



MCT, Inc.  
200 North Adams  
Missoula, MT 59802-4718  
406-728-1911  
fax: 406-721-0637  
tour@mctinc.org  
www.mctinc.org

**TOURING CONTRACT 2010 SUMMER**

TOWN: **ELIZABETHTOWN**

STATE: **KY**

PRESENTING ORGANIZATION: **HARDIN CNTY SCHOOLS/PERF ARTS CENTER**

SHOW TITLE: **THE JUNGLE BOOK (JUN-2)**

ACCT#: **KY-ELIZ**

RESIDENCY WEEK: **8/16/2010-8/21/2010**

FIRST TIME: **N**

SPECIAL CIRCUMSTANCES:

BOOKING ID: **14335**

**PLEASE COMPLETE THE FOLLOWING INFORMATION:**

|  |   |                       |                       |                         |  |
|--|---|-----------------------|-----------------------|-------------------------|--|
| AUDITION DAY (MON. OR *TUES.):   | <u>MON</u>  | AUDITION DATE:        | <u>8/16/2010</u>      | TIME:                   | <u>4PM</u>   |
| (*TO ACCOMMODATE A TUESDAY AUDITION, PERFORMANCES MUST BE SCHEDULED ON SATURDAY) |   |                       |                       |                         |  |
| AUDITION LOCATION:   | <u>HARDIN COUNTY SCHOOLS PERFORMING ARTS CENTER</u> |                       |                       |                         |  |
| REHEARSAL TIME:  | <u>4PM - 8PM</u>                                    |                       |                       |                         |  |
| REHEARSAL LOCATIONS (2 SPACES REQUIRED):   | <u>STAGE</u>  | AND                   | <u>STUDIO</u>         |                         |  |
| PERFORMANCE DAY(S) & DATE(S):  | <u>FRI 8/20/10 9:30AM-6PM AND SAT 8/21/10 1PM</u>   |                       |                       |                         |  |
| TIME(S):   | <u></u>   | AND                   | <u></u>               | LOCATION:               | <u>HCS PAC</u>   |
| (SUGGESTED 3:00PM & 5:30PM ON SATURDAY)  |   |                       |                       |                         |  |
| GRADE LEVELS: FIRST THROUGH  | <u>5<sup>TH</sup></u>                               | <u>6<sup>TH</sup></u> | <u>7<sup>TH</sup></u> | <u>X 8<sup>TH</sup></u> | <u>9<sup>TH</sup></u> <u>10<sup>TH</sup></u> <u>11<sup>TH</sup></u> <u>12<sup>TH</sup></u> |
| (*REQUIRED MINIMUM GRADE RANGE)  |   |                       |                       |                         |  |

**BASE RESIDENCY FEE:**

**\$3550.00 US**

ADDITIONAL WORKSHOPS (3 INCLUDED IN RESIDENCY FEE)

@ \$75.00US \$

ADDITIONAL PERFORMANCES (2 INCLUDED IN RESIDENCY FEE)

X @ \$300.00US \$ 300

(EXTRA SERVICES MAY BE SCHEDULED AT TIME OF RESIDENCY)

TOTAL PAYABLE TO MCT:

\$ 3850

**A \$500 DEPOSIT WITH SIGNED AND COMPLETED CONTRACT DUE TO MCT BY: 05/23/10**

| FOR<br>OFFICE<br>USE<br>ONLY | CONTRACT |         | DEPOSIT  |         |        |         |
|------------------------------|----------|---------|----------|---------|--------|---------|
|                              | RECEIVED | ENTERED | RECEIVED | CHECK # | AMOUNT | ENTERED |



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**CANCELLATION POLICY:** This Touring Contract and the \$500 deposit are due on the date indicated in the Contract. If not received on or within 15 days after that date, MCT may cancel the residency and Presenter will receive an official letter of cancellation. To secure the date, if Presenter cannot timely return the Contract or deposit, Presenter must be granted an extension by MCT's Marketing Office. If Presenter provides written notice of cancellation by certified mail not less than 120 days prior to the first day of the residency, the \$500 deposit shall be refunded. If MCT does not receive such written cancellation notice at least 120 days prior to the residency, Presenter shall be liable and will be invoiced for the \$500. If Presenter cancels within 90 days of the first day of residency, Presenter shall be liable and will be invoiced for half of the base residency fee. If Presenter cancels within 30 days of the first day of the residency, Presenter shall be liable and will be invoiced for the full residency fee. If unforeseen circumstances beyond Presenter's control arise, such as an "act of God," MCT will make a reasonable good faith effort to reschedule in a timely manner.

**CHANGE FEE:** If within 90 days of the first day of the residency week Presenter opts to change a contracted residency week to a later date in the same Tour season (summer or school year), a \$500 fee shall be assessed. Date changes between Tour seasons are prohibited.

**NON-EXCLUSIVITY:** MCT does not grant any "right of exclusivity" to any Presenter.

**RELATIONSHIP OF PARTIES:** This Contract shall not in any manner constitute, or be construed as, creating a partnership between the parties.

**INDEMNIFICATION:** Presenter shall secure and maintain public liability insurance naming MCT as an additional insured party and protecting MCT and its Tour Actor/Directors against public liability and property damage hazards with combined single limit coverage of not less than \$1,000,000 US. Presenter, its successors, agents and assigns shall indemnify and hold MCT, its successors, agents and assigns, harmless from all claims made against MCT resulting from any loss, injury, damage, cost or expense, including legal fees, to any person or property resulting from Presenter's negligence. This provision shall bind Presenter, its successors or assigns, and shall cover all acts of its agents or employees and any other persons or entities associated with Presenter or MCT.

**REGULATORY COMPLIANCE:** Presenter shall be solely responsible for taking all reasonably appropriate action to ensure that all Contract activities and each audition, rehearsal, workshop and performance complies with the applicable governmental regulations.

**BACKGROUND CHECKS:** Criminal background checks and fingerprinting have been completed by a nationally recognized company on every member of the Tour Staff. Extensive personal and professional reference checks have also been conducted by MCT's Human Resources Department. Should the Presenting Organization require additional background checks and/or fingerprinting, the Presenter shall pay all associated fees.

**FEE:** The total balance due, for ALL services rendered (*including extra workshops or performances scheduled at time of residency*), must be paid on or before the day of the performance. A \$50.00 late charge will be added to the residency fee unless other arrangements have been negotiated with MCT prior to the residency.

**BOX OFFICE:** Presenter is solely responsible for the pricing and sale of tickets and is entitled to all income from ticket sales.

**CASTING:** There is no guarantee that everyone who auditions will be cast in the play.

**ADVERTISING & PUBLICITY:** Presenter shall pay all costs for local publicity and performance promotion shall be paid by the Presenting Organization. MCT shall furnish Presenter with ONE (1) complete Presenter Information Packet (PIP) on a CD and on-line access, approximately NINETY (90) days prior to the residency, containing graphics, media releases, photo and rehearsal score. Additional materials may be purchased at Presenter's request. Presenter must include MCT authorship credit and copyright information on show program. Presenter is strongly encouraged to give recognition in their advertising to any/all appropriate state arts councils/funding agencies for their support of the MCT touring program.

**HOUSING:** Presenter shall provide housing a total of seven (7) nights for the two MCT Tour Actor/Directors, Sunday to Sunday, regardless of schedule variations set by Presenter (i.e., Tuesday start, Friday shows). If the MCT Tour Marketing Office dictates a Tuesday start or Friday shows, housing will be provided a total of (6) nights, starting the night before the residency duties begin and ending the morning after the last performance. Accommodations shall be private (one person per room), clean, comfortable and safe for the two Tour Actor/Directors, either in a hotel/motel or private home(s), equipped with a phone land-line or sufficient cell phone coverage. Providing meals for the Tour Actor/Directors is optional.

**PARKING:** All parking costs related to conducting the residency week (including lodging) will be paid by the Presenter.



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**VIDEO POLICY:** Presenter may videotape the MCT production to sell or commercially broadcast subject to the following:

- The Videotape/DVD Licensing Fee Agreement shall be completed, signed and returned to MCT with corresponding fee as determined by fee chart (included).
- Broadcasts may not occur simultaneously with the live performance of the play.
- The right to broadcast a videotape/DVD of the performance is limited to one broadcast on a community access station.
- MCT must be credited as producer of the play.
- Visual or oral credits must be included on the videotape/DVD. Credits for each particular show are included on the Show Program Template in the Presenter Information Materials (which will be sent approximately 90 days prior to the residency).
- The videotape/DVD must contain a visual or oral statement that videotape/DVD is only for personal use.
- Written permission from MCT is required for any rebroadcast or public performance of the videotape/DVD.
- MCT shall receive a complimentary copy of the videotape/DVD.

**MCT SHOW T-SHIRTS AND CDs:** The MCT Tour Actor/Directors may have show T-shirts and/or music CDs available for sale. Proceeds from the sale of these concessions are a part of the Tour Actor/Directors weekly income. This supplemental income helps maintain low residency fees. Presenter may not use MCT logos or photos to create T-shirts. A \$300 penalty shall be assessed if: 1) T-shirts are produced by Presenter or its agents using MCT logos or photos; 2) the MCT Tour Actor/Directors are prohibited from selling their T-shirts/CDs by Presenter. If Presenter has an in-house policy on commissions, the Tour Actor/Directors must be informed of that policy during their call on the Tuesday two weeks before the residency, so they may alter the prices accordingly. Commissions will not exceed 30% and will not apply if this notification is not given. MCT logos are copyrighted, and thus may not be reproduced on any items to be sold or distributed. Logos can be used for show program and advertising purposes only.

**WORKSHOPS:** Three classroom workshops are included in the week-long residency. A list of workshops is included in the Presenter Information Packet. Workshops will be scheduled with the Tour Actor/Directors and may be performed only in accordance with the group size specifications detailed on the workshop list. The workshop schedule must be finalized and provided to the team by the end of the first day of the residency following rehearsals. If the schedule is not provided verbally or in writing by this deadline, workshops shall not be conducted during the week. All assemblies are equivalent to the cost of three workshops.

**EXCHANGE OF SERVICES:** Choosing to have only one performance does not change the fee, nor can a performance be traded for extra workshops.

**PIANO AND ACCOMPANIST:** Presenter shall provide a piano and accompanist as needed for rehearsals and performances. The rehearsal score is included in the Presenter Information Packet (PIP) and the performance score will arrive with the MCT Team. In the unfortunate situation that an accompanist is not secured by the dress rehearsal and the cast is required to do the show a cappella, a \$300 fee shall be assessed.

**SPACES:** Presenter shall provide a minimum of two (2) indoor rehearsal spaces within the same complex. The spaces shall be available throughout the week, with additional workspaces available as requested by MCT prior to the residency. Presenter shall also provide a performance space. All performances must take place in the same venue. A fee of \$300 U.S. will be assessed for a change of performance venues between shows.

**SET ASSEMBLY:** The set will be assembled one time during a residency week. If the Presenter requires the set to be moved or disassembled prior to the culmination of performance(s) a fee of \$300 U.S. shall be assessed.

PRESENTER SIGNED [Signature]

MCT SIGNED \_\_\_\_\_

PRINTED BART LOVINS

TITLE DIRECTOR

DATE \_\_\_\_\_

DATE 4/27/2010

MCT FEDERAL ID#: 81-0332120 / BKG ID: 14335

PLEASE MAKE A COPY FOR YOUR RECORDS  
RETURN ALL ORIGINALS TO MCT IN PRE-ADDRESSED ENVELOPE PROVIDED