

PLEASE RETURN SIGNED CONTRACTS TO:

Rena Shagan Associates, Inc.

16A West 88th Street

New York, NY 10024

**MONTANA REPERTORY THEATRE
TOUR CONTRACT**

AGREEMENT, made this 15th day of December 2008 between Montana Repertory Theatre, University of Montana, Department of Dance/Drama, Missoula, MT 59812-1154, (406) 243-6809 (telephone) (406) 243-5726 (facsimile) (hereinafter called COMPANY) and

HARDIN CO. PERFORMING ARTS CENTER

c/o Mr. Bart Lovins

384 W A Jenkins Rd.

Elizabethtown, KY 42701

(270)769-8837 (telephone)

(270)769-8996 (facsimile)

Bart.Lovins@Hardin.kyschools.us (E-mail)

(hereinafter referred to as "PRESENTER"),

1. Montana Repertory Theatre (COMPANY) will provide the following residency activity:

PRESENTER hereby engages the services of the COMPANY and the COMPANY hereby accepts the obligation, pursuant to the terms hereunder, to provide performance(s) (hereinafter called "Engagement") as follows:

Name of Theatre:

Hardin Co. Schools Perf. Arts Center

Day, Date and Time of Performance:

DATE

Friday, November 6, 2009

TIME

7:00 PM

PRODUCTION

To Kill A Mockingbird

Residency Activities:

Post Performance Discussion

2. The total payment for the engagement shall be **sixteen thousand and 00/100 dollars (\$ 16,000)** and shall be paid as follows:

The first payment in the amount of **four thousand and 00/100 dollars (\$ 4,000)** shall be **due sixty (60) days prior to the first day of the performance or residency (September 6, 2009)**. The amount is payable by certified check to the Montana Repertory Theatre and shall be sent to :

Montana Repertory Theatre

Department Drama/Dance

University of Montana

Missoula, MT 59812

The final payment shall be made in the following manner:

The amount of **two thousand five hundred sixty and 00/100 dollars (\$ 2,560)** shall be paid by certified check made payable to RENA SHAGAN ASSOCIATES, INC. (Fed I.D. #13-2990187).

The remaining amount of **nine thousand four hundred forty and 00/100 dollars (\$ 9,440)** shall be paid by certified check made payable to the Montana Repertory Theatre. These two checks shall be paid **ON THE DATE OF PERFORMANCE**.

These two checks shall be paid ON THE DATE OF PERFORMANCE AND PRIOR TO THE TIME OF PERFORMANCE. The date and time of payments are understood to be of essence of this agreement. THE COMPANY SHALL NOT PERFORM IF IT HAS NOT RECEIVED THE ABOVE MENTIONED COMPENSATION. **PAYMENT OF BOTH CHECKS SHALL BE MADE TO COMPANY MANAGER PRIOR TO THE START OF THE FIRST PERFORMANCE.**

No deductions shall be made for reasons of taxation or expenses incurred by the PRESENTER before, during or after the engagement.

The COMPANY's IRS Employer ID# 81-6001713.

3. PRESENTER agrees to furnish at its sole cost and expense:

a) The theatre facility, name and address as stated previously, on the date/s indicated, beginning at 11 a.m. The theatre shall be properly heated to the satisfaction of COMPANY, ventilated, and lighted. The stage shall be cleaned and clear of all obstructions, including chairs, music stands, sound shells, platforms, projection screens, scenery, and any articles likely to cause impediment.

Minimum Dimensions shall be:

Proscenium Opening: Width - 36 feet

Height – 18 feet

Depth from proscenium line to back wall (unobstructed) - 28 feet

Wing space from centerline to side walls (unobstructed) - 28 feet

Dressing Rooms: Minimum 2 rooms, with space for 8 persons each, properly lit and equipped, in accordance with the Safe and Sanitary Regulations as listed in ADDENDUM "A".

- b) A person on duty at the arrival of COMPANY. This individual shall have a complete and thorough knowledge of the facility and shall have access to all areas of the building.
- c) All other items (except those items COMPANY herein specifically agrees to furnish and/or pay for), including but not limited to ushers, ticket takers, ticket sellers, and any other front of house or box office personnel required for advance or single ticket sales, all licenses, taxes, tickets, bill posting, printing, mailing, and distribution of circulars, display newspaper advertising, radio and television spot announcements, and publicity services of every type required.
- d) Eight (8) seats in the theatre to be used at COMPANY'S discretion for guests, reviewers, or other parties designated by COMPANY. COMPANY will notify PRESENTER upon arrival at the theatre whether the seats will be needed or if they can be released for sale.
- e) All electricians, stagehands, loaders, un-loaders projectionists, sound technicians, wardrobe assistants, and any other type of stage personnel other than those traveling with and furnished by COMPANY. In providing the foregoing, PRESENTER agrees to comply with all rules and regulations of any and all unions having jurisdiction with regard thereto. PRESENTER will furnish at its own expense an eight (8) member stage crew to assist COMPANY in unloading the scenery, lights, props and costumes, in setting up the production(s), in striking the production(s) and in loading the scenery, lights, props and costumes onto the trucks.
- Loading: PRESENTER shall provide parking at all times for two 24-foot trucks and four passenger vans. PRESENTER shall arrange in advance any necessary permits for access to the Loading Dock. COMPANY shall have access throughout the residency.
- Maintenance: PRESENTER shall make available, upon request, Laundry Facilities, if such exist under his control, for the maintenance of props and costumes. N/A
but
- f) PRESENTER agrees to supply COMPANY with a complete box office statement, listing the number of tickets sold to the performance(s) by price category in order to pay the Copyright/Royalty Agency. COMPANY shall provide forms for this purpose. This shall be presented to the Company Manager at the conclusion of the performance.
- g) In the event PRESENTER refuses or neglects to provide any of the items herein stated and/or fails to make any of the payments as provided herein, COMPANY shall have the right to refuse to perform this contract and shall retain any amounts theretofore paid to COMPANY by PRESENTER. PRESENTER shall remain liable to COMPANY for the agreed price herein set forth.
- h) PRESENTER represents and warrants having full right and authority to make this contract and having the exclusive right of occupancy of the said place of performance/s on the date/s and at the time/s scheduled, proof of which shall be furnished COMPANY upon request. COMPANY shall have the exclusive right of occupancy of the theatre during the entire course of the residency beginning at 11:00 a.m. on the first day of performance.
- i) PRESENTER agrees to follow all Actors' Equity Association rules as set out in ADDENDUM "A".

j) Hospitality: During Load in and Set up the PRESENTER will have a coffee/ snack station available. Items at station should include coffee and coffee maker, cups, sugar, milk etc. Bottled water (not bubbly) for 20 people. Assortment of fresh fruit and juice. Lunch to be provided on load-in day. Any other items would be greatly appreciated.

4. COMPANY agrees to furnish at its sole cost and expense:

a) The complete production fully rehearsed and staged for proscenium for touring including all necessary performance and administrative personnel and technical staff, including four stagehands, scenery, costumes, stage properties, and lighting equipment as required for the proper presentation and performance of the production/s on tour.

b) Publicity materials which are to be made available to PRESENTER at a reasonable time prior to the said performance/s, including posters, newspaper releases, photographs, public service announcements (text), and other miscellaneous materials of a publicity nature.

c) Programs which will arrive with the COMPANY or can be sent electronically four weeks before COMPANY'S arrival.

d) Rights/Royalties: The COMPANY will pay for all royalties and performance rights involved in services covered by this agreement.

5. COMPANY will continue its present liability and workmen's compensation insurance covering its own employees. As an agency of state government COMPANY is limited by statute to \$750,000 per claim and \$1,500,00.00 per occurrence. Except with respect to losses and liabilities fully covered by such insurance, the PRESENTER shall be solely liable for any and all losses, thefts, damages, or injuries to itself, COMPANY, or third parties arising out of or in connection with activities contemplated by this Agreement and agrees to indemnify and hold COMPANY harmless for any liabilities in connection with such losses, damages, or injuries.

6. Any requests for interviews and/or appearances must be made in advance: The company will endeavor to honor any such request, but regrets that engagements which have not been given prior consideration and approval will not be acceptable.

7. In the event that one or more members of the production/s cannot perform due to ill health, physical disability, or other reasons beyond COMPANY'S control, COMPANY shall use its best efforts to furnish a substitute of similar artistic stature for such member/s of the production which substitute the PRESENTER agrees to accept, and the COMPANY shall not be liable for failure of any such member to perform.

8. COMPANY shall have the sole and exclusive control over the production, presentation, and performance of all activities specified herein in all respects and in all details. This contract shall not in any way be construed so as to create a partnership or any other kind of joint undertaking or venture between the parties thereto.

9. In the event that any performance or activity in this Agreement shall be prevented by an act of God, physical disability, the acts or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, war, epidemic, interruption or delay of transportation service, or any cause beyond COMPANY'S or PRESENTER'S reasonable control, COMPANY and PRESENTER shall be under no obligation to present such performance at any other time.
10. In the event COMPANY commits itself to perform additional service/s for PRESENTER during the time its company is in residence, its failure for any reason to perform such additional service/s shall not affect its right to compensation hereunder.
11. If requested forty-eight (48) hours in advance by COMPANY, the PRESENTER will try to supply a large room for a rehearsal. This space need not be the performance space itself, but should be free of desks, chairs, or other furniture and, if possible, soundproof.
12. PRESENTER shall prevent the broadcasting, recording or reproduction by radio, television, camera, tape recorder or any other device, of the services rendered by the company under this agreement. Notwithstanding the above, prior arrangements, in writing, may be made for photography and television coverage in accordance with prevailing union rules. No such request will be considered any later than one week prior to the residency.
13. It is mutually agreed that if PRESENTER cancels a performance contracted for hereunder at any time PRESENTER agrees to pay COMPANY a cancellation charge of 100% of the fee specified above as liquidated damages for such cancellation, the parties agreeing that it would be extremely difficult and impractical to determine the actual damage which COMPANY would suffer on account of such cancellation and that such cancellation charge represents a reasonable estimate of actual damages by the parties. Such cancellation charge shall be COMPANY'S sole right to damages for cancellation of a performance by PRESENTER. Said fee is payable to COMPANY immediately upon PRESENTER'S cancellation and shall be received no later than seven (7) days from date of cancellation.
14. All correspondence and/or notices from PRESENTER to COMPANY shall be made in writing to Montana Repertory Theatre, University of Montana, Missoula, Montana 59812. Attention: Greg Johnson, Director.
15. The PRESENTER and COMPANY each rely upon the skill, experience, and reputation of the other, with respect to the rights and the performance of the obligations arising out of this contract. Consequently, neither the PRESENTER nor COMPANY may assign the rights nor delegate the performance of the duties without the prior express written consent of the other party. In the event either party attempts to assign its rights or delegate the performance of its duties in violation of this provision, the attempt shall be deemed a material breach of the Agreement.
16. COMPANY sells no merchandise before, during or after the performance.
17. Waiver by COMPANY of a breach of this Agreement by the PRESENTER shall apply only to that specific breach with COMPANY retaining its rights and remedies under this Agreement as to any subsequent breaches.
18. It is further understood and agreed that any disputes arising in connection with the performance of this Agreement shall be settled in accordance with the laws of the State of Montana.

19. This Agreement shall not be binding for COMPANY until executed on COMPANY'S behalf by RENA SHAGAN ASSOCIATES, INC. as booking management for COMPANY and RENA SHAGAN ASSOCIATES, INC. signs only as such management. It is agreed that RENA SHAGAN ASSOCIATES, INC. is not obligated hereunder and shall not be responsible for any acts or defaults of COMPANY. The PRESENTER acknowledges that he has not relied on any representation or warranty of COMPANY or RENA SHAGAN ASSOCIATES, INC. in entering into this Agreement.

Representative of the PRESENTER hereunder for the purposes of receiving all notices shall be:

BART LOVINS 384 W.A. JENKINS RD 210.769.8837*3
(Name) (Address) (Phone)

The parties hereto have executed this Agreement as of dates set below:

PRESENTER

MONTANA REPERTORY THEATRE
of The University of Montana
IRS Employer ID# 81-6001713

By: Bart Lovins

By: _____

Print Name and Title:

Greg Johnson, Director

BART LOVINS, DIRECTOR

Date: _____

Date: 5/26/09

RENA SHAGAN ASSOCIATES, INC.
IRS FEDERAL ID# 13-2990187

By: _____

Rena Shagan, President

Date: _____