

MAD SCIENCE® PRESENTS CSI: LIVE

PRODUCED BY MAD SCIENCE PRODUCTIONS, INC.

And Represented by

THE BRAD SIMON ORGANIZATION, INC.

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

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

brad@bsoinc.com www.bsoinc.com

ISSUED DATE: **June 11, 2009**

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

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

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

WHEREAS the Purchaser operates a venue known as **Hardin County Schools Performing Arts Center** ("Venue").

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

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

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

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

SECTION 1 - PERFORMANCES

1.1 The Purchaser hereby engages Mad Science and Mad Science agrees to present in the Theatre (hereinafter defined), theatrical performances directed to children's audiences involving educational and entertaining elements from Mad Science's proprietary science program, more specifically, "CSI: LIVE!" (the "Performances"), during the period commencing **Friday, November 20, 2009** and continuing through **Friday, November 20, 2009** (the "Engagement Period") during the term of this Agreement in accordance with the following:

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

1.1.2 There will be a total of one (1) school performance at 12:00 p.m. and one (1) public performance at 7:00 p.m. of sixty (60) minutes each, on 11/20/09 (load-in TBD AT TIME TBD); and

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

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

1.2.1 Conceptualisation and design;

1.2.2 Scripting and all other artistic content;

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

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

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

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

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

- 1.3 In respect of the production and presentation of the Performances, the Purchaser will be responsible, at its sole cost and expense, for:
- 1.3.1 Providing crowd supervision and security services, including without limitation for the protection of the stage set, the supplies and other property belonging to Mad Science which is located within the Theatre.
 - 1.3.2 Providing and installing a stage suitable for the Performances.
 - 1.3.3 Providing the appropriate sound and lighting to support the Performances.

SECTION 2 - USE OF PREMISES

- 2.1 The Purchaser hereby grants to Mad Science the right to occupy and use the Venue throughout the Engagement Period during the term of this Agreement, on an exclusive and rent-free basis between the hours of 7:00 AM and 10:00 PM on a daily basis.
- 2.2 throughout each Engagement Period during the term of this Agreement, the Purchaser, at its own cost and expense, will:
- 2.2.1 Maintain the Theatre as well as the Adjacent Premises in good condition, clean, well lit (where applicable) with electrical and water services.
- 2.3 Employees or agents of Mad Science will have the right two (2) days prior to and two (2) days following each Engagement Period during the term of this Agreement to enter the Venue in order to access the Theatre and the Adjacent Premises.
- 2.4 The Purchaser will maintain in full force and effect, such policies of insurance in respect of the Theatre and the Adjacent Premises and in such amounts as would be maintained by a prudent owner of similar premises. In all such policies of insurance, Mad Science will be named as an additional insured party. In addition, both Mad Science and the Purchaser shall each individually maintain comprehensive general liability insurance acceptable to each other and subject to limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for personal injury (including death) and damage to property including loss of use thereof. The Purchaser shall assume liability for any theft of goods or fixed assets related to the Performances. The Purchaser further requires Mad Science to name the Purchaser as an additional insured party.
- 2.5 Mad Science acknowledges that the Purchaser and all persons authorized by it shall have the right from time to time and without notice to enter onto the Theatre and the Adjacent Premises for any purpose that it may reasonably require and such entry shall not be deemed to be an interference with Mad Science's rights or privileges hereunder.

SECTION 3 - PAYMENT OF FEES

Compensation Agreed Upon (U.S. Currency): **Seven-thousand five-hundred dollars (\$7,500.00) guaranteed, plus two (2) double hotel rooms for two (2) nights, and all rider requirements at no additional expense to the PRODUCER. In addition, PAC (Purchaser) agrees to 80/20 split of public performance revenue after documented expenses:**

- **80% to Producer**
- **20% to Purchaser**

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

- (3.1) **\$3,750.00 shall be paid by PURCHASER to and in the name of The Brad Simon Organization, Inc. by certified check, company check or bank wire on or before signing of contracts to be received by July 21, 2009.**
- (3.2) **\$3,750.00 shall be paid by PURCHASER in certified check on Day of Engagement payable to Mad Science Productions, Inc. prior to performance.**
- (3.3) **Additional payments, if any, from shall be paid by PURCHASER in cash or certified check made payable to and sent to Mad Science Productions, Inc. to be received no later than seven (7) business days following the performance.**
- (3.4) **Any party required to reimburse another party or to make a payment to the other party will also be required to pay applicable taxes thereon.**
- (3.5) **All funds received are non-refundable provided Mad Science is not in breach of this agreement as provided for in section 8.**

Bank wire information: The Brad Simon Organization, Inc., Special Account, Citibank, N.A., Park Ave. & 57th Street, NY, NY 10022 Routing # 021000089 Account # 9945341841 Fed ID # 13-3136260

SECTION 4 - TERM

4.1 The term of this Agreement will be for the period commencing on the date of the signing of this Agreement and terminating on Friday November 20, 2009 at Midnight following stage strike.

SECTION 5 - MARKETING, ADVERTISING AND PROMOTION

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

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

SECTION 6 - NON-COMPETITION

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

SECTION 7 – CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

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

7.2 All designs for stage sets, soundtracks and other items provided by Mad Science to the Purchaser and all marketing, advertising and promotional materials which bear the trademark **MAD SCIENCE**, whether prepared by or on behalf of Mad Science or the

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

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

SECTION 8 - TERMINATION

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

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

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

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

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

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

SECTION 9 - INDEMNIFICATION

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

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

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

SECTION 10 - SPONSORSHIP

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

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

SECTION 11 - MISCELLANEOUS

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

To the Purchaser:	NAME:	Bart Lovins, Director
	ADDRESS:	Hardin County Schools Performing Arts Center 384 W.A. Jenkins Road Elizabethtown, KY 42701
	PHONE / FAX:	270-769-8837 x3 / 270-769-8973
	EMAIL:	<u>Bart.Lovins@Hardin.kyschools.us</u>

To Mad Science:	<u>8360 Bougainville Street, Suite 202</u> <u>Montreal, Quebec</u> <u>Canada H4P 2G1</u> Attention: <u>Mr. Leonard Lipes</u> Facsimile: <u>514-344-6695</u>
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or at any other address or facsimile number designated in writing by a party pursuant hereto. Any such communication (i) if delivered personally will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery, (ii) if sent by facsimile, will be deemed to have been received on the day of expedition, if a business day, or if not a business day, on the

business day next following the day of expedition, or (iii) if mailed, will be deemed to have been received on the 3rd business day following such mailing.

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

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

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

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

11.6 This Agreement will be governed and construed in accordance with the laws of the state of Illinois.

In witness whereof, the parties have signed this Agreement this 15th day of JUNE 2009.

witness

PURCHASER

Per: 

Bart Lovins, Director
Hardin County Schools Performing Arts Center

MAD SCIENCE PRODUCTIONS INC.

witness

Per:

Mr. Leonard Lipes