

THIS AGREEMENT, entered into this 24th day of July, 2009 by and between Producer, Hardin County Schools Performing Arts Center, 384 W. A. Jenkins Road, Elizabethtown, KY 42701, hereinafter referred to as the Producer, and Bowling Green Chamber Orchestra, Inc. DBA Orchestra Kentucky – Bowling Green, 1046 Elm Street, PO Box 1408, Bowling Green, KY 42102-1408, hereinafter referred to as the Orchestra.

In consideration of the mutual promises set forth below, the Orchestra shall present a concert at the Performing Arts Center on Sunday, January 31st, 2010 at ~~7:30 p.m.~~ ^{7pm} for the sum of Seventeen Thousand Dollars (\$17,000). The concert shall include music from the films of Disney with projected stills and movie clips. The concert shall be approximately two (2) hours in duration.

All payments made to the Orchestra by the Producer, shall be by check payable to Orchestra Kentucky. A 50% deposit (\$8,500) shall accompany delivery of this signed agreement. The balance shall be paid on the day of the performance.

The Producer is not liable for Social Security contributions relative to the compensation of the Orchestra.

The Producer agrees to prevent any broadcasting, photographing, recording, or reproduction by radio, television, or any other device, of the activities specified herein, of any part thereof, without the express written consent of the Orchestra.

The Orchestra and its representatives shall be permitted to sell CDs and other orchestra products on the night of the performance.

The parties hereby certify by the signatures below that they are legally entitled to enter into this Agreement.

This Agreement shall be subject to the laws of the Commonwealth of Kentucky.

This Agreement embodies the entire agreement of the parties and any changes to this Agreement will be binding only when in writing and signed by both parties.

the **new** Bowling Green CHAMBER ORCHESTRA

The Orchestra agrees to provide:

1. Transportation for all Orchestra personnel, when applicable.
2. A fully executed W-9 with Federal ID number for the check payee.
3. An orchestra of 55 musicians, 4 vocalists plus Disney stills and animation clips for projection.

The Producer agrees to furnish at its expense, the following:

1. Adequate and acceptable spaces for all activities. All such spaces shall be of ample size to comfortably accommodate the Orchestra members and guest artists, properly heated or air conditioned to between 70 to 75 degrees Fahrenheit, adequately lighted, cleaned, and in good order on date and times of all activities. The theatre shall be available to the Orchestra or its representatives no earlier than 10:00 AM EST on Sunday, ~~January 31st, 2010.~~ → 2
January 31st, 2010 for its set up, rehearsal and performance.
2. Appropriate sound, lighting and DVD projection with screen for concert. Four (4) wireless microphones for vocalists.
All front of house staff, including box office personnel, ticket takers, ushers, janitors, security, and such other personnel as may be necessary for the performance to be presented. A crew of three for the load-in & out.
3. All licenses and permits as may be required for performance.
4. Sixty (60) straight back armless chairs, forty eight (48) Manhasset-style music stands, conductor's podium and music stand, piano (tuned to A=440).
5. Bottled water for the Orchestra and vocalists.

Producer:

By: Barton Title: DIRECTOR Date: 7/24/09

Orchestra:

By: Duffy Title: Director External Affairs Date: 7/13/09

Note: Please sign, retain your copy and return at the earliest convenience to the address above.