assume the defense of such Claim and/or the responsibility for any liability in connection therewith. If a party assumes the defense of the Claim and responsibility for any liability without reservation, it shall have the right to control the defense of the Claim and make any determination in connection with settlement or litigation upon notice to the other party. If it does not assume such responsibility without reservation, the other party may defend its own interests at its own costs, subject to the ultimate adjudication of responsibility for such costs.

10. INSURANCE

Presenter shall obtain and maintain in force during and for the Engagement Presentation Periods the minimum commercial general liability insurance and errors and omissions coverage by an "A-Best" rated insurance carrier in an amount in respect of each policy of US\$3,000,000

for single occurrence and aggregate occurrence coverage inclusive of limits for bodily injury to, death of, or property damage to, third parties, and such policies of insurance shall include any named additional insured parties, their respective officers, directors, shareholders, agents, employees, representatives, successors, affiliates and any affiliated companies and assigns. Written evidence in the form of a certificate or certified copy of an insurance policy issued by the insurer must be delivered to the Producer at least thirty (30) days prior to the Engagement Presentation Period, and shall contain an undertaking by the insurer not to cancel or limit the insurance coverage so described except upon no less than thirty (30) days prior written notice served on Producer. In the event that written notice of an acceptable insurance policy is not delivered to Producer at least ten (10) days prior to the Engagement Presentation Periods, Producer may, at its option and upon notice to Presenter, obtain such insurance as Producer reasonably deems necessary for the Event, the reasonable cost of which shall be deducted at Settlement and reimbursed to Producer. The parties acknowledge that the other party does not insure the property of the other party and, therefore, the owner of the property is advised to insure such property, and if such party fails to insure said property it is doing so at its own risk and the other party shall not be liable for any loss or damage to the other party's property no matter how or by whom caused, other than as a result of a willful act by the other party.

11. CANCELLATION BY PRODUCER

Producer agrees to give notice to Presenter of the cancellation of the Event immediately upon the necessity or desire for cancellation becoming known to Producer, and upon such notice of cancellation, unless due to an event of force majeure described in Section 12 below:

(a) All rights granted to Producer pursuant to this Agreement shall cease and Presenter shall be at liberty to enter and use the Venue during the Engagement Presentation Period in such manner and for such purposes as it sees fit without liability or accountability to Producer in any respect whatsoever;

(b) Presenter shall only be entitled to be reimbursed for or receive as revenue, all monies paid to Presenter by Producer for the Event and Producer shall reimburse Presenter, on reasonable demand, for any Set-Up Costs and Staff/Equipment Charges incurred by Presenter as a result of the cancellation; and

(c) Producer will provide the notice of cancellation and refunds shall be made to the Presenters of admissions tickets.

12. CANCELLATION, TERMINATION BY FORCE MAJEURE OR PRESENTER AND SPECIAL DAMAGES

12.1 Force Majeure

In the event that performance by Presenter or Producer of any of their respective obligations hereunder is interrupted or prevented by any riot, war, act of terrorism, death, governmental order or regulation, embargo, act of God, labor disturbance including a strike or slow down, or any other cause beyond the reasonable control of the Presenter or Producer, then either Presenter or Producer shall have the right, at its sole option, to terminate this Agreement. Inclement weather shall not be deemed a force majeure as long as the Producer and its employees are ready, willing and able to perform as scheduled. On such termination of this Agreement, the Event (or any mutually agreed portion of the Event) shall be cancelled and no Engagement Presentation Fee will be

payable by Producer to Presenter with respect to the portion of the Event which has been cancelled and neither party shall be liable to the other party for any fees associated with the Event if the Event did not occur; provided, however should a portion of the Event have occurred the parties shall be liable to each other for those costs and fees incurred and/or due prior such force majeure event.

12.2 Cancellation of Events

With the exception of the provisions of Section 12.1 herein, in no other event shall Presenter have the right to cancel the Event. Breach of this provision will result in Producer suffering irreparable harm and, therefore, Producer shall have the right to retain any deposits received and to seek other damages at law and all available equitable relief.

12.3 Notice and Refunds

The party responsible for termination of the Event will provide such notice and refunds shall be made to the Presenters of admissions tickets

13. MISCELLANEOUS

13.1 Assignment

With the exception of Producer's rights to assign merchandising rights to a third party, the parties shall not assign this Agreement nor sub-Engagement Presentation all or any part of the Venue without obtaining the other party's prior written consent.

13.2 Notices

Any and all notices, demands or documents of any kind which are desired or required to be given to either party may be given by personal delivery or by prepaid first-class mail (provided confirmation notice is sent via facsimile), and in any case shall be deemed to have been received on delivery or, if mailed, on the third business day following the date of mailing thereof. Until changed by written notice pursuant to this paragraph, the parties' addresses shall be as set forth in the opening section of this Agreement.

13.3 Captions; Severability; Waivers

The captions and headings in this Agreement are for reference only and shall not affect the interpretation of any provisions of this Agreement or their intent. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision hereunder shall be valid and enforceable to the fullest extent permitted by law. The failure to enforce any provision of this Agreement on any one or more instance shall not constitute a waiver or breach of any term, condition, covenant or representation hereof; provided, however, that any terms, covenants, or obligations of any party may be waived at any time in writing executed by the party or parties for whose benefit such terms exist.

13.4 Choice of Law; Venue

This Agreement and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of New York, without regard to the choice of law rules thereof. Venue of any suit, action or proceeding arising

out of or relating to this Agreement shall lie exclusively in the state or federal courts located in New York County, New York. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

13.5 Complete Agreement; Amendments

This Agreement is the final, complete and exclusive statement and expression of the full understanding between the parties hereto with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement supersedes any prior agreements (either written or oral), and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind. Except as expressly permitted in this Agreement, this Agreement may not be modified or amended except by written consent of the parties. All waivers must be in writing signed by the party waiving any right under this Agreement.

13.6 Relationship

The relationship between Presenter and Producer created by the Agreement is solely that of an operator and a party authorized for temporary use of the Venue and the same shall not constitute Producer as a tenant, agent, servant, employee or representative of Presenter, nor shall the same constitute the parties as partners of or joint venturers or joint employers with the other party.

13.7 Counterparts

This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.8 Protection Period and Confidentiality

Presenter in cooperation with Venue shall not permit the presentation of any multiple-performance family show, circus, ice show, concert or event directed to children under the age of ten (10) years of age ("Competitive Show") at the Venue or any facility either owned and/or operated by Presenter within thirty (30) days prior and thirty (30) days after the Event. If the Competitive Show is a one-performance or one-day (multiple performance) show Presenter further agrees that it will not permit such Competitive Show during the period commencing (30) days prior to and ending (30) days after the Event unless approved in advance by Producer which approval may not be unreasonably withheld. In addition, Presenter agrees that, if any such Competitive Show is scheduled after the periods indicated above, Presenter or any third party will not, without Producer's written consent, advertise, go on sale or publicize performances of the Competitive Show. Further, Presenter shall not release any statistical data, such as box office receipts and/or attendance with Producer's express written authorization and consent.



MERCHANDISE AGREEMENT

THIS MERCHANDISE AGREEMENT is entered into this **12th** day of **May, 2008** by and between **Bart Lovins, Director / Hardin County Schools Performing Arts Center** ("Presenter") and **PORCHWORTHY PRODUCTIONS, LLC** ("Producer").

WHEREAS PORCHWORTHY PRODUCTIONS, LLC has the exclusive rights to sell any and all event merchandise ("Event Merchandise") related to the live production of **MAGIC TREE HOUSE: THE MUSICAL** ("Event") which will take place on **Friday, March 20, 2009** at **Hardin County Schools Performing Arts Center** located at **384 W.A. Jenkins Road, Elizabethtown, KY 42701** ("Venue");

WHEREAS PORCHWORTHY PRODUCTIONS, LLC the right to sell the Event Merchandise at the Event at the Venue; **NOW, THEREFORE**, and for good and valuable consideration which the parties acknowledge, the parties agree as follows:

1. Producer or its representative has the right, but not the obligation, to exclusively provide all Event Merchandise that will be offered for sale at the Event, and will be responsible for the production, quality and merchantability of all Event Merchandise, and for obtaining all licensing rights required for sale of the Event Merchandise. Producer shall be responsible for all returns, claims, issues pertaining to consumer safety, or any other type of liability claimed as a result of the purchase or use the Event Merchandise, and shall indemnify and defend Presenter against any such claims.
2. Producer will provide, at its expense, all staffing to sell the merchandise at the Event. Producer shall bear all the costs of recruiting, training, providing and compensating the staff, contractors or volunteers who sell the Event Merchandise at the Event
3. Producer shall be responsible for receiving, counting in, and counting out all Event Merchandise.
4. The Presenter will use its best efforts and all available legal remedies to prevent street vendors from selling merchandise within the surrounding area of the Venue, including requesting local Police to verify proper permits and identification of any street vendor offering for sale any Show related merchandise.
5. Presenter will work with Producer to identify reasonable and appropriate locations for Producer's merchandise stands in and around the Venue and will provide Producer with

electrical power, phone lines for credit card purchases, two 8' skirted tables and 2 chairs for such stands.

6. Compensation.

(a) The parties shall be entitled to the following compensation:

- Presenter shall be entitled to a merchandise buy-out of \$0.50 per paid admission, to be paid to Presenter by Producer.

7. Taxes. Producer shall collect any and all government required taxes from the sale of the Event Merchandise and at the Settlement Producer shall advise Presenter of the amount of taxes collected. Thereafter, at the Settlement, Presenter shall deduct from the gross amount received the sale of the Event Merchandise, the amount of taxes owed and Presenter shall then be responsible for remitting all taxes applicable to the sale of Event Merchandise to the proper government authorities.

8. Settlement. All payments will be made by the Producer's representative at the Settlement which shall be scheduled the final day of the Event. The parties will exert best efforts to present and resolve all financial matters at that time. All monies owed to Producer shall be wire transferred the following business day no later than 12:00 noon Eastern Time to Producer's designated bank account number which information shall be provided to Presenter by Producer's Merchandise Manager.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

HARDIN COUNTY SCHOOLS
PERFORMING ARTS CENTER
("Presenter")

PORCHWORTHY PRODUCTIONS, LLC
("Producer")

By: _____
Name: Bart Lovins
Title: Director

By: _____
Name: WILL OSBORNE
Title: Managing Member

APPENDIX C

THIRD PARTY TICKET AGENT SERVICE CHARGES

| | CHARGE PER TICKET AT THE VENUE | | | Ticketing System: | Ticketmaster | | |
|--|--------------------------------|-------------|------------------------|-------------------|--------------|----------|------------|
| Ticket Prices | Venue Window | Venue Phone | Venue Mail Order | Outlets | Phones | Internet | Mail Order |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| All fees list above are the agreed upon per ticket services charge | | | | | | | |
| Per Order Fee (mail): | | | Per Order Fee (mail): | | | | |
| Per Order Fee (phone): | | | Per Order Fee (phone): | | | | |
| Per Order Fee (group): | | | Per Order Fee (group): | | | | |

Notes and Comments:

| | | | |
|-------------------|---|-----------|-------|
| Commissions: | % | Discounts | Comps |
| Groups | | Groups | |
| Telephone sales | | | |
| Internet sales | | | |
| Credit card sales | | | |

Offer Letter

HARDIN COUNTY SCHOOLS
AND
MAGIC TREE HOUSE: THE MUSICAL & BRAD SIMON ORGANIZATION

THIS OFFER LETTER, dated February 26, 2008, for the provision of services, is made by Hardin County Schools (HCS) under the auspices of the Hardin County Schools Performing Arts Center (PAC) to PORCHWORTHY PRODUCTIONS, LLC F/S/O MAGIC TREE HOUSE: THE MUSICAL (Show) on Friday, February 15, 2008.

This Offer is made in consideration of mutual promises and covenants contained herein, the parties hereto agree that the PAC and PORCHWORTHY PRODUCTIONS, LLC F/S/O MAGIC TREE HOUSE: THE MUSICAL will render services for the following purposes and no other:

The PAC and Show have agreed to the following activities as part of the PAC's 2008-2009 Season.

Thursday, March 19, 2009

Load In (Time: TBD)

Friday, March 20, 2009

10AM: 1 hour Student Performance (\$3,250)

Noon: 1 hour Student Performance (\$3,250)

7:00PM: Full length (85 min. plus intermission) Public Performance (\$7,500)

Load Out (Time: following performance)

For said services, The PAC shall:

- Pay Show \$14,000 (50% deposit to The Brad Simon Organization, Inc. with signed contracts, balance to Porchworthy Productions, LLC) for services rendered prior to final performance..
- Provide and pay for lodging (12-15 double rooms-exact number tbd at least 30 days in advance) for Show and crew for 2 nights.
- Pay PORCHWORTHY PRODUCTIONS, LLC a 10% Royalty for the Public Performance only.
- Promote the show locally and regionally.

For their part in this agreement PORCHWORTHY PRODUCTIONS, LLC F/S/O MAGIC TREE HOUSE: THE MUSICAL shall:

- Provide a Tech Rider along with Contract allowing PAC staff to properly prepare for event.
- Provide all "out of the ordinary" equipment necessary for his performance with the exception of general theatrical lighting and sound.
- Provide publicity materials including but not limited to posters, press kits and promotional footage.
- In lieu of 10% gross on merchandise sales, PORCHWORTHY PRODUCTIONS, LLC shall pay PAC \$0.50 per paid admission for the Public Performance.

SPECIAL NOTE: Dependent upon funding and demand and the availability of the Show at the time of request, this agreement may be amended to include two additional Student Performances on Thursday, March 19, 2009 at a cost of \$6,500 total. This will necessitate a Wednesday, March 18, 2009 Load In and an additional night's lodging.

~~Both parties agree to reevaluate terms of this agreement as the need arises. All arrangements set forth in this letter apply to the 2008-2009 season and are negotiable by either party for future Events.~~

By signature below, The PAC and PORCHWORTHY PRODUCTIONS, LLC F/S/O MAGIC TREE HOUSE: THE MUSICAL agree to all of the terms set forth in this Letter.

IN WITNESS WHEREOF, the parties hereto have reviewed and confirmed all specific addenda contained herein. Therefore, parties set their names on the day and year first above written.

HARDIN COUNTY SCHOOLS (HARDIN COUNTY SCHOOLS PERFORMING ARTS CENTER)

By:  _____

Date: 2/26/08

PORCHWORTHY PRODUCTIONS, LLC F/S/O MAGIC TREE HOUSE: THE MUSICAL

By: 
Brad Simon, Agent, Brad Simon Organization, Inc.

2/26/08

Preliminary
TECHNICAL RIDER
Magic Tree House®: The Musical

VERSION 6

Following is a **Preliminary** Technical Rider for the 2008 /2009 Touring Production of "Magic Tree House®: The Musical".

Please direct any questions/comments to General Manager Jack Desroches until you receive the finished Rider.

| |
|--------------------------|
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|--------------------------|

- Contact Information
- General Notes
- Cast/Crew List
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- Load-in Schedule
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- Audio
- Electrics
- Wardrobe
- Dressing Rooms
- Hospitality
- Security
- Additional Requirements
- Light Plot

| |
|----------------------------|
| CONTACT INFORMATION |
|----------------------------|

Please include: a ground plan, lighting instrument schedule and house repertory 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.

IF YOU HAVE ANY QUESTIONS OR CONCERNS about anything in this technical rider please contact our General Tour Manager at Milestone Productions, LLC

Jack Desroches

Phone: 413-592-4184

Email: jack@milestoneevents.org

Initials
of purchaser:

Preliminary Rider 5/6/2008

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GENERAL NOTES

- **THIS PRODUCTION IS NOT A YELLOW CARD ATTRACTION.** All information and call times will be set by the Production Technical Director who will contact the local Business Agent, the House Carpenter and/or the Technical Supervisor by telephone in advance of our arrival.
- **PLEASE NOTE: The foregoing are the estimated STANDARD requirements.**
- Please email a copy of the **current technical package (including ground plan, section, dressing room layouts, etc.)** to the office of the Production/Technical Director at least thirty (30) days prior to the engagement. Please include any obstructions (i.e. air ducts, lighting bridges, steel, catwalks, etc.) and the location of all rigging steel (both high and low). Please include any load restrictions on the steel and advise of any special load in considerations including distance from loading dock to stage, obstacles, elevators, or ramps.
- The Production will use its own lighting to supplement the house lighting. The Production carries its own lighting board and Moving Lights and will augment the house lighting system with production lighting instruments. (Instrument list and lighting plot to follow).
- The Production will use house sound equipment. The Production carries its own wireless and playback systems, but will be using house PA (see details under audio requirements) The Production will bear no costs related to use of house equipment. If the Production is not using house equipment, as per advance conversations with the Production Technical Director, the equipment must be cleared prior to the load-in.
- For **theatres**, doors to the seating area for the performance will open at half (1/2) hour prior to curtain. For **arenas** with the ability to restrict access to the seating area while maintaining an open lobby or concourse, doors will open at one (1) hour prior to curtain to the concourse or lobby and doors to the seating area will open at one half (1/2) hour prior to curtain. For **arenas** that are unable to restrict access to the seating area, doors will open at forty-five (45) minutes prior to curtain.
- Before the start of the first call, **all areas** of the venue, stage, loading docks, dressing rooms, storage areas, and production offices must be **completely clear and broom clean**, and in readiness for the sole use of this production. These areas must remain reserved for the exclusive use of this production for the duration of the load-in, performance, and load-out.
- To assure the proper, efficient and safe functioning of the production, the attraction's managers, supervisors and members of its crew will be present for load-in, hanging, show calls and load-out and will provide technical direction and technical instructions directly to local personnel. A venue representative must be available to the Production from one hour prior to the load-in to the end of the first performance.
- All requirements of this addendum must be fulfilled prior to the show's arrival in order to protect the first performance. In the event that the facility does not conform with the attraction's minimal technical requirements as stated above, additional local personnel may be required and/ or some amendments to the physical production may be necessary. If the facility does not conform to show's minimum requirements, please notify the Company Manager immediately.

CAST / CREW LIST

CAST

1. Jack
2. Annie
3. Morgan Le Fay
4. King Arthur
5. Guinevere
6. Merlin
7. Sir Galahad
8. Sir Bedivere
9. Rose
10. Beatrice
11. Sir Lancelot
12. Sir Perseval
13. Swing
14. Swing

PORCHWORTHY PRODUCTIONS ROAD CREW

1. Company Manager
2. Production Stage Manager
3. Assistant Stage Manager
4. Carpenter
5. Lighting Engineer
6. Audio Engineer
7. Wardrobe Mistress
8. Merchandise Manager
9. Talent Coordinator

PARKING

The PURCHASER agrees to provide safe and adequate parking secured near the venue for one (1) 53' trailer and cab as well as two (2) buses for the cast and crew. Additional parking must be provided for any personal vehicles of the PRODUCERS staff. **Parking must be available from the night prior to load in to the night of load out at PURCHASERS expense.** Please provide parking specifics as well as directions to your loading dock in the advance prep for "Magic Tree House®: The Musical".

LOADING ACCESS

The Producers' staff must be able to bring all vehicles right up to the performance area for load in and Load out. Load in must be done on a paved or cemented surface. If vehicles cannot be brought up to the stage or performing area, purchaser must provide at it sole cost and expense, means to move equipment to the performing site. I.e. Forklift and licensed driver. If performance area is on a different level from the loading area, a freight elevator large enough for a 7'h x 8'l x 4'w road case must be made available. If loading area is not Truck height, a ramp must be provided at no additional cost to the Producer.

LABOR REQUIREMENTS

LOAD-IN AND LOAD-OUT

PURCHASER will be solely responsible for any local union or non-union requirements for labor, Teamsters, or any other such personnel and for any such fees, salaries, penalties, dues, benefits etc in connection with the presentation of the production.

No load in will take place between midnight and 6:00 am, unless mutually agreed upon in writing at least thirty (30) days prior to the performance.

PURCHASER agrees to provide a minimum of the following crew for load-in and load-out of the production. Department heads are included in the following:

- Loaders - 4 individuals (can be same as Fly & Focus Crew)
- Electrics - 3 individuals (Lighting department head & Focus crew)
- Carpentry/Flies – 5 individuals (adjust according to house minimum fly crew)
- Riggers – 1 up/ 1 down
- Sound – 1 individuals
- Props – 1 individual
- Wardrobe – 2 Individuals

Note regarding crew: Loaders, carps and electrics can be the same hands, IF APPROPRIATE FOR YOUR HOUSE. If there are questions, please verify during advance.

The Magic Tree House® rarely takes longer than 8 hours to load in; however the PURCHASER agrees that should it be necessary, all crew shall remain onsite until such time as Porchworthy Productions' STAGE Manager agrees that they may leave.

Stagehands:

- All personnel called for the load-in, load-out, and performances of the Production must be qualified in their department and prompt for the starting times of all calls. All stagehands employed are expected to bring basic tools.
- **PORCHWORTHY HAS A ZERO TOLERANCE POLICY FOR ALL CAST AND CREW. ANY STAGEHAND OR WARDROBE PERSONNEL SHOWING UP FOR WORK OR SHOW CALLS SHOWING SIGNS OF BEING UNDER THE INFLUENCE OF ALCOHOL AND/OR ILLEGAL SUBSTANCE(S) MUST BE IMMEDIATELY DISMISSED AND PROMPTLY REPLACED AT THE COST OF THE VENUE/PRESENTER.**
- It is expected that when a stagehand begins working in one department that the stagehand will continue in that department for the duration of the load-in. It is also expected that the stagehands that will be on the running crew will work the load-in and the load-out in the same departments that they are working on the run of the show. Further, it is expected that when a stagehand accepts a job on the running crew that said stagehand will remain on that job for the duration of the engagement. In the event that a stagehand must vacate a position, then his replacement must have a training period of one performance under the direction of the current employee prior to assuming the position alone.
- Stagehands will be **required** to wear blacks, including long sleeved black shirts, black socks and shoes during performances.

- All members of the local running crew are required to run cues.
- All work calls will be determined by the Production Technical Director in consultation with venue staff.
- All labor costs related to pre-hang, load-in, show calls and load-out are the responsibility of the promoter.

SHOW CALL

The show call for the first performance of each day is a minimum of 1 hour prior to curtain. The show call on each subsequent performance on the same day shall be ½ hour prior to curtain. Show calls may be changed and supplementary crew may be requested should the need arise.

The PURCHASER agrees to provide the following crew for every performance in the venue; in addition, all crew shall be available to rehearse during the technical process. Department heads are included in the following.

The minimum running crew for each performance shall consist of:

- Flies – 1 individual (adjust according to house minimum fly crew)
- Electrics – 1 individual
- Follow Spot operators – 3 individuals
- Carpentry/Deck hands – 5 individuals
- Sound – 1 individual
- Props – 1 individual
- Wardrobe – 2 individuals

ESTIMATED RUNNING TIME

First Half: 44 minutes
 Intermission: 20 minutes There MUST be an Intermission.
 Second Half: 32 minutes
 Est. Strike Time: 4 Hours

(NOTE: MATINEE SCHOOL SHOWS WITH ADVANCE ARRANGMENT – 60 Minutes, no intermission)

STAGE REQUIREMENTS

- **Magic Tree House®: The Musical** plays a 50' opening with an ideal depth of 45' from the down stage edge to the upstage full black.
- The minimum opening is 35' wide.
- The minimum stage size including wing space and crossover is 60' wide by 30' deep.
- Wing space must be clear of all unnecessary equipment (Pianos, etc.) and cabling.
- All wing space and onstage crossovers must be safely lit with a minimum of two blue gelled lights for each area.

The purchaser must provide at its sole cost and expense adequate masking such that the audience and general public have no visual access to the wing areas, crossovers, backstage areas or dressing rooms or the access to them from the stage.

LOAD IN SCHEDULE

If the first show is before 12 noon, and the house can allow it, Porchworthy prefers to load in the night before the first show. In order to facilitate an efficient load-in, venues should prepare the following in advance:

- Ensure a 3 color front wash has been hung (color list attached), and pre-focused.
- 3 color stage wash pre-focused
- Front of house audio has been set up, audio feed from house board supplied for Porchworthy Productions' touring audio rig.
- One props tables setup on either side backstage
- Mirrors, water and cups provided backstage
- Clearcom headsets setup at Audio board, Lighting board, Stage management desk, and rail.

Provided the PURCHASER is properly setup, estimated total load in time 6 hours + 1 hour lunch break

@ 8 HOURS TO HOUSE OPEN

- Unload Trucks into Theatre – 60 minutes
- Rig Drops - Assemble Set
- Laundry needs attended, wardrobe to dressing rooms – steam, hang, etc.
- Production Office set-up

@ 7 HOURS TO HOUSE OPEN

- Stage management setup backstage / spike stage
- Prop set-up
- Establish Low and High Trim, adjust Legs and Borders for sightlines
- Setup Porchworthy Productions Audio gear (wireless mic receivers)
- Backstage set-up – dressing rooms, etc.
- Check LX focus, Perform Touch-ups as needed

@ 5 HOURS TO HOUSE OPEN

- LX / Audio Level Set
- Performer Call – Backstage Tour and Physical and Vocal Warm ups
- Programming

@ 2 HOURS TO HOUSE OPEN

- Lunch (crew and heads may be rotated off for meals if the need arises)

@ 1 HOUR TO HOUSE OPEN

- Crew Call for Show
- Sound Check, possible dance rehearsal
- Final check of props, wardrobe, etc.

@ HOUSE OPEN

- House Opens
- Performers move backstage

@ 0 MINUTES TO CURTAIN

- Show Starts

PRODUCTION / STAGE MANAGEMENT

- A **production office** must be made available with space and electrical power to set up and use a laptop computer and a printer. The production office must also have telephone lines that will allow calling of local and toll free numbers for telephone and fax use.
- Ethernet connection to house LAN.
- A **video feed** to a monitor at the stage managers station back stage is requested. Under no circumstances may video images of the show be recorded.
- A **back stage-paging microphone** to all dressing rooms and green room areas, in working order.
- Company and Stage Managers must have access to their office space during day hours. One (1) set of road office keys and one (1) set of dressing rooms keys, one for the Company Manager and one for the Head of Wardrobe, will need to be provided to the Production during its stay.
- A separate secure room must be provided for merchandise. This room should contain a total of six (6) (6'-0" by 2'-6") tables. This room should be under lock and key available for exclusive use to the Production.
- The Production requires **one (1) T1 access line for internet connection** and two (2) telephone lines to be installed, checked, and working prior to the company's arrival. A current local yellow pages directory must also be provided.
- It is preferable that no Production telephone lines go through a switch board or in-house telephone system.
- Please notify the Production Office immediately if you are unable to comply with this request. If phones must be controlled by a switchboard, the Production must have access from 10:00am until midnight.
- Phone numbers are to be assigned and provided to the Company Manager 72 hours prior to the start of load-in.
- **HEADSETS:** A minimum of nine (9) headsets need to be provided for performance(s). The following positions require headsets:
 - 1 fly rail / curtain
 - 1 backstage right
 - 1 stage manager* (back stage at stage manager's station)
 - 1 assistant stage manager
 - 1 light console operator
 - 1 sound board operator
 - 3 follow spot operators

NOTE: The Stage Manager must have either a wireless headset or at least 25 ft. of cable. Wireless headsets are preferred

PROPS, SETS, & SOFT GOODS

Prior to the arrival of the Production, the stage must be assembled and ready to receive equipment. Any changes to the venues soft goods as provided by Production Technical Director must be completed as well. All production areas of the stage and venue **must** be cleared of all house equipment that may obstruct the Production's stage and venue requirements.

PROPS

- One table (3'x 6' or 3'x 8') will be required for the lighting consoles located in the front of house.
- The Production requires the use of Four (4) (6'-0" by 2'-6") tables of for use off-stage.
- Two (2) quick-change areas will be set up on stage (one SR; one SL).
- The stage area must be swept and mopped before each performance
- Water Stations backstage - The venue shall provide a clean water source for each show (water from a hose is unacceptable). This station will be the responsibility of the Props/Carps department. In addition, clean ice and a container should be made available prior to each performance.

SOFT GOODS

- Road Manager will provide line-set specifics in advance. Please use this as a guideline:
- Sufficient masking for the wing space, on-stage electrics, and crossover must be in place prior to load-in as detailed in line set schedule.
- Upstage full black out with cross over is required.
- Standard house leg set up is okay as long as width is held.

SET

The producer is traveling with (but not limited to) the following set pieces:

- 1 Tree House Set
- 1 Large Cauldron
- 1 Large Oval Table
- Fog Machines
- Various Hand Props
- This list may be added to needed.

AUDIO

- **The Producers rack:**
 - 12 wireless UHF-Synch mics
 - 1 wireless backup
 - 1 Hand held wireless for voiceovers
 - More to be announced in final rider
- **The Producer's Sound Technician** will mix the show and execute all sound cues during the show.
- **The HOUSE SOUND ENGINEER** must be a sound professional experienced in the set up of and live 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.
- **THE PRODUCER** will supply twelve (12) UHF-Synch wireless microphone systems with head set microphones. Rack lives on stage, with antennas.
- **The Purchaser** will provide a wireless HH or 1 wired SM58 on mic stand SR.
- **Back stage-paging microphone** located at the stage manager's station SR is requested.

MONITOR SPEAKER SYSTEM – THE PURCHASER IS RESPONSIBLE FOR THE FOLLOWING

- Two (2) full range speakers located near the down stage edge (left & right) for playback positioned to provide sound coverage of the entire down stage performance area.
- Two (2) full range speakers must be positioned as side fill monitors on the stage. These may be placed just up stage of the first or second set of legs depending on the stage configuration or they may be flown in the wings. These monitors must give full sound coverage to the stage area.

Monitor mix is from front of house.

HOUSE SOUND SYSTEM – THE FOLLOWING MUST BE PROVIDED BY THE PURCHASER AND BE IN PLACE PRIOR TO LOAD-IN

- The speaker system must be adequate to provide clear, even coverage to the entire audience seating area - including a center speaker cluster, house side fills, and balcony delay speakers where necessary.
- The system can be stereo or mono and must include all necessary amplification to drive both the house and monitor speaker systems at professional concert levels with out distortion.
- The system must also include adequate equalization for each of the house speaker areas as well as the monitor speakers.
- The system must include a professional soundboard in good working order.
- Two (2) professional quality cue-able CD players are required. These CD players must be able to play Burned CD(s) with out skipping or distortion.
- The main PA must have a 31 band eq and compressor on each channel.
- A thirty (30) minute sound check will be held prior to the first performance in each city. In cases when the load in occurs the day before a morning opening, the Production reserves the right to conduct sound check directly following load in. However, typically this will occur two hours prior to curtain and will be complete not later than thirty minutes prior to curtain. The auditorium must be cleared of ushers at this time to insure absolute silence. The house will not be available to be opened to the public until thirty (30) minutes prior to the advertised curtain.

ELECTRICS

- The Production carries its own lighting board, Moving Lights, truss, conventional lighting, and dimmers. House lighting equipment should be pre-hung and rough focused prior to load-in, only if needed and only at the request of the production technical director. Details of board and lighting plot to follow.
- Power for computers, battery chargers etc. must be left on at all times.
- One (1) sturdy table is to be provided for the computer light board (3'x 6' or 3'x 8'). **Board Operator must be located Front of House.** In an arena, 12 inch risers must be provided for both the lighting and audio consoles. Dimensions should be 16' x 8'.
- Qualified personnel must be available for electrical hook-ups for the load-in and load-out.
- If Technical Rehearsals are needed, the house will provide a designers table with monitors of the lighting console and clearcom to the lighting operator.
- House must provide 400-amp service for lighting and other requirements that terminates at least 50 feet from stage.
- An additional 200 amp service is required (terminating at least 50 feet from stage) for audio, separate from lighting.
- House power feed must maintain a minimum of 208 volts and be configured in Y Phase.
- **The power feed must be terminated within 50' of the stage.** If the power feed does not terminate within 50' of the stage, the venue must provide the necessary feeder cable, etc., to ensure that the power feed terminates at the stage.

NON-TRADITIONAL VENUES /ARENA

If the venue of the performance is a non traditional proscenium theatre such as an arena or music concert hall the purchaser must provide at no additional cost to the Producer the following in addition to the masking requirements of line set schedule:

- Masking of professional theatre quality and being of a single, consistent color, in good condition with a minimum height of 30 feet;
- Masking that completely masks the stage area with the exception of the portal opening and including the back stage area as well as the access to the dressing room areas.
- In venues that do not have a full fly system as previously described the Purchaser, at no additional cost to the producer, may be required to provide an up-stage traveler. Each with all hardware for proper operation as well as masking totaling the entire width of the stage for each traveler. These travelers and masking may replace two sets of legs.
- Ground plans and hanging schedules for arenas are available upon request.

Deck and Staging – for all **arena** performances

- The stage dimensions should be 60' x 40' x 4'
- All appropriate skirting for the front of the stage should be placed after the lighting has been focused.
- One (1) staircase will be required for the performers to use for access from the front of house to the stage as well as two sets placed backstage.
- Railings should be placed approximately 5 hours into load in and removed at the top of load out.

WARDROBE

- Wardrobe needs to be located in a large room that can be locked. This area must be clean and emptied of any items not essential to the running of the production.
- **One (1) full sized washer and one (1) full sized dryer must** be provided on the premises for the production's exclusive use. Washers must have individual cycle capabilities and water levels. Dryers must be 220 volts. If In House laundry is not available, PURCHASER agrees to provide sufficient wardrobe staff to transport and launder the costumes at an off site facility. Coin operated machines will be at the expense of the theater. Appliances must be in full running condition on the first day of load in.
- The Wardrobe room will require (4) 15 amp 115V circuits. The Wardrobe room will also require two (2) 6 foot tables, four (4) chairs, and two (2) rolling racks.

PURCHASER agrees to provide sufficient wardrobe staff to provide adequate maintenance and cleaning of all costuming. Cleaning details will be provided by the PRODUCER on site and in advance.

DRESSING ROOMS

Dressing Rooms must be available at the beginning of the load-in schedule.

- Minimum 4 dressing rooms are required:
 - #1 FEMALE – 3 PERSONS
 - #2 MALE – 3 PERSONS
 - #3 Female Chorus Room
 - #4 Male Chorus Room
- Each dressing room must be stocked with 2 large, fresh towels per person per show
- Each dressing room must be stocked with 12 1L bottles of water at room temperature per show. (See catering requirements)
- Dressing rooms must be private and out of public view with direct and unobstructed access to the stage- NOT THROUGH THE PUBLIC AND COMPLETELY OUT OF PUBLIC VISUAL ACCESS.
- Each dressing room must contain 4 chairs, 1 table, 1 mirror and a space to hang costumes on hangers.
- Each dressing room must be clean well lit and maintained at a comfortable temperature.

Each dressing room must have private access to clean showers.

Ice must be readily available.

HOSPITALITY

Purchaser, at its sole cost and expense, must provide the performers and crew with the following:

- Magic Tree House®: The Musical consists of a crew of 9 and a cast of 14. (Please include local crew in count.)
- No processed food of any kind please, including meat and cheese.
- Please provide appropriate dinnerware, cutlery and napkins.
- There must be a non-public place for the cast to eat.
- 48 1L bottles of water PER SHOW each day – room temp
- Donuts, muffins, bagels, coffee, tea, fruit juice, cereal, etc. must be provided for all crew members and drivers including local crew (approximately 30 people) during all load-ins. These refreshments shall be available two hours after the start of load-in. *When load in begins after 12noon, other appropriate food may replace the aforementioned items.
- If load in begins between 12midnight and 6am with a show on the same day, a full hot breakfast must be provided to the road crew (approximately 7 people) at their break; between hours 4 and 6. Please discuss with the Company Manager for exact times.
- Separate from the above, Soda (Cola, Diet Cola, Sprite, Root Beer), fruit juices, coffee, tea, individual bottles of water, and fresh fruit must be provided for all personnel (approximately 23 people) at two (2) hours prior to each performance.
- On days when there is more than one (1) performance, **with the start times within four hours of each other OR days with more than 2 shows**; a hot meal must be provided for the entire traveling company (approximately 23 people) immediately following the first performance or at such time as requested by the Company Manager.

SECURITY

- NO CHILDREN OR PERSONS NOT DIRECTLY RELATED TO THE PRODUCTION ARE PERMITTED BACKSTAGE WITHOUT THE CONSENT OF PORCHWORTHY PRODUCTIONS STAGE MANAGER.
- NO PHOTOGRAPHY OR ELECTRONIC RECORDING IS PERMITTED BACK STAGE AT ANY TIME.
- In non-traditional proscenium theatrical venues (such as arenas and music concert venues) a minimum of three security personnel must be on duty for all show calls and in between any performances on the same day.
- NO GUNS MAY BE WORN BY ANY SECURITY PERSON IN THE FACILITY WHILE THIS CONTRACT IS IN FORCE OTHER THAN MEMBERS OF AN ACCREDITED CITY, STATE OR FEDERAL POLICE FORCE.
- House staff should be instructed to keep children off stage at all times.

ADDITIONAL REQUIREMENTS

PERSONAL APPEARANCES

- Purchaser agrees that he/she will not commit Producer or Producer's staff to personal appearances or any other promotion without prior **written** consent of the Producer. Meet & Greet must be requested in writing prior to the date of the performance.

INSURANCE

- If Purchaser requires characters to contact public with photo sessions, "Meet & Greet", or any other such situation where characters come in contact with the public, Purchaser will include Producer, Owner, and Producer's staff as additional insured on their public liability policy and will hold the Producer, Owner, and Producer's staff harmless from and against any action or claim that is the result of any such public appearance.

BILLING & PUBLICITY

- **MAGIC TREE HOUSE®: THE MUSICAL** is to appear by itself and not as part of any other show or character appearance. Show to have 100% type size billing in signage, print, and advertising, as follows:

100%: "MAGIC TREE HOUSE®: THE MUSICAL", Porchworthy Productions, LLC

Finalized Billing & Publicity information will be sent in Final Technical Rider April 1, 2008.

PUBLICITY AND ADVERTISING ARTWORK

- All artwork used in connection with the performance and for the publicity and advertising must be approved by the Producer. Purchaser agrees not to produce or print artwork without prior **written** consent of the Producer.

SPONSORS/ENDORSEMENT

- Purchaser may not offer **MAGIC TREE HOUSE®** to any sponsors without prior written permission of Producer. Producer reserves the right to have its own sponsor(s) as part of the engagement and Purchaser will cooperate with Producer in terms of sponsor requests for banners, signs, kiosks, and other items. **MAGIC TREE HOUSE®** appearance shall not constitute the endorsement of any product, unless agreed to in writing by Producer.

SHOW DESCRIPTION

- The show title is, **"MAGIC TREE HOUSE®: THE MUSICAL"**. This title is to be used in all signage, advertising, and promotion with the billing and Publicity provision set forth herein.
- See publicity package for full show description or contact The Brad Simon Organization.

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COPYRIGHTS AND TRADEMARKS

- Purchaser understands that the rights in and to **MAGIC TREE HOUSE®**, including worldwide copyrights and trademarks, belong solely and exclusively to Owner. Purchaser further recognizes the great value of the publicity and good will associated with **MAGIC TREE HOUSE®** and acknowledges that such good will belongs exclusively to the Owner. Purchaser hereby agrees that it shall not at any time acquire any rights in and to **MAGIC TREE HOUSE®** by virtue of any use it may make of **MAGIC TREE HOUSE®**.

All print and visual advertising must display the following notices:

PORCHWORTHY PRODUCTIONS, LLC

All rights reserved.

MAGIC TREE HOUSE®: THE MUSICAL is a production of PORCHWORTHY PRODUCTIONS, LLC.

TOUR MERCHANDISE

- During the dates of this engagement - Purchaser will not sell or authorize any third-party to sell any souvenir merchandise, of any nature, other than the tour merchandise supplied by the Producer or the Producer's merchandise representative. This applies to the place of the performance and any adjacent place under its control.
- Purchaser also agrees not to distribute any free souvenir items to the audience, without the prior written permission of the Producer. Producer reserves the exclusive right to sell its own official souvenir merchandise and the Purchaser will make available the space and logistics to do so.
- Two (2) skirted tables should be provided in the front of house location that merchandise will be sold. The vendors do have their own crates in which to sell and carry stock. Please inform the Merchandise manager if the lobby area is too small for these crates OR if this area is only assessable from front of house and not the loading dock area.
- One (1) phone line for the credit card machine is needed no later than 2 hours after the start of show load in. Please confirm with the merchandise manager for specifics.
- One (1) room located front of house should be made available to the merchandise manager at the time of load in. This room should be able to be secured with only the merchandise manager having access.

MUSIC LICENSES

- Purchaser warrants and represents that it has obtained all necessary music public performance licenses from ASCAP, BMI, and SESAC that are required in connection with the **MAGIC TREE HOUSE®** performance pursuant to this agreement.

COMPLIMENTARY TICKETS

- Purchaser agrees to provide at no cost to the Producer Twenty (20) complimentary tickets for each performance day for use by the Company. The seats will either be released or requested prior to show time by the Company Manager.

HOTEL ROOMS

- Purchaser must, at no cost or expense to the Producer, provide sixteen (16) double hotel rooms as described in section 4 of the attached contract.
- Hotels must be no less than three (3) stars, booked and confirmed to Producer at least **four (4) weeks** in advance of performance date or Producer will make arrangements for the accommodations, which will be reimbursed by the Purchaser at a rate of two thousand (\$2000.00) dollars per evening. Reimbursement for rooms is to be made to the Producer's Representative **prior to** the first performance on the first performance day.
- The Purchaser will be billed directly from the hotel for the rooms and associated taxes. All other expenses incurred at the hotel will be billed directly to the performers and crew.
- All Hotels must have parking for two (2) tour Buses and one (1) 53' trailer and cab at no cost or expense to the Producer.
- All Parking fees shall be the responsibility of the Purchaser.

COLLATERAL USE

- Purchaser agrees that there will be **no** audio or video recording of the performance.

TAXES

- **NO** Federal, State, Local, or Other Taxes are to be deducted from the contract amount without the express written permission of Producer and Owner.

RE-SALE OF ARTIST

- **Re-sale** of this contract is forbidden.

SETTLEMENT REQUIREMENTS

- Box Office – the Company Manager will make contact with either the venue contact or the box office manager for the following information: audit & combined audits broken out per show clearly stating the number of paid and comped patrons and gross ticket sales. After each performance an updated show audit and combined audit per show should be made available to the Company Manager.
- Drop Count – for settlement purposes a drop count per show shall be provided. This can be either a physical count of ticket stubs (in bundles of 50 or 100) or a scan report. This should be provided per show and delivered to the production office.
- All documented expenses should be presented prior to the beginning of the last show of the run. These expenses should include any "off the top" expenses as well as a detailed list of any fixed expenses.

NON-CANCELLATION

- Purchaser understands this engagement is on a guaranteed basis and that Purchaser agrees to pay the full contract amount specified herein, subject to cancellation due to force majeure.

Porchworthy Productions is a professional touring company and we understand that every theatre has been built and designed differently. We pride ourselves on being able to deliver the highest quality professional family entertainment in your venue. Thank you.

If any conditions outlined in this rider cannot be met, please contact PORCHWORTHY PRODUCTIONS, LLC. IMMEDIATELY. Again, failure to comply may result in Producer declining to perform at event.

The contents of this Technical Rider for the production of "Magic Tree House®: The Musical" are part of the contract and as such the contents are binding.

No changes are accepted unless in writing and signed by both parties.

**Accepted and Agreed by the
Purchaser:** _____

Print Name: _____

Date: _____

**Accepted and Agreed by the
Producer:** _____

Print Name: _____

Date: _____

**Please direct all CONTRACT questions to:
Brad Simon Organization, Inc.
Tel: 212-730-2132 Ext. 10 Fax: 212-730-2895
officemgr@bsoinc.com**

**General Tour Management by
Jack Desroches
Milestone Productions, LLC
Tel: 413-592-4148 Ext. 12 Fax: 413-594-7758
Jack@milestoneevents.org**

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of purchaser:

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| Instrument Count Sheet | | |
|---------------------------------------|-------------------------------|------------------------|
| | | |
| Number | Instrument | Provided By |
| | | |
| 40 | S4 19° | House |
| | | |
| 12 | S4 26° | House |
| | | |
| 14 | S4 36° | House |
| | | |
| 3 | S4 50° | House |
| | | |
| 37 | PAR 64 | House |
| | | |
| 7 | PAR 64 | Show |
| | | |
| 7 | Coloram | Show |
| | | |
| 7 | Mac 2000 | Show |
| | | |
| 2 | AF 1000 Strobe | Show |
| | | |
| 2 | Strobe Canon | Show |
| | | |
| 1 | F100 Fogger | Show |
| | | |
| 1 | Rotator | Show |
| | | |
| 3 | Follow Spots | House |
| | | |
| 6 | 4 cell Cyc Lights | House |
| | | |
| 8 | 8'5" 4 cir ZipStrip Lights | Show |

The Magic Tree House Tour

Instrument Schedule As of 4/2/2008

Balcony Rail

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|------------|-------|------------------|--------------|--------|---------|
| 1 | S4-19° | 575w | R349+R132 | Magenta Rail | | 9 |
| 2 | S4-19° | 575w | L119+R132 | Blue Rail | | 10 |
| 3 | S4-19° | 575w | N/C; T:R77774A | Sliders Warm | | 72 |
| 4 | S4-19° | 575w | L161; T:77774A | Sliders Cool | | 75 |
| 5 | S4-19° | 575w | R349+R132 | Magenta Rail | | 9 |
| 6 | S4-19° | 575w | L119+R132 | Blue Rail | | 10 |
| 7 | S4-19° | 575w | N/C; T:R77774A | Sliders Warm | | 72 |
| 8 | S4-19° | 575w | L161; T:77774A | Sliders Cool | | 75 |
| 9 | S4-19° | 575w | N/C; T:R77774A | Sliders Warm | | 72 |
| 10 | S4-19° | 575w | L161; T:77774A | Sliders Cool | | 75 |
| 11 | S4-19° | 575w | R349+R132 | Magenta Rail | | 9 |
| 12 | S4-19° | 575w | L119+R132 | Blue Rail | | 10 |
| 13 | S4-19° | 575w | N/C; T:R77774A | Sliders Warm | | 72 |
| 14 | S4-19° | 575w | L161; T:77774A | Sliders Cool | | 75 |
| 15 | S4-19° | 575w | R349+R132 | Magenta Rail | | 9 |
| 16 | S4-19° | 575w | L119+R132 | Blue Rail | | 10 |

2nd FOH

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|------------|-------|------------------|----------------|--------|---------|
| 1 | S4-19° | 575w | R333+R132 | Warm Front DL | | 1 |
| 2 | S4-19° | 575w | L161+R132 | Cool Front DL | | 11 |
| 3 | S4-19° | 575w | R333+R132 | Warm Front DLC | | 2 |
| 4 | S4-19° | 575w | L161+R132 | Cool Front DLC | | 12 |
| 5 | S4-19° | 575w | R333+R132 | Warm Front DC | | 3 |
| 6 | S4-19° | 575w | L161+R132 | Cool Front DC | | 13 |
| 7 | S4-19° | 575w | R333+R132 | Warm Front DRC | | 4 |
| 8 | S4-19° | 575w | L161+R132 | Cool Front DRC | | 14 |
| 9 | S4-19° | 575w | R333+R132 | Warm Front DR | | 5 |
| 10 | S4-19° | 575w | L161+R132 | Cool Front DR | | 15 |

1st FOH

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|------------|-------|------------------|----------------|--------|---------|
| 1 | S4-19° | 575w | R333+R132 | Warm Front UL | | 6 |
| 2 | S4-19° | 575w | L161+R132 | Cool Front UL | | 16 |
| 3 | S4-19° | 575w | R333+R132 | Warm Front ULC | | 6 |
| 4 | S4-19° | 575w | L161+R132 | Cool Front ULC | | 16 |
| 5 | S4-19° | 575w | R333+R132 | Warm Front UC | | 7 |
| 6 | S4-19° | 575w | L161+R132 | Cool Front UC | | 17 |
| 7 | S4-19° | 575w | R333+R132 | Warm Front URC | | 8 |
| 8 | S4-19° | 575w | L161+R132 | Cool Front URC | | 18 |
| 9 | S4-19° | 575w | R333+R132 | Warm Front UR | | 8 |
| 10 | S4-19° | 575w | L161+R132 | Cool Front UR | | 18 |

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SR Box Boom

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|------------|-------|------------------|-----------------|--------|---------|
| 1 | S4-19° | 575w | L161+R132 | SR Bx Cool Far | | 131 |
| 2 | S4-19° | 575w | R33+R132 | SR Bx Warm Far | | 121 |
| 3 | S4-26° | 575w | L161+R132 | SR Bx Cool Ctr | | 132 |
| 4 | S4-26° | 575w | R33+R132 | SR Bx Warm Ctr | | 122 |
| 5 | S4-36° | 575w | L161+R132 | SR Bx Cool Near | | 133 |
| 6 | S4-36° | 575w | R33+R132 | Sr Bx Warm Near | | 123 |
| 7 | S4-36° | 575w | R17+R132 | Curtain Warmers | | 120 |
| 8 | S4-36° | 575w | R17+R132 | Curtain Warmers | | 120 |
| 9 | S4-26° | 575w | N/C; T:R77774A | Portal Warm | | 71 |
| 10 | S4-26° | 575w | L161; T:77774A | Portal Cool | | 74 |
| 11 | S4-26° | 575w | N/C; T:R77774A | Portal Warm | | 71 |
| 12 | S4-26° | 575w | L161; T:77774A | Portal Cool | | 74 |

SL Box Boom

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|------------|-------|------------------|-----------------|--------|---------|
| 1 | S4-19° | 575w | L161+R132 | SL Bx Cool Far | | 136 |
| 2 | S4-19° | 575w | R33+R132 | SL Bx Warm Far | | 126 |
| 3 | S4-26° | 575w | L161+R132 | SL Bx Cool Ctr | | 135 |
| 4 | S4-26° | 575w | R33+R132 | SL Bx Warm Ctr | | 125 |
| 5 | S4-36° | 575w | L161+R132 | SL Bx Cool Near | | 134 |
| 6 | S4-36° | 575w | R33+R132 | SL Bx Warm Near | | 124 |
| 7 | S4-36° | 575w | R17+R132 | Curtain Warmers | | 120 |
| 8 | S4-36° | 575w | R17+R132 | Curtain Warmers | | 120 |
| 9 | S4-26° | 575w | L161; T:77774A | Portal Cool | | 74 |
| 10 | S4-26° | 575w | N/C; T:R77774A | Portal Warm | | 71 |
| 11 | S4-26° | 575w | L161; T:77774A | Portal Cool | | 74 |
| 12 | S4-26° | 575w | N/C; T:R77774A | Portal Warm | | 71 |

Down Stage Floor

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|------------|-------|------------------|---------|--------|---------|
| 1 | S4-50° | 575w | L119 | Flying | | 60 |
| 2 | S4-50° | 575w | L119 | Flying | | 60 |

Truss Boom L - Side Light on Stage L

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|------------------|-------|------------------|-------------------------|--------|---------|
| 1 | Mac 2000 Profile | 1200w | | ML 6 | | |
| 2 | AF1000 Strobe | 1kw | | DL Strobe(intensity) | | 141 |
| 3 | S4-36° | 575w | N/C; T:R77774A | Portal 2 Warm | | 73 |
| 4 | S4-36° | 575w | L161; T:77774A | Portal 2 Cool | | 76 |
| 5 | PAR 64 MFL | 1kw | L110 | L Head Warm | | 69 |
| 6 | PAR 64 MFL | 1kw | L201 | L Head Cool | | 67 |
| 7 | S4-36° | 575w | R53+R132 | L Shin | | 65 |

Truss Boom R - Side light on Stage R

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|------------------|-------|------------------|-------------------------|--------|---------|
| 1 | Mac 2000 Profile | 1200w | | ML 7 | | |
| 2 | AF1000 Strobe | 1kw | | DR Strobe(intensity) | | 144 |
| 3 | S4-36° | 575w | N/C; T:R77774A | Portal 2 Warm | | 73 |
| 4 | S4-36° | 575w | L161; T:77774A | Portal 2 Cool | | 76 |
| 5 | PAR 64 MFL | 1kw | L110 | L Head Warm | | 70 |
| 6 | PAR 64 MFL | 1kw | L201 | L Head Cool | | 68 |
| 7 | S4-36° | 575w | R53+R132 | L Shin | | 66 |

1st Electric

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|------------|-------|------------------|----------------|--------|---------|
| 1 | PAR 64 MFL | 1kw | L161 | L Side Cool DC | | 31 |
| 2 | PAR 64 MFL | 1kw | R333 | L Side Warm DC | | 21 |
| 3 | PAR 64 MFL | 1kw | L161 | L Side Cool DR | | 32 |
| 4 | PAR 64 MFL | 1kw | R333 | L Side Warm DR | | 22 |
| 5 | PAR 64 MFL | 1kw | R333 | R Side Warm DL | | 26 |
| 6 | PAR 64 MFL | 1kw | L161 | R Side Cool DL | | 36 |
| 7 | PAR 64 MFL | 1kw | R333 | R Side Warm DC | | 27 |
| 8 | PAR 64 MFL | 1kw | L161 | R Side Cool DC | | 37 |

2nd Electric

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|------------|-------|------------------|-----------------|--------|---------|
| 1 | PAR 64 MFL | 1kw | L161 | L Side Cool UC | | 35 |
| 2 | PAR 64 MFL | 1kw | R333 | L Side Warm UC | | 25 |
| 3 | PAR 64 MFL | 1kw | R53 | Back UUC | | 50 |
| 4 | PAR 64 MFL | 1kw | R53 | Back UUC | | 50 |
| 5 | PAR 64 MFL | 1kw | R333 | R Side Warm UC | | 30 |
| 6 | PAR 64 MFL | 1kw | L161 | R Side Wcool UC | | 40 |

Truss - 3rd Electric

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|------------------|-------|------------------|-------------------------|--------|---------|
| 1 | PAR 64 MFL | 1kw | L161 | L Side Cool MC | | 33 |
| 2 | PAR 64 MFL | 1kw | R333 | L Side warm MC | | 23 |
| 3 | PAR 64 MFL | 1kw | L161 | L Side Cool MR | | 34 |
| 4 | PAR 64 MFL | 1kw | R333 | L Side Warm MR | | 24 |
| 5 | Srobe Canon | 1kw | | UL Strobe(Intensity) | | 147 |
| 6 | Mac 2000 Profile | 1200w | | ML 1 | | |
| 7 | PAR 64 MFL | 1kw | Scroll | L Back Diag DL | | 51 |
| 7.1 | Coloram 2 - 7.5" | 25w | | Scroller (51) | | 151 |
| 8 | PAR 64 MFL | 1kw | Scroll | L Back Diag UL | | 53 |
| 8.1 | Coloram 2 - 7.5" | 25w | | Scroller (53) | | |
| 9 | PAR 64 MFL | 1kw | R53 | Back DLL | | 41 |
| 10 | PAR 64 MFL | 1kw | R53 | Back UL | | 47 |
| 11 | Mac 2000 Profile | 1200w | | ML 2 | | |
| 12 | PAR 64 MFL | 1kw | R53 | Back DL | | 42 |
| 13 | PAR 64 MFL | 1kw | Scroll | L Back Diag DC | | 52 |
| 13.1 | Coloram 2 - 7.5" | 25w | | Scroller (52) | | 152 |
| 14 | PAR 64 MFL | 1kw | Scroll | L Back Diag UC | | 54 |
| 14.1 | Coloram 2 - 7.5" | 25w | | Scroller (54) | | 154 |
| 15 | PAR 64 MFL | 1kw | R53 | Back ULC | | 48 |
| 16 | PAR 64 MFL | 1kw | R53 | Back DCL | | 43 |
| 17 | Mac 2000 Profile | 1200w | | ML 3 | | |
| 18 | PAR 64 MFL | 1kw | R53 | Back DRC | | 44 |
| 19 | PAR 64 MFL | 1kw | R53 | Back URC | | 48 |
| 20 | PAR 64 MFL | 1kw | Scroll | R back Diag UC | | 57 |
| 20.1 | Coloram 2 - 7.5" | 25w | | Scroller (57) | | 157 |
| 21 | PAR 64 MFL | 1kw | Scroll | R Back Diag DC | | 55 |
| 21.1 | Coloram 2 - 7.5" | 25w | | Scroller (55) | | |
| 22 | PAR 64 MFL | 1kw | R53 | Back DR | | 45 |
| 23 | Mac 2000 Profile | 1200w | | ML 4 | | |
| 24 | PAR 64 MFL | 1kw | R53 | Back UR | | 49 |
| 25 | PAR 64 MFL | 1kw | R53 | Back DRR | | 46 |
| 26 | PAR 64 MFL | 1kw | Scroll | R Back Diag UR | | 58 |
| 26.1 | Coloram 2 - 7.5" | 25w | | Scroller (58) | | 158 |
| 27 | PAR 64 MFL | 1kw | Scroll | R Back Diag DR | | 56 |
| 27.1 | Coloram 2 - 7.5" | 25w | | Scroller (56) | | 156 |
| 28 | Mac 2000 Profile | 1200w | | ML 5 | | |
| 29 | Srobe Canon | 1kw | | UR Strobe(Intensity) | | 149 |
| 30 | PAR 64 MFL | 1kw | R333 | R Side Warm ML | | 28 |
| 31 | PAR 64 MFL | 1kw | L161 | R Side Cool ML | | 38 |
| 32 | PAR 64 MFL | 1kw | R333 | R Side Warm MC | | 29 |
| 33 | PAR 64 MFL | 1kw | L161 | R Side Cool MC | | 39 |

CYC Electric

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|------------|-------|------------------|-------------|--------|---------|
| 1 | Cyc Light | 1kw | L106 | Red Cyc | | 91 |
| 2 | Cyc Light | 1kw | G950 | Lav Cyc | | 97 |
| 3 | Cyc Light | 1kw | R68 | Blue Top | | 103 |
| 4 | Cyc Light | 1kw | R80 | Dk Blue Top | | 109 |
| 5 | Cyc Light | 1kw | L106 | Red Cyc | | 91 |
| 6 | Cyc Light | 1kw | G950 | Lav Cyc | | 97 |
| 7 | Cyc Light | 1kw | R68 | Blue Top | | 103 |
| 8 | Cyc Light | 1kw | R80 | Dk Blue Top | | 109 |
| 9 | Cyc Light | 1kw | L106 | Red Cyc | | 92 |
| 10 | Cyc Light | 1kw | G950 | Lav Cyc | | 98 |
| 11 | Cyc Light | 1kw | R68 | Blue Top | | 104 |
| 12 | Cyc Light | 1kw | R80 | Dk Blue Top | | 110 |
| 13 | Cyc Light | 1kw | L106 | Red Cyc | | 92 |
| 14 | Cyc Light | 1kw | G950 | Lav Cyc | | 98 |
| 15 | Cyc Light | 1kw | R68 | Blue Top | | 104 |
| 16 | Cyc Light | 1kw | R80 | Dk Blue Top | | 110 |
| 17 | Cyc Light | 1kw | L106 | Red Cyc | | 93 |
| 18 | Cyc Light | 1kw | G950 | Lav Cyc | | 99 |
| 19 | Cyc Light | 1kw | R68 | Blue Top | | 105 |
| 20 | Cyc Light | 1kw | R80 | Dk Blue Top | | 111 |
| 21 | Cyc Light | 1kw | L106 | Red Cyc | | 93 |
| 22 | Cyc Light | 1kw | G950 | Lav Cyc | | 99 |
| 23 | Cyc Light | 1kw | R68 | Blue Top | | 105 |
| 24 | Cyc Light | 1kw | R80 | Dk Blue Top | | 111 |

US Deck

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|-------------|---------------------|-------|------------------|---------------------|--------|---------|
| 1 | F100 Fogger | | | Smoke | | 78 |
| 2 | S4-50° | 575w | N/C | Red Knight Smoke | | 80 |
| 2.1 | Rotator | | T:G726 | Red Knight | | 79 |
| DS Floor | | | | | | |
| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
| A1 | 4 Cir 8'5" ZipStrip | 750w | R26+R100 | Red Uplight | | 61 |
| A2 | 4 Cir 8'5" ZipStrip | 750w | L119_R100 | Blue Uplight | | 62 |
| A3 | 4 Cir 8'5" ZipStrip | 750w | R55+R100 | Lavender Uplight | | 63 |
| A4 | 4 Cir 8'5" ZipStrip | 750w | R40+R100 | Amber Uplight | | 64 |
| B1 | 4 Cir 8'5" ZipStrip | 750w | R26+R100 | Red Uplight | | 61 |
| B2 | 4 Cir 8'5" ZipStrip | 750w | L119_R100 | Blue Uplight | | 62 |
| B3 | 4 Cir 8'5" ZipStrip | 750w | R55+R100 | Lavender Uplight | | 63 |
| B4 | 4 Cir 8'5" ZipStrip | 750w | R40+R100 | Amber Uplight | | 64 |
| C1 | 4 Cir 8'5" ZipStrip | 750w | R26+R100 | Red Uplight | | 61 |
| C2 | 4 Cir 8'5" ZipStrip | 750w | L119_R100 | Blue Uplight | | 62 |
| C3 | 4 Cir 8'5" ZipStrip | 750w | R55+R100 | Lavender Uplight | | 63 |
| C4 | 4 Cir 8'5" ZipStrip | 750w | R40+R100 | Amber Uplight | | 64 |

Initials
of purchaser:

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Ground Row

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|---------------------|-------|------------------|-----------------|--------|---------|
| A1 | 4 Cir 8'5" ZipStrip | 750w | R40 | Amber Bottom | | 93 |
| A2 | 4 Cir 8'5" ZipStrip | 750w | G950 | Lavender Bottom | | 100 |
| A3 | 4 Cir 8'5" ZipStrip | 750w | R68 | Blue Bottom | | 106 |
| A4 | 4 Cir 8'5" ZipStrip | 750w | R80 | Dk Blue Bottom | | 112 |
| B1 | 4 Cir 8'5" ZipStrip | 750w | R40 | Amber Bottom | | 93 |
| B2 | 4 Cir 8'5" ZipStrip | 750w | G950 | Lavender Bottom | | 100 |
| B3 | 4 Cir 8'5" ZipStrip | 750w | R68 | Blue Bottom | | 106 |
| B4 | 4 Cir 8'5" ZipStrip | 750w | R80 | Dk Blue Bottom | | 112 |
| C1 | 4 Cir 8'5" ZipStrip | 750w | R40 | Amber Bottom | | 95 |
| C2 | 4 Cir 8'5" ZipStrip | 750w | G950 | Lavender Bottom | | 101 |
| C3 | 4 Cir 8'5" ZipStrip | 750w | R68 | Blue Bottom | | 107 |
| C4 | 4 Cir 8'5" ZipStrip | 750w | R80 | Dk Blue Bottom | | 113 |
| D1 | 4 Cir 8'5" ZipStrip | 750w | R40 | Amber Bottom | | 96 |
| D2 | 4 Cir 8'5" ZipStrip | 750w | G950 | Lavender Bottom | | 102 |
| D3 | 4 Cir 8'5" ZipStrip | 750w | R68 | Blue Bottom | | 108 |
| D4 | 4 Cir 8'5" ZipStrip | 750w | R80 | Dk Blue Bottom | | 114 |
| E1 | 4 Cir 8'5" ZipStrip | 750w | R40 | Amber Bottom | | 96 |
| E2 | 4 Cir 8'5" ZipStrip | 750w | G950 | Lavender Bottom | | 102 |
| E3 | 4 Cir 8'5" ZipStrip | 750w | R68 | Blue Bottom | | 108 |
| E4 | 4 Cir 8'5" ZipStrip | 750w | R80 | Dk Blue Bottom | | 114 |

Follow Spots

| Unit # | Type & Acc | Watts | Color & Template | Purpose | Dimmer | Channel |
|--------|-------------|-------|---|---------|--------|---------|
| 1 | Follow Spot | | Frame 1 Soft Frost Frame 2 R03 Frame 3 L174 | | | |
| 2 | Follow Spot | | Frame 1 Soft Frost Frame 2 R03 Frame 3 L174 | | | |
| 3 | Follow Spot | | Frame 1 Soft Frost Frame 2 R03 Frame 3 L174 | | | |