

**CENTERARTS/UNIVERSITY CENTER/HUMBOLDT STATE UNIVERSITY/A.S.
PERFORMANCE RIDER**

THIS AGREEMENT is hereby made a part of the attached contract.

1. INDEMNIFICATIONS. Artist(s) and Artist's Representatives shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, Humboldt State University, CenterArts, University Center, HSU Associated Students, and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expenses, costs of every nature, and causes or actions arising out of or in connection with the Artist's use or occupancy of the premises, provided that such claims, demands, losses, liabilities, costs or expenses are due or are claimed to be due to the willful or negligent acts or omissions of Artist or Artist's personnel.

2. EXCLUSIVE PERFORMANCE(S). Artist(s) will not accept any other engagement for a performance of any kind prior to, or ³⁰~~90~~ days following the performance(s) hereinabove described within a radius of ⁶⁰~~150~~ miles from the location(s) of the performance(s) hereinabove described, or of any portion or portions thereof, without express written permission of CenterArts. In the event of any such unauthorized performance or announcement, the performance(s) described hereinabove, or any portion or portions thereof, may be cancelled by CenterArts, and such cancellations shall be without prejudice to CenterArts' other rights and remedies hereunder.

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Presenter
is aware
and agrees
to engagement
in Redding,
CA.*

3. AGENT'S WARRANTY. ARTIST warrants that AGENT has full and current legal authority to act on behalf of Artist.

4. COMPLIMENTARY TICKETS. CenterArts shall be the only party authorized to issue complimentary tickets to the performance(s) described hereinabove. A maximum of 10 complimentary tickets shall be given to Artist. All complimentary tickets shall be appropriately distinguished and shall not be counted in determining gross receipts.

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5. NON-PERFORMANCE NOT A DEFAULT. Neither Artist nor CenterArts shall be liable for failure to appear, present, or perform if such failure is caused by, or due to, acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, interruptions of electrical power, other acts of God, or any cause beyond the control of Artist and CenterArts.

6. ANTICIPATORY BREACH. In the event that, after the execution of this Agreement, Artist's agent, or Artist's Designated Representative indicates or states that Artist is unwilling or will be unable to appear or present the performance(s) hereinabove defined, and such failure is not excusable under Paragraph 5 hereinabove; or in the event that Artist or any member of Artist's traveling component deemed by CenterArts in its sole discretion to be material to the performance(s) hereinabove defined, or to any portion or portions thereof, or any authorized agent of Artist takes any voluntary affirmative action which, in CenterArts' sole discretion, renders substantial performance of Artist's contractual duties hereunder impossible, CenterArts may cancel the performance(s) hereinabove defined, or any portion or portions thereof, and in addition, Artist shall be responsible for payment of any and all costs, expenses, damages (including CenterArts' actual expenses incurred in preparation for the performance(s) hereunder) and claims from such cancellation. Any breach or anticipatory breach of this Agreement by Artist shall be deemed a material breach.

7. MERCHANDISING PERCENTAGE. CenterArts takes 20% of gross merchandising receipts for this engagement.

Rate to be negotiated directly with show's vendor.

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8. UNIVERSITY POLICY PROHIBITS ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES ON CAMPUS

9. Total catering budget shall not exceed the amount budgeted and accepted by the performer's representative in the original offer.

10. ORAL REPRESENTATION AND AMENDMENTS. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated into attached Contract and this RIDER. CenterArts recognizes Artist's contract/rider only as modified by this rider AND TECHNICAL SPECIFICATIONS OUTLINED IN THE ATTACHED VAN DUZER TECHNICAL INFORMATION PACKET. This rider is made an integral part of all agreements.

11. CenterArts/University Center will not pay for hotel, any services (including but not limited to ground transportation, the cost of backline equipment), or any equipment not listed as available in the Van Duzer Theater technical specifications packet, regardless of whether or not they are listed as requirements in the Artist's rider, unless these requirements are specifically written into the payment section of the contract face for this engagement, as well as the deal memo for this engagement, if a deal memo has been issued.

12. CenterArts/University Center will withhold appropriate California State Franchise Tax in accordance with the laws of the State of California, as directed by the California State Franchise Tax Board. Such withholding tax, if required, shall be deducted from the artist's guarantee.

13. AGREEMENT CONSTRUED. This Agreement shall be construed and endorsed according to the laws of the State of California. Waiver of any default shall not constitute waiver of any subsequent or other default. All rights of the parties hereto shall insure to the benefit of their successors and assigns, and all obligations of any of the parties hereto shall bind his, her, or its heirs, executors, personal representatives, successors and assigns. A fully executed contract for this engagement shall be deemed an acceptance of the terms in this rider, regardless of whether or not this rider has been countersigned by the artist or an authorized representative of the artist.

14. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned in the attached contract.


For Artist


Tax ID/Social Security #


For CenterArts


For University Center

Updated: April, 2009

Summary of Blue Man Group Needs:

1. **Hospitality:** Blue Man Group requires pre-show hospitality. Regardless of how this cost is processed at settlement, please be prepared to have hospitality set up in accordance with the instructions on our rider.
2. **Pit stairs:** It is highly preferable to have a set of stairs leading from the front of the stage into the pit seating area. When creating your seating configurations, please make sure there is sufficient room at the front of the pit to accommodate these stairs.
3. **Curtain Speech:** Due to the specific timing and set up of the show's opening, Blue Man Group does not allow live curtain speeches at the top of the show. We would be happy to accommodate a recorded speech, provided it is delivered to us ahead of opening night.
4. **Laundry Day Work:** Blue Man Group costumes get very messy over the course of a performance. In order to sufficiently clean these costumes, we require a daily laundry call during non-show hours. This call should be part of the documented labor expense for the engagement. Please prepare your wardrobe staff for this situation, the details of which can be found in our rider.
5. **Props Work Call:** Blue Man Group requires the use of many food items for their performance. In order to sufficiently prepare these items, a weekly props call is needed. This call should be part of the documented labor expense for the engagement. Please prepare your props staff for this situation, the details of which can be found in our rider.

If you have any questions or concerns about any of these points, please contact the tour Head Carpenter, Stage Manager, or Company Manager to discuss further. The contact info for all three individuals can be found in our rider.

Thank you in advance for helping us to ensure a great experience in your venue!

BLUE MAN GROUP - STANDARD

ARCATA, CA

#179742
APRIL 11 AND 12, 2016

BOOKING AGREEMENT

Agreement made this 20TH day of JULY, 2015 by and between

as amended and where accepted

located at BLUNET, LLC
7135 MINSTREL WAY, SUITE 105
COLUMBIA, MD 21045

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT _____

Contact: Angela Rowles
(the "Producer")

ALL PAYMENTS BY UNIVERSITY CHECK _____

and HUMBOLDT STATE UNIVERSITY
located at 1 HARPST STREET
ARCATA, CA 95521

Contact: Roy Furshpan Phone: (707) 826-5684 Fax: (707) 826-5980
(the "Presenter") Email: rmf7001@humbolt.edu

It is mutually agreed by and between Producer and Presenter as follows:

1. Presenter desires to present and Producer agrees to provide a theatrical touring company of

BLUE MAN GROUP (the "Attraction") in
ARCATA, CA (the "City") for the following performances:

8 ANY PERCENTAGE PAYMENTS MADE BY UNIVERSITY CHECK MAILED FOLLOWING BUSINESS DAY _____

APRIL 11 AND 12, 2016 (2 Performances)
MONDAY AND TUESDAY EVENINGS AT 8:00PM
(the "Performances")

8 CATERING MUST STAY WITHIN THE BUDGETED AMOUNT
PROPS AS PER RIDER

2. Presenter agrees to engage, and shall have the exclusive right to present, the Attraction in the City for the dates/performances listed above, and agrees to furnish the

VAN DUZER THEATRE
(the "Theatre") located at:
1 HARPST STREET
ARCATA, CA 95521
with a seating capacity of: 812.

The seating capacity listed above includes any and all seats available for occupancy.

Presenter warrants that it owns or has a valid and effective lease/license for the Theater for the period from: 6:00AM on Monday, April 11, 2016 (in preparation for Load-in, the exact day and time of which shall be scheduled by Producer in consultation with the Presenter) until Midnight on Tuesday, April 12, 2016 or until the Load-out is completed, whichever is later. (the "Term").

3. Definition of Gross Weekly Box Office Receipts (GWBOR) and Net Adjusted Gross Weekly Box Office Receipts (NAGWBOR)

Gross Weekly Box Office Receipts (GWBOR) shall be defined for purposes of this agreement as all receipts from any source whatsoever from the sale of tickets to performances of the Engagement, excluding any reasonable surcharge or service fees, box office service charges and any facility fees/restoration charges above ticket price, or other charges imposed or collected by agents, brokers, remote outlets, paid by ticket purchasers over and above the ticket price as per Presenter Schedule A.

Net Adjusted Gross Weekly Box Office Receipts (NAGWBOR) shall be defined for purposes of this Agreement as GWBOR less usual and customary ticketing deductions, commissions, and charges as set forth on Schedule A2.

A) Facility Fee**None Applicable**

Facility fees will be documented. Producer acknowledges that Presenter will make reasonable efforts to include accurate and up-to-date facility fees. Facility fees are subject to change. Presenter will notify Producer as soon as reasonably possible and will provide documentation for any changes. However, upon execution of this Booking Agreement, Presenter agrees facility fee shall not change and shall remain as mutually agreed herein unless agreed to in writing by Producer or such fee is changed as an act of a governmental authority.

B) Any tax or taxes, imposed on the sale of tickets as set forth on the attached Schedule "A" (Ticket Discounts and Commissions), and actually collected and paid to governmental tax authorities. The tax or taxes shall be calculated on the GWBOR or as otherwise mandated by law. If requested by Producer in writing, Presenter will provide documentation and proof of payment of these taxes. Except as may otherwise be required by law, Presenter warrants that the GWBOR shall not be subject to taxes other than those specifically listed on Schedule A. Taxes will be documented. Producer acknowledges that Presenter has made reasonable efforts to include accurate and up-to-date taxes. Presenter will notify Producer as soon as reasonably possible and will provide documentation for any changes. If required by local or state law, taxes may be charged on the value of complimentary trade tickets based upon the ticket scaling for the Engagement, and will be documented as a ticketing deduction.

C) The ticketing commissions only as set forth on the attached Schedule "A2" (Ticket Discounts and Commissions). Ticketing commissions and all deductions will be calculated on the Gross Weekly Box Office Receipts as set forth in Schedule B attached hereto including where such facility fees are over and above the ticket price as in this paragraph 3.

D) Presenter warrants that each ticket sold shall not be subject to more than one of the ticketing commissions set forth in Schedule A2 (for example, Credit Card Commissions cannot be taken on Subscription and Group ticket sales). Producer acknowledges that, although Presenter will document the dollar value of tickets sold through each method of ticket sales (e.g., subscription, group, remotes, telephones & internet, and box office credit cards), Presenter will not be required to document, and will not document, the payment of box office commissions and deductions other than as referred to in Paragraph 3C. The parties hereby confirm that the amounts set forth to cover the box office commissions and deductions have been negotiated and agreed to by the parties hereto and will cover the Presenter's costs in connection with the sale of tickets including, but not limited to, ticket printing, group sales personnel and advertising, and subscription advertising and related costs, credit card redemption, automated ticket distribution, computer rental, software, postage and delivery costs, charge backs, telephone room costs, and Presenter's local, regional and national overhead in such connection. The parties recognize that Presenter's actual final costs in

connection with the sale of tickets may be more or less than the box office commission and deduction amounts as mutually agreed upon between Presenter and Producer.

Producer acknowledges that Presenter will retain the Additional Subscriber Purchase commission noted on Schedule A on all season subscriber additional ticket purchases relating to the Engagement, unless otherwise noted on Schedule A

4. Compensation to Producer

Presenter will use commercially reasonable efforts to notify Producer of any withholding payments and/or taxes payable by Producer.

A. The NAGWBOR shall be paid and distributed as follows:

1) Presenter agrees to pay Producer a weekly Guarantee of: SEVENTY THOUSAND DOLLARS (\$70,000.00) (based on an eight performance week), no later than 2PM the day of the first performance of each playing week hereunder (No deposit is required for this engagement). Presenter agrees to pay Producer the Guarantee as set forth above, irrespective of the actual gross box office receipts derived from the sales of tickets to the performances hereunder, without any deduction, charge, set-off or withholding of any kind, except as specifically provided for herein.

2) Presenter agrees to pay Producer a Royalty of TEN PERCENT (10%) of NAGWBOR, no later than the conclusion of the final performance of each playing week hereunder,

3) Producer to receive a ONE THOUSAND, FIVE HUNDRED DOLLAR (\$1,500.00) bonus at ONE THOUSAND, FIVE HUNDRED FIFTY (1,550) tickets sold.

5. LOCAL FIXED EXPENSES AND CHARGES

A. The parties have negotiated, and have agreed upon, Local Fixed Expenses and Charges, and have set a flat sum deductible by Presenter as Local Fixed Expenses and Charges, which will not be documented to the Producer. The sum agreed upon Local Fixed Expenses and Charges will solely cover:

- Box office running
- Box office set up & preliminary
- General and administrative
- Group sales expenses
- House staff
- In-house equipment rental (excluding labor and includes up to two followspots)
- Legal and accounting fees
- Licenses and permits
- Local and regional overhead
- Opening night (when sponsored by Presenter and specifically agreed to in advance)
- Police and security (during strip, restore, load-in/out, performances and during any business hours that venue staff, not specifically called by Company)
- Program (limited to Twelve (12) pages of submitted program copy)
- Public relations fees
- Talent transportation (limited to Star needs and only as specifically agreed upon)
- Ticket printing
- Utilities (including A/C & Heat except as noted differently in paragraph 20)

- Venue cleaning / maintenance
- Venue rental fees (during strip, restore, load-in/out, and performances & including property taxes)
- Venue's full-time technical directors or housemen
- Two Washers and two dryers
- And other such local expenses as the Presenter has agreed to in writing prior to the commencement of the Attraction
- Venue League dues, if applicable

I) It is specifically understood and agreed that the Attraction may not require all of the foregoing elements to be furnished by Presenter, and the parties further recognize that Presenter's actual final expenses in paying for and/or supplying the foregoing elements may be more or less than the total sum agreed upon to cover Local Fixed Expenses and Charges.

II) Producer acknowledges that, excluding those items listed in the fixed expense package, any required equipment rental not available in-house (i.e. forklift, genie-lift, etc.) will be a Local Documented Expense and Charge unless otherwise agreed to prior to the commencement of the Attraction. Presenter acknowledges the Producer's amended Technical Rider, attached hereto and made part of this Agreement and has made reasonable efforts to identify such items discussed herein.

III) Presenter will not be liable or responsible to Producer for any additional expenses related to or in connection with the use of Venue by Producer, except as otherwise provided herein or expressly agreed in writing. Such expenses will be the sole responsibility of Producer, and might include, but are not limited to: Venue's house staff during Attraction's work calls or rehearsals as requested by Producer and/or as dictated by union contract(s)/term sheets, local labor expenses incurred because of Attraction's crew replacement, etc., subject to provisions in paragraph 9F. Presenter will make reasonable efforts to inform Producer in advance if there will be any additional expenses over and above stagehands and wardrobe labor called as a part of work calls or rehearsals. Producer will make reasonable efforts to inform Presenter in advance of the schedule for work calls and rehearsals.

B. Presenter shall furnish, and provide for the maintenance and cleaning of the theatre for the Term of this Agreement at its own expense. Presenter agrees that there shall be no discrimination practiced in the Theatre on the basis of race, color, age, creed, sex, disability or sexual orientation against any performer or patron as to admission or seating in the Theatre. Presenter shall enter into a theatre lease/license agreement (the "Theatre Lease") with the owner of the Theatre.

I) The Theatre Lease shall provide that the owner will furnish the Theatre, clean, electrified, fully staffed, properly licensed and with such heat and/or air-conditioning as is required for comfort, for the exclusive and sole use of the Producer for the Term of this Agreement.

II) The licensed premises shall include the Theatre (including but not limited to audience area and seats, stage and backstage areas, orchestra pit areas, existing permanently installed sound and lighting equipment, box booms, balcony rail hookups, house sound system, backstage paging system (if any), dressing rooms near the stage with chairs, lights, mirrors, make-up tables, hot and cold running water, hanging facilities for costumes, accessible lavatory facilities and musicians' lounge if available) and music stands and music stand lights in good condition and in accordance with the provisions of this Agreement, the appropriate governmental laws, licenses and regulations. The Theatre Lease must also provide for the Theatre to furnish an electrical power supply separate from the Theatre's house lighting and other electrical

systems adequate for the operation of Producer's sound, lighting and automation equipment as set forth in the attached Technical Rider.

III) During the Term, Producer's employees and representatives shall have full access to all areas of the Theatre as set forth above, but except as expressly provided herein, the Producer shall have no control over the actual operation of the theatre or over any operating personnel employed or utilized by Presenter. The control of all entrances and exits shall be solely exercisable by the Presenter and Presenter shall furnish adequate security for the observance of the following restrictions: No one shall enter any stage areas or dressing rooms or audience areas except persons engaged by Presenter or the Theatre owner/operator in connection with the operation of the Theatre, and, in the case of the audience areas, except members of the audience holding tickets for admission.

IV) Notwithstanding the fact that the Theatre Lease may include provisions for the facilities, services and personnel required for the presentation of the Attraction, the Presenter shall nonetheless bear primary responsibility for seeking to ensure that the provisions of this Agreement are fully complied with by the Theatre.

C. If any of the above facilities, services and personnel required for the presentation of the Attraction are not directly furnished by the Theatre in accordance with the provisions of the Theatre Lease, Presenter shall nonetheless furnish the required facilities, services and personnel and shall pay all local expenses and costs incurred in connection therewith including but not limited to all local preliminary and weekly operating general and administrative costs of the Presenter and the Theatre for the presentation of the Attraction including all costs associated with subscription, group and single ticket advertising and ticket sales, local press agent and Presenter staff, Theatre cleaning and customary and required maintenance and repairs, the preliminary and weekly operating costs of the box office including box office personnel, and subscription, telephone, group sales, housemen/TD (if not included in the yellow-card), and mail order sales clerks and staff, security personnel, stage door personnel, ushers, ticket takers, house manager, porters, cleaners, janitors, matrons, and all other personnel required by the Presenter to be engaged locally (plus applicable taxes and fringe benefits).

D. Presenter shall, at its own expense, provide or arrange for Theatre to provide a printed program to distribute free to each and every member of the audience for all performances hereunder. Producer will make reasonable efforts to meet Presenters deadlines for program copy and shall provide the copy for the program no later than Four (4) weeks prior to the first performance hereunder. Presenter agrees to print the program in its entirety and exactly in the format provided by Producer. Presenter shall be liable for any failure to comply with this provision with the exception of any casual or inadvertent omission(s) or alteration(s), which shall promptly be remedied by Presenter.

E. The parties acknowledge that Producer is not a member of The Broadway League (the "League"), therefore Producer is not responsible for any League dues. Any dues owed to the Broadway League by Presenter will be covered in Presenter's Local Fixed Expenses and Charges.

F. Presenter shall at its own expense, provide or arrange for Theatre to provide all elements, materials and equipment and comply with all the terms of the attached Technical Rider including the costs of providing the following: one piano properly tuned for the Orchestra rehearsal; two (2) washing machine and two (2) clothes dryer; two (2) follow spots (if available in-house); sufficient hemp and/or counterweight and/or pipe and/or other physical stage materials necessary to accommodate the physical demands of the production.

6. Local Documented Expenses and Charges

Local Documented Expenses and Charges shall be defined as including but not limited to, the following (or as further defined in this agreement):

1. Advertising at Gross as described in paragraph 11
2. Insurance as described in paragraph 16 of this agreement
3. Stagehands and Loaders
4. Wardrobe
5. Labor catering
6. ADA Requirements
7. Fire Marshall

A) Presenter shall furnish the following as Local Documented Expenses and Charges:

I) All preliminary theatre expenses including salaries of local stagehands and/or housemen (plus applicable taxes and fringe benefits) for the spotting of lines and electrical pre-hang and preparation, clearing or "stripping" of orchestra shells only when necessary and all necessary scenery and drops, drapes, lighting equipment, motion picture screens, orchestra shells and "clouds" and any extraneous equipment, materials and props from the stage floor and stage wings, lines and fly system, electrical system, orchestra pit area, auditorium and dressing rooms and in all ways technically prepared for the load-in and technical and orchestra readings and rehearsals, all as required by Producer, and/or set forth in the attached Technical Rider, in order to properly present the show. Presenter agrees to provide for any necessary parking and/or parking permits and/or licenses (and will notify Producer or complete on the Producer's behalf any applications necessary) and to have all truck approaches to the Theatre loading dock free and clear of other vehicles or any extraneous materials so as to permit direct and unhindered approach of Producer's trucks.

II) All costs of load-in and load-out, including salaries of local stagehands, wardrobe attendants, security personnel, stage door personnel, teamsters and loaders for the Producer's trucks (plus applicable taxes and fringe benefits), and any equipment rentals as required by Producer, the repacking of empty crates into the Producer's trucks if Theatre cannot provide adequate storage ("box call"), any restoration to Theatre that may be required to Theatre and any catering required by applicable rules and regulations or in the event of a "round-the-clock" load-in.

III) This section has been intentionally deleted as is not applicable to this engagement.

IV) All local costs related to work calls and any technical rehearsal prior to the first performance of the engagement as required by the Producer and/or set forth in the attached Technical Rider (including up to Four (4) to Six (6) hours of orchestra reading and rehearsals plus orchestra sound checks, as scheduled by the Production Stage Manager or Musical Director, technical and stage, sound and lighting checks and/or rehearsals).

V) All local costs related to performances of the Attraction (including sound and lighting checks commencing two hours before opening of the house and pre-sets including one hour of wardrobe pre-set, including salaries of local stagehands, wardrobe & hair attendants (including dressers), plus applicable documented taxes and fringe benefits.

B. Local Documented Expenses and Charges for stagehands and loaders will include the labor costs for the strip, restore (including lag bolt repair, load-in, load-out, performances (including sound and light checks, presets, mopping), truck loading/unloading (during specifically either load-in or load-out of Attraction), spotting call(s), all rehearsals prior to the first public performance if Attraction has already had a prior public performance within three (3) weeks, and any required catering connected with the load-in or load-out as provided in paragraph 6E.

C. Local Documented Expenses and Charges - stagehands and loaders labor do not include rehearsals (after the first public performance); these will be Producer's sole responsibility. In addition, if Attraction requires rehearsals and has not had a public performance within three (3) weeks such rehearsals will be limited to one day prior to the first (1st) performance and all other expenses related to such rehearsals will become a direct company charge. Should any work calls or rehearsals as described above in 6B put a worker into overtime that would have not incurred overtime otherwise, the Producer will be charged directly for the overtime expense.

D. Local Documented Expenses and Charges for wardrobe and hair labor include the labor costs for the load-in, load-out, performances and all rehearsals prior to the first public performance following terms and conditions in abovementioned Paragraph 6B. Wardrobe and hair labor will also include continuity calls, which will be limited to one hour before "half-hour", if necessary. Local Documented Expenses and Charges for wardrobe and hair labor include "Daywork", but exclude rehearsals (after the first public performance), or work calls, all of which will be Producer's sole responsibility. "Daywork" includes any wardrobe and hair continuity calls made prior to one-hour before half-hour, subject to local conditions, as well as any laundry or maintenance calls prior to, during, or after the show, including labor, unless such labor is an active part of the running crew. Daywork expenses and charges may also include, but are not limited to additional Daywork related expenses, such as FOH, stage door, security, facility room charges (directly as a result of laundry crew), facility technical director, stagehands, etc. Presenter will make reasonable efforts to inform Producer in advance if there will be any additional expenses over and above wardrobe labor called as a part of such Daywork. Daywork, as defined above, above 16 hours shall be a Direct Company Charge as outlined in the attached Technical Rider.

E. Wherever labor catering is referred to in the attached contract, it is agreed that said catering will be provided for and will be included in Presenter's Local Documented Expenses and Charges, as mutually determined by both Presenter and Producer and only when required by applicable union rules and regulations, or it is in the financial best interest of both Producer and Presenter or as outlined in the attached technical rider. Except for the provisions included herein, Labor Catering as requested and approved by Producer will otherwise be a Direct Company Charge.

F. Any actual cost or expense associated with the Presenter's compliance with the American Disabilities Act for this Engagement (e.g., signed performances for the hearing impaired, audio described performances, or captioning, etc.) will be a Local Documented Expenses and Charge. This does not include any permanent or semi-permanent renovations or modifications to the Venue (e.g., ramps, elevators, etc.). Additionally, if there is no ADA interpreter or other ADA labor locally, travel expenses for such labor shall be deemed a Local Documented Expense and Charge.

G. Any labor costs or expenses associated with a Fire Watch/Fire Marshall required by local conditions, technical rider, City or Venue will be a Local Documented Expense and Charge. Permits and licenses required for pyro or related activities, however, will be covered in the Local Fixed Expenses and Charges.

H. Any cost associated with dry ice, carbon dioxide, helium, perishable prop food, or other non-transportable Production materials required for performances per the attached amended technical rider, will be a Local Documented Expenses and Charges unless otherwise mutually agreed upon and indicated in the attached amended technical rider.

7. Payments

All payments due hereunder shall be made by company check payable to: **BLUENET, LLC**. Any advance payments shall be sent to **BLUENET, LLC**, 7135 MINSTREL WAY, COLUMBIA, MD 21045. Presenter acknowledges receipt of Federal identification number (below). Producer shall make reasonable efforts to provide Presenter with a fully executed contract before any payment shall be made, unless such delay is due to actions of Presenter. Any next money, coverages, additional Producer payments, or other payments owed to Producer hereunder with the exception of guarantees or deposits will be paid on a weekly basis if engagement is greater than one (1) week. Royalties based on GWBOR or NAGWBOR will be paid weekly. All other payments will be made at the conclusion of each week of the engagement at the intermission of the final performance of each week or as previously arranged prior to the commencement of the engagement.

FEDERAL TAX ID#: **8. Production Information**

Producer shall furnish and pay for the following elements of the Attraction which shall be fully rehearsed and directed and with a complete physical production as specifically set forth below:

A. All salaries, fees, and per diem expenses of Producer's employees, including all members of the cast, stage managers, traveling stagehands, traveling wardrobe personnel, traveling musicians including the Musical Director, hairdressers, national press representative and/or traveling press agent, general manager and company manager.

B. All royalties and fees payable to the directors, designers, and Producers and the authors and owners of the performing rights of the Attraction.

C. Producer's general and administrative expenses, including but not limited to legal and accounting fees, office charges, booking fees and commissions, telephone, xerox and messenger charges, insurance premiums on Producer's policies insuring Producer's equipment and personnel.

D. All costs associated with the design, building, and rental of any and all elements of the physical production including sets, props, costumes and wigs, and all rentals on equipment furnished by the Producer.

E. All hauling and transportation costs to move the Attraction and Producer's employees from the previous engagement to the Theatre, for any local transportation required for Producer's employees in the City and from the Theatre to the next engagement, except as noted as PRESENTER'S responsibility as outlined in the attached amended Technical Rider.

9. Presenter Personnel, Services & Facility Requirements

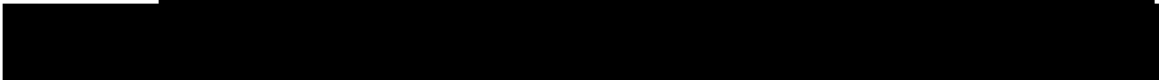
Presenter will make all necessary local arrangements with third parties and provide the local services and facilities and local personnel (including all salaries, fees, and any and all payroll taxes and fringe benefits applicable to all local personnel) as required by Producer to present a successful run of the Attraction at the Theatre in the City in accordance with theatrical industry custom and practice. It is specifically understood that the Presenter shall be solely liable for and shall pay all local expenses of every kind in connection with the presentation of the Attraction, as detailed in the attached Technical Rider and Schedule B, other than anything that is deemed a Direct Company Charge under this Agreement.

A. All amended technical rider requirements are subject to Theatre capabilities.

- B. I) If Producer's crew requirements are established, Presenter agrees to furnish personnel limited to the number of hours per the attached amended technical rider and individuals listed on the Producer's crew requirements, unless otherwise specifically agreed to in writing or required by local conditions.
- II) If Producer's crew requirements are not established, Presenter agrees to furnish personnel limited to the number of hours per the attached amended technical rider and individuals listed on the Producer's attached amended technical rider, unless otherwise specifically agreed to in writing or required by local conditions but not withstanding provisions in paragraph 6B AND 6C.
- C. Presenter agrees to adhere to and abide by the applicable rules, regulations and requirements of all unions having jurisdiction over the performances hereunder and all personnel provided by Theatre or Presenter shall be members, of any union having jurisdiction.
- D. Presenter shall furnish to Producer not later than Four (4) weeks prior to the first performance hereunder, copies of all local collective bargaining agreements, rules and regulations, salary scales and rates and union fringe benefits (if applicable) to the required local personnel for the performances hereunder.
- E. Presenter agrees that all local personnel shall be subject to Producer's supervision during load-in, rehearsals, work calls, immediately before, after and during all performances and load-out and shall comply with technical and production requirements as specified by the Producer but who shall in no event be deemed employees of Producer. Producer's complaints, if any, concerning personnel furnished by Presenter shall be submitted to Presenter and both parties shall use their reasonable efforts to resolve any conflict.
- F. Presenter agrees that if any of the requirements or conditions of this Paragraph 9 or the Technical Rider have not been duly met, fulfilled or complied with by Presenter at the times provided for, or in the event the Presenter fails to provide the personnel required by Producer, then Producer shall have the right to do what the Presenter has failed to do and Presenter agrees that the Producer's representative may, at the Presenter's sole expense, provide for such requirements or conditions and/or may engage at the Presenter's sole expense those additional personnel required at reasonable and customary rates.
- G. All costs to repair stage deck or Venue after the Engagement ends will be charged directly to and paid by Producer at a rate reasonably determined by Venue if the Producer is at fault. This includes, but is not limited to, paint touch-up and water damage. Producer will contact Venue directly for rates, if applicable. Lag bolt repair shall be a local documented expense as outlined in the attached technical rider.
- H. All expenses for the installation of phone lines, activation of phone lines and any usage or service fees, including long distance charges for Producer purposes, will be the sole cost of the Producer.
- I. I) Producer will determine sound and/or light board positioning before either single or regular group ticket sales campaigns commence as per the on-sale date listed on the daily ticket counts issued by Presenter. Any expenses incurred by Presenter due to irregular position of said boards will become part of Local Documented Expenses and Charges.
- II) If Producer does not make reasonable best efforts to determine sound and/or light board positioning before single or regular group ticket sales campaigns commence, and Presenter is required to re-locate any patrons already seated in Producer's determined position of said boards, Producer will reimburse Presenter all incurred expenses.

10. Concessions and Souvenir Programs

Producer or Producer's designated representative will negotiate directly with Venue regarding in Theatre sales of Producer's merchandise, commissions (if any) and method of selling show-related merchandise in connection with the Engagement. For this Attraction, Producer's designated representative is: Bobby

**11. Advertising and Publicity**

A. Presenter shall print, at its own cost and expense, heralds, window cards, billboards and other approved print advertising. Presenter agrees to properly imprint, distribute and display all materials without alteration. Presenter agrees to consult with the Producer regarding the contents of all advertising and publicity materials. Presenter shall consult with Producer regarding any advertising and/or publicity materials Presenter wishes to modify or alter. In the event Presenter alters, omits, adds to or does not print any of the billing or other program copy or other copy as provided by the Producer, Presenter shall be liable for any penalty or liability imposed upon the Producer by all third parties against the Producer for breach of any contract or understanding with respect to the billing provided proper notification of such breach has been received by Presenter. All marketing materials (including but not limited to heralds, logos, promotional photographs and program copy) are available on the Producer's marketing website:



B. Presenter hereby discloses that advertising, including, but not limited to, print, outdoor, electronic and any other approved placed media advertising, for this Engagement will be placed by Presenter's internal advertising agency for which services Presenter will collect agency commissions of fifteen percent (15%)

- (a) Net Advertising shall be defined as GROSS ADVERTISING multiplied by eighty-five (85%) percent.
- (b) Gross Advertising shall be defined as NET ADVERTISING divided by eighty-five (85%) percent.

Presenter will use reasonable efforts to submit the advertising budget and the advertising schedule for Producer's approval, not later than eight (8) weeks prior to the first performance. Presenter agrees to obtain Producer's approval of the minimum and maximum dollars per playing week to be allotted to advertising. Advertising expenses will be reimbursed only for documented print, radio, internet and television advertising expenses for single ticket sales, (including production costs). No other expenses (including but not limited to any costs whatsoever for advertising and/or direct mail for subscription and group sales solicitation, program, press agent fees and expenses, etc.) shall be considered allowable advertising expenses. All such expenses must be based on actual cost and be fully documented, with bills (affidavits) from stations for all radio and television advertising, and bills from all print media and others.

C. Presenter agrees to consult with, the Producer (or Producer's Press Representative) for all media buys, trades, complimentary tickets, papering of the house and all facets relative to the proper promotion of the Attraction.

D. Press requests for appearances and interviews of any member of the company must be approved by Producer (or Producer's representative). Any local union payments, if required, for said appearances shall be paid by Presenter and made part of the documented advertising costs.

E. Presenter will comply with all advertising and billing requirements.

F. Producer acknowledges that any transportation or related expenses included as part of promotional events prior to Attractions arrival or during the run of the engagement will be included as part of the Advertising settlement

G. The amount of the advertising budget for single ticket sales will be negotiated in good faith between the parties and mutually agreed.

12. Taping of Show

Presenter agrees that it will use reasonable efforts to not permit any rehearsal or performance to be recorded, filmed, broadcast, televised or transmitted beyond the theater without prior written consent of the Producer for news block purposes and critics reviews.

13. Price Scale, Accounting and Ticket Sales

A) From the date tickets go on sale through the close of the run, by 5:00PM (EST) each business day, the daily box office wrap must be called, faxed or emailed to COLUMBIA ARTISTS THEATRICALS, INC. wraps@broadwaycat.com; 917.206.4600 (phone); 917.206.4646 (fax).

B. Producer shall be supplied with a manifest and seating diagram (with actual numbered seats and location of all seats to be made available for sale). Seat kills due to technical requirements of the Attraction shall be mutually agreed upon in writing by Presenter and Producer. Any existing corporate seats, boxes or sponsorship seats are disclosed in Schedule A2. Presenter warrants that there are not any such seats which are not listed on the manifest that have been sold or are available for sale to any patrons in any form whatsoever, including but not limited to corporate suites or boxes or seats that have been given to a sponsor in exchange for sponsorship dollars except as otherwise agreed to in writing herein.

C. Presenter shall keep and maintain detailed, accurate books and records corresponding to the sale of all tickets and gross receipts hereunder, expenses properly chargeable to Producer hereunder, and documented expenses chargeable to Presenter hereunder (including documented advertising expenses). Producer's representative shall have access to and the right to make copies of such records as they relate to this Booking Agreement at all times for a period of one year and shall have free access to the box office during all regular business hours, during the run of the engagement.

D. The sellable capacity of the Venue is subject to change due to production requirements, fire code regulations and similar conditions. Presenter reserves the right to adjust the reported sellable capacity of the Venue at any time prior to first performance with Producer and will make reasonable efforts to notify the Producer immediately. Any such changes will be noted on the settlement sheet and/or box office statement provided to Presenter and Producer, if appropriate.

E. The receipts of each performance shall be ascertained by the statement of the sales of the box office and all other points of sale and may be verified for each and every performance by the Producer, if desired, by the count of the tickets taken at the door and placed in a secure box. Except for members of the press and other media which shall be limited to opening night, neither Presenter nor Producer shall furnish free tickets or admission to the performances unless mutually agreed upon in writing by Producer (or Producer's Press Representative). All discounted tickets must be stamped or clearly marked with the actual price. All complimentary tickets must be stamped or clearly marked complimentary or shall indicate a zero (\$00.00) ticket price.

14. **Producer House Seats/Complimentary Tickets and Sponsorship Requirements**
SEE ATTACHED TECHNICAL RIDER FOR TICKET REQUIREMENTS

15. **Impossibility of Performance**

A. If a member of the Attraction, other than Star as defined in paragraph 15B cannot perform because of ill health, physical disability, or other circumstances not reasonably within Producer's control, Producer shall use its best efforts to furnish a substitute for such member and Producer shall not be liable for the failure of such member to perform nor shall Presenter be relieved of any of its obligations herein, provided the performance is given in its entirety.

B. A Star shall be defined as an actor/actress promoted or named in conjunction with the title of the Attraction and/or referred to as Star in the engagement contract.

C. This paragraph has been intentionally deleted as it is not applicable to this engagement.

D. Force Majeure: In the event that the performance of any of the provisions of this Agreement on the part of Producer or Presenter shall be prevented (including an event which affects the audience from reaching the facility) by (1) an act of God, (2) fire, (3) national or local calamity, (4) death or physical incapacity of a Star, (5) the acts of any public authority or labor union, (6) labor difficulties, (7) strike, (8) war, (9) acts of public enemies, (10) epidemic, (11) storm or inclement weather, or (12) any other cause beyond the control of such party that renders such performance impossible, such party shall be relieved of its obligations hereunder with respect to the performance(s) so prevented. If any performance shall be prevented for any of the foregoing causes, neither Presenter nor Producer shall be under any obligation to present the Production at a different time or place and neither party shall have any claim against the other in connection with losses resulting from such prevented or interfered with performance except that Producer shall pay to Presenter a pro rata return of payments made including, without limitation, the minimum guarantee paid.

E. In addition, Producer may in its discretion cancel any performance which may expose any member of the company or any portion of the audience to danger of death, disease or injury or to any outbreak of violence or civil strife. Upon such a termination, Producer shall not be liable to Presenter for any loss, damage or expense claimed to have been suffered by Presenter as a result of such termination, but where the condition upon which such termination is based shall not have been caused by Presenter's gross negligence or willful misconduct. Producer shall return any monies previously deposited with Producer hereunder, after deducting only the actual and direct costs incurred by Producer in connection with such terminated performance.

F. If the Producer elects to terminate the run of the Attraction and posts a notice to that effect, the Producer simultaneously therewith shall advise the Presenter in writing of such action and shall have no further liability except to: (i) return any advance on the Guarantee which has been paid; and (ii) reimburse the Presenter for any actual documented expenses, as may be reasonable and customary, incurred prior to such notice by the Presenter in connection with the performances scheduled, but not performed, due to such termination.

G. If Presenter agrees that any performance be cancelled delayed or postponed, then the Producer will permit and cooperate with Presenter in issuing refunds and/or providing satisfactory customer service. Gross Box Office Receipts will be reduced by a mutually agreed estimated refund figure to complete settlement at the conclusion of the Engagement with the understanding that after a reasonable time period as determined by Venue or Ticketing Service has elapsed, Presenter will distribute un-refunded monies per the terms and conditions of this Booking Agreement. No Commissions or fees will apply.

H. In the event of a publicly acknowledged weather emergency or local emergency where travel is prohibited or limited, patrons shall be entitled to exchange their tickets for another performance in which seats are available, or seek a full refund at the Presenters sole discretion. Producer acknowledges such weather or local emergency may not necessarily be in City where Attraction is performed and instead may be in another location based on the patron's point of origin. Notwithstanding the provisions included herein, Presenter will make reasonable efforts to minimize exchanges and refunds due to such events.

16. Insurance Requirements

A. Presenter agrees to defend, indemnify and hold harmless Producer from and against all liability claims for bodily injury or property damage in connection with or in relation to any actions, claims, or demands by third parties, solely based upon any willful act gross negligence of Presenter or its employees.

B. Producer agrees to defend, indemnify and hold harmless Presenter from and against all liability claims for bodily injury or property damage in connection with or relating to any actions, claims, or demands by third parties, solely based upon any acts, defaults, or neglects of the Producer or its employees. [same]

C. Subject to the indemnity provisions of paragraphs 16 and 23 herein, each party hereto will maintain Property Insurance on its respective property and hereby waives any and all Rights of recovery, subrogation, claims and causes of action against the other, its agents, officers, shareholders or employees for any loss or damage that may occur to any personal property of either party and further covenants that its respective insurers will not hold any right of subrogation against the other party hereto. Each party hereto agrees to cause its respective policy or policies to be endorsed, if necessary, to effect this waiver of subrogation.

D. Presenter and Producer each agree to maintain in full force and effect for their respective employees Workers Compensation Insurance, Unemployment Insurance and Short Term Disability Insurance, as required by law. Furthermore, Presenter and Producer agree to maintain in full force and effect Commercial General Liability Insurance and Non-Owned and Hired Automobile Liability Insurance with minimum limits of \$1,000,000.00 per occurrence; and to furnish a Certificate of Insurance verifying such coverage upon receipt of written request. Presenter will include, and Company agrees to accept a \$0.00 charge per ticket based on actual Venue attendance (drop count), where available, or otherwise the total number of paid and complimentary tickets for the Engagement. This charge will be included, and rate will not require any documentation, at settlement. This charge reflects the following: premiums for all policies maintained by Presenter, reserves, if any, for claims, deductibles, if any, and related administrative expenses. Any reference to an insurance expense in this Agreement and its riders, documented otherwise, shall be replaced with the following term: "Insurance and Related Administration".

E. Unless otherwise prohibited by local law, Presenter agrees to name Producer as an Additional Insured on the Commercial General Liability policy pertaining to this engagement and to furnish a certificate verifying the insurance and the listing of Producer upon written request.

F. Producer hereby agrees to list Presenter as an Additional Insured pertaining to this Engagement on the Commercial General Liability policy maintained by Producer for this Engagement and to furnish a certificate verifying the insurance and the listing of Producer upon written request.

17. Terms of Contract

A. It is specifically recognized and acknowledged that:

I) Presenter or Presenter's Affiliates, due to a larger overall relationship with a vendor such as an agreement to provide a certain number of shows to a Venue or contractor, may be entitled to receive certain payments, volume rebates or other discounts which will not be included in the settlement with the Producer.

II) Income and receipts from parking, food and beverage concessions, ticket service charges, corporate suite or box seats as disclosed in Paragraph 20, Patron or similar clubs or programs, local share of merchandise, risk reward relationship from Venue co-promotion (such as, by way of example only, any agreement or arrangement pursuant to which Presenter and Venue may share, divide or allocate between themselves any source or sources of revenue including rent or charge otherwise payable to or by only one of them) and Presenter's or Presenter's Affiliates sponsorships will not be included in settlement.

III) Venue rental charge included in the settlement may be traded by the Venue in exchange for co-promotion interest and therefore not actually be invoiced to and paid by Presenter and/or Presenter's Affiliates. Producer will not be responsible for any shortfalls or penalties in regard to such relationships. Supplies and services owned or provided by Presenter or Presenter's Affiliates, including but not limited to, venue repair, towels, tarps, telephone, ticket service, office supplies, plywood, decorations, and furniture will be provided for the Engagement at an amount to be pre-negotiated by and between Presenter and Producer, which amount may include Presenter's overhead or other charge in relation thereto, and such charge shall be presented at the agreed upon amount as a charge for the Engagement.

IV) Producer and Presenter understand that the settlement at the time of the Engagement is based on final bills or estimated bills in hand and reasonable estimates for those bills not in hand. Notwithstanding the foregoing, as it is in the best interests of both parties to finalize the settlement at the conclusion of the Engagement, the parties agree that the amounts stipulated in the settlement signed by Producer's representative and Presenter, except as noted in writing at settlement, shall be final and binding as between Producer and Presenter after five (5) business days. Producer acknowledges that Presenter will not make any payments (other than the Guarantee) before an engagement settlement has been completed and signed by both parties, Presenter's signature not to be unreasonably withheld.

B. Producer agrees that, without the Presenter's written consent, it will not authorize or permit:

I) Any other party to perform or present the Attraction in the City or within sixty (60) miles of the City (the "Holdback Territory") sixty (60) days prior to, during, or within thirty (30) days following the Engagement (the "Holdback Period"). In addition, Producer represents and warrants that Producer either (a) holds the rights to present any other type of theatrical presentation of the Attraction in the Holdback Territory for the Holdback Period, or (b) that it has acquired from the holders of the theatrical rights of the Attraction a representation and warranty that they shall not license to any other party the right to produce or present the Show in the Holdback Territory during the Holdback Period.

II) Any members of its cast to perform any portion of the Attraction in any Venue, or other place of amusement or entertainment in the City or within sixty (60) miles of the City sixty (60) days prior to, during, or within sixty (60) days following the Engagement.

III) This Production of the Attraction or any part thereof to be broadcast by radio, television, or any other form of media, or be otherwise performed or presented in the City or within sixty (60) miles of the City sixty (60) days prior to, during, or within sixty days following the Engagement.

C. The restrictions set forth in Paragraph B above will not apply toward radio or television broadcasts of up to a duration of fifteen (15) minutes, which are solely for promoting or publicizing the Attraction, Original Cast Album or broadcast of the Attraction's source material.

D. Nothing contained herein shall be deemed to create or constitute a joint venture, partnership, employment or trust relationship between the parties. The parties represent they are independent contractors from one another, that this agreement has been negotiated at arms length, and that each bears its own risk in connection with the presentation of the Attraction in the City under the terms of this Agreement.

E. All notices to Presenter and Producer shall be in writing addressed to their respective address set forth herein.

F. Presenter shall not have the right to assign this Agreement or any of Presenter's obligations hereunder except to its successor in interest who shall agree to be bound by the terms undertaken herein.

18. Facility and Ticket Requirements

Included on Schedule A2

19. Corporate Box Seats

Included on Schedule A2

20. Miscellaneous City Information

A. The Venue will provide a minimum of 800 amps 3-phase 220-volt electrical service for stage lighting and mechanicals. In addition, the Venue will provide 100 amp 3 phase 220-volt clean dedicated, if available locally, electrical service for road sound hookup. Any power demands over this service, if not available in the Venue, that would require a generator rental, will be a Local Documented Expense and Charges for such generator(s), fuel expenses, necessary manpower to operate such generator(s), cable rental charges to bring power to the stage, and any additional expenses incurred by such generator(s) rental.

B. Requirements arising solely by reason of Company's work calls and rehearsals after the first public performance, including but not limited to additional equipment rental over and above that provided for by Presenter in Local Fixed Expenses and Charges or as an mutually agreed upon Local Documented Expenses and Charges, shop usage and shop equipment, compressed gas, runners, paint, tape, stage flooring, hemp, talent requirements not expressly included in Local Fixed Expenses and Charges, or Local Documented Expenses and Charges, etc., will be charged directly to and paid by Producer unless otherwise agreed to, in writing, prior to the commencement of the Engagement. Presenter will make reasonable efforts to inform Producer if there will be any additional expenses over and above stagelands and wardrobe called as a part of work calls or rehearsals.

21. Sponsorship

Producer acknowledges and agrees that Presenter may have sponsorship relationships in connection with its subscription series program. These sponsors will be mentioned and/or included in all media relating to the Engagement and may have signage or other items on display at the Venue during the Engagement. Presenter and Producer will work in conjunction with each other to mutually satisfy respective sponsorship requirements. Further information may be included on Schedule A2.

22. Remedies

If either party materially breaches or defaults in the due performance of any of its material warranties, representations, or agreements hereunder (and any of such events shall hereinafter be deemed an "Event of Default"), then and upon the occurrence of an Event of Default, the non-breaching party shall have the right to terminate this Booking Agreement and shall be relieved of all of its obligations hereunder and to exercise all of its rights and remedies against the breaching party at law. All such rights and remedies may be exercised cumulatively, or singly, at the sole discretion of the non-breaching party.

23. Indemnity

A. In addition to the indemnification rights provided for elsewhere in this Agreement, the Producer will indemnify, defend and hold harmless Presenter and its parents, affiliates, and subsidiaries from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, reasonable attorneys' fees, court costs and other legal expenses arising from or connected with: (i) any alleged or actual breach by Producer of any provision hereof or the inaccuracy of any warranties or representations made by Producer herein (ii) any acts or omissions by Producer except to the extent that any claim is caused by any negligence or willful misconduct of the Presenter.

B. In addition to the indemnification rights provided for elsewhere in this Agreement, the Presenter will indemnify, defend and hold harmless Producer and its parents, affiliates, and subsidiaries, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, reasonable attorneys' fees, court costs and other legal expenses arising from or connected with: (i) any alleged or actual breach by Presenter of any provision hereof or the inaccuracy of any warranties or representations made by Presenter herein (ii) any acts or omissions of Presenter except to the extent that any claim is caused by any negligence or willful misconduct of the Producer.

24. Group Sales Exclusivity

Presenter and Presenter's local partners will have the exclusive right to sell group tickets, and collect all related and applicable commissions on those group tickets for this Engagement. No other person or entity may sell group tickets, or collect commissions on group tickets, without the permission (permission not to be unreasonably withheld) and written approval of the Presenter.

25. Governing Law/Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts entered into and wholly to be performed therein without regard to its conflicts of laws decisions. Any litigation, action or proceeding arising out of or relating to this Agreement shall be instituted in any state or federal court located within the City of New York, Borough of Manhattan and the parties hereby submit to the jurisdiction of any such court in any such litigation, action or proceeding.

26. It is expressly understood by both parties that COLUMBIA ARTISTS THEATRICALS, INC. acts only as disclosed agent of the Producer and assumes no liability hereunder. In the event of any claims by or between the Producer and/or Presenter, COLUMBIA ARTISTS THEATRICALS, INC. may not be named as a party to any arbitration or litigation nor shall it be directly or indirectly responsible for the debts, obligations, responsibilities or liabilities of the Producer or Presenter, whether or not arising in connection with this agreement or otherwise.

27. By their signature hereunder, the parties agree to the terms of this contract and acknowledge that Schedule "A" (Ticket Prices and Gross Potential), Schedule "A2" (Ticket Commissions and Discounts), Schedule "B" (the Presenter's Local Expenses) and the Technical Rider containing additional terms and provisions necessary to the presentation of the Attraction are attached hereto and are integral parts of this Agreement.

28. This Booking Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including e-mail of a "pdf" signature), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of either party, the other party shall re-execute original forms thereof and deliver them to the other party. Neither Presenter nor Producer shall raise the use of a facsimile machine or other electronic transmission (including e-mail of a "pdf" signature) to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission (including e-mail of a "pdf" signature) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

This Agreement and the Technical Rider may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one in the same instrument.

AGREED AND ACCEPTED:

PRESENTER
HUMBOLDT STATE UNIVERSITY

by 

Roy Farshpan, Director

date _____

PRODUCER
BLUENET, LLC

by 

Angela Rowles, Executive Producer

date _____

BLUE MAN GROUP
April 11 and 12, 2016

Arcata, CA
Van Duzer Theatre

Monday 8:00PM
Tuesday 8:00PM
Wednesday
Thursday
Friday
Saturday
Sunday

House Capacity per show: 812

Price Schedule for: All Performances

812 seats @ \$66.00 \$53,592.00

\$53,592.00

2 \$107,184.00

TOTAL # PERFORMANCES

2

TOTAL POTENTIAL GROSS

\$107,184.00

TOTAL GROSS AFTER TAX

\$107,184.00 0.0%

AGREED AND ACCEPTED

PRESENTER
HUMBOLDT STATE UNIVERSITY

PRODUCER
BLUENET, LLC

by 
Roy Hurshpan, Director

by 
Angela Rowles, Executive Producer

Date _____

Date _____

BLUENET, LLC

SCHEDULE A

TICKET PRICES & GROSS POTENTIAL

BLUE MAN GROUP
April 11 and 12, 2016

Arcata, CA
Van Duzer Theatre

Monday 8:00PM
Tuesday 8:00PM
Wednesday
Thursday
Friday
Saturday
Sunday

House Capacity per show: 812

BOX OFFICE COMMISSIONS:

Credit Cards 3%

Each ticket sold shall not be subject to more than one commission.

Commissions shall be taken NET of Facility Fee and Tax described above.

TICKET DISCOUNTS:

Student: \$35.00 ticket price

Subject to changes or additions locally as determined by local Group Sales Manager, Marketing Director, and Press Agent, with such approvals to be presented to Company Manager at the time of settlement.
All discounted prices will be rounded up to the nearest 50.05

AGREED AND ACCEPTED

PRESENTER
HUMBOLDT STATE UNIVERSITY

PRODUCER
BLUENET, LLC

by 
Roy Furshpan, Director

by 
Angela Rowles, Executive Producer

Date _____

Date _____

BLUENET, LLC

SCHEDULE A2

TICKET DISCOUNTS & COMMISSIONS

BLUE MAN GROUP
April 11 and 12, 2016

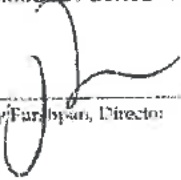
Arcata, CA
Van Duzer Theatre

LOCAL DOCUMENTED (ESTIMATED)	
\$2,500	Gross Advertising
\$7,500	Stage Labor
\$1,450	Rent
\$2,200	Prop Materials
\$350	Ushers
\$500	Hospitality
\$350	Ticket Printing
\$500	Box Office Admin
\$15,350	<u>SUB-TOTAL</u>
\$15,350	<u>TOTAL LOCAL EXPENSES</u>

AGREED AND ACCEPTED:

PRESENTER
HUMBOLDT STATE UNIVERSITY

PRODUCER
BLUENET, LLC

by 
Roy Furbyson, Director

by 
Angela Rowles, Executive Producer

Date _____

Date _____

BLUENET, LLC

SCHEDULE B

LOCAL EXPENSES

Drafted on: 09.28.15

BLUE MAN GROUP

2015-2016 Season
National Touring Company
◊ Preliminary Tech Rider ◊
Current as of: 09/28/15

PLEASE RETURN WITH SIGNED CONTRACT TO:
Columbia Artists Theatricals, Inc.
250 West 57th Street, Suite 901
New York, NY 10107

NOTICE – This is an IATSE Yellow Card production

THIS IS NOT JUST ANOTHER SHOW!!

This Preliminary Technical Rider is for estimate purposes only and will not be an addendum to the final contract. This Preliminary Technical Rider may be amended at any time before the yellow card is set, based on the need of the production during the development process. A final tech rider will be sent with the engagement contract which will be subject to change once the yellow card for this show is set; Presenter will be bound by the yellow card terms and conditions with regards to labor needs.

General Production Overview

Provided for basic understanding of needs only. Entire document **MUST** be read to ensure all detailed needs are met as required for the production and Union requirements.

1. Estimated Crew Totals

LOAD IN (12 hours in 1 day)	46 working hands
SHOW CALL	12 working hands
LOAD OUT (5 hours, begins after cleanup is finished following final curtain)	50 working hands
Please note: This production has an IATSE Yellow Card that will be advanced with the production to fill the necessary calls. That card will govern the necessary number of crew members.	

2. Load In / Out Details

SIX (6) 53' trucks and TWO (2) tour buses

3. Length of Show

Approximately one hour and forty minutes with NO intermission.

4. Pit Seating

Yes. The tour will provide seat covers for the first few rows of seating.

5. Show Specific Rigging Details

Standard rigging needs. See **Section 6: Carpentry** for full details.

6. Spotlights

This show does not require any spotlights.

7. Atmospherics, Fire, Firearms, and Special Effects

See **Section 13: Special Effects** for full details.

- Open flame
 - Lit zippo lighter, twice, extinguished by a fire extinguisher onstage by a performer
- Theatrical fog effects, requiring multiple venue provisions
- Theatrical haze is used
- Strobe lights and black lights
- See **Venue Provisions** page for necessary effect supplies

8. Wardrobe Day Work

Maximum FORTY (40) hours per week.

9. ASL Location Preference

Either House Right or House Left, please notify PSM prior to approval

10. Other Special Considerations

See **Section 1: Overview** for full details.

- **BLUE MAN GROUP TOUR** is a very different kind of show with a Rock 'n' Roll feel, intense audio, varied audience participation, numerous special effects, live video and extremely demanding technical needs that cannot be summed up in this overview. This ENTIRE rider must be carefully read to ensure that all needs are met.

Full detailed rider on following pages.
Presenter must read entire document to ensure a full understanding of our technical needs.
This page is provided as a short summary to enhance your basic understanding of this production and its critical needs.

Required Venue Provisions

Provided for basic understanding of needs only. Entire document **MUST** be read to ensure all detailed needs are met as required for the production and Union requirements.

1. Loading Equipment

See **Section 4: Loading and Unloading** for full details.

- Forklift(s): Only required if the venue has no loading dock. In the event that a forklift is required:
 - TWO (2) standard duty, fully charged or fueled forklifts will be needed
 - Will require one dedicated forklift operator beyond the above stated crew call

2. Stage Provisions

- The stage area, wings, and backstage area must be cleared of all obstructions such as pianos, flats, scenery pieces, etc.
- All system pipes (battens) must be cleared of all scenery, lights, masking, orchestra shells, etc. prior to load in. Exceptions **MAY** be made by the tour Head Carpenter during the show advance
- FOH Fixtures: Must be removed, we will hang our own as they are non-traditional fixtures
- 30 linesets with 13,000lbs (5896kg) of counterweight
 - Single-purchase, weight must be on loading gallery
- Required Genie(s): ONE (1) 36' (10.9m) Genie at no additional cost
- Other: **BLUE MAN GROUP TOUR** carries its own washers and dryers due to the messy nature of the production. This requires many different provisions within the wardrobe department. See **Section 11: Wardrobe** for full details.

Electrics will have lights stored on them but gridded

DB
AM

3. Local Conditions

- Please share any atypical local conditions with the Tour Head Carpenter ASAP to make necessary arrangements
- **BLUE MAN GROUP TOUR WILL NOT BE RESPONSIBLE FOR ANY ADDITIONAL COSTS DUE TO LOCAL CONDITIONS.** Additional costs will be at the Presenter's sole expense.

4. Effects

- Venue must provide the following
 - The tour travels and uses in the show, SIX (6) 5lb fire extinguishers that must be refilled weekly. This will be coordinated with the venue for times and amounts
 - TWO (2) 20lb canisters of non-siphoned CO2
 - ONE (1) 25lb block of "Dry Ice" to be delivered on **FINAL** performance day — 5lb blocks increments only
 - SIX (6) 220 cubic foot non-siphoned tanks of Helium to be replaced every FOUR (4) shows
 - Please confirm with tour Head Carpenter before ordering; this will need to be flexible depending on rate of ball deflation at your venue
 - See **Section 13: Special Effects** for full details

DTS
(Signature)

5. Other

- Please made available TWO (2) parking spaces for Company Vehicles near the stage door
- Consumables: This show requires several food products throughout its stay.
 - See **Section 9: Properties** for full details

**Full detailed rider on following pages.
Presenter must read entire document to ensure
a full understanding of our technical needs.
This page is provided as a short summary to
enhance your basic understanding of this
production and its critical needs.**

Section 1: Overview

In the following pages we will outline detailed technical requirements for the touring production of **BLUE MAN GROUP TOUR**. The show is completely self-contained, including sound and lighting. **BLUE MAN GROUP TOUR** is a technically complex production which requires adherence to the specifications listed herein. Your cooperation and advance preparation will facilitate an efficient load in, run and load out. It is of utmost importance that the crew requirements are adhered to in full with qualified stagehands, with proper theatrical training, or the quality of the performances will be adversely affected. We hope to cover all areas of concern in these pages. If you have any questions, please feel free to contact us. A contact sheet will be provided at the end of the rider.

Although the production is completely self-contained, should the venue be equipped with compatible Front of House lighting and/or sound equipment, Producer reserves the right to augment production equipment with house lighting and/or sound equipment. **Producer will not bear any costs related to the use of such equipment.**

Minimum Electrical Requirements

(2) 3 Phase 400A Per Leg	LIGHTING: Must terminate within 50'-0" (15.24m) of stage
(1) 20A Edison Outlet	LIGHTING: Back of House, for overnight charging
(1) 20A Edison Outlet	AUDIO: Continual power at the FOH position
(1) 3 Phase 100A Per Leg (Isolated Ground)	AUDIO/VIDEO: Must terminate within 50'-0" (15.24m) of stage
(1) 3 Phase 100A Per Leg	AUTOMATION
(2) 20A Edison Outlets	PROPS: Must be onstage and cannot be shared

***Should the venue not meet the tour's electrical requirements, generator power must be provided and will be considered a Local Documented Expense.**

Minimum Stage Requirements

	Imperial <i>DJS</i>	Metric	
Proscenium Width	44'-0" 41'6"	13.4m	
Proscenium Height	28'-8" 20'	8.53m	Clear Above Apron Area
Stage Depth	32'-0"	9.75m	Smoke Pocket to Back Wall
Centerline to Stage Right	43'-0"	13.1m	Unobstructed
Centerline to Stage Left	43'-0" 35'-10"	13.1m	Unobstructed
Grid Height	58'-0" 48'	17.7m	Out Trim of System Pipes
Offstage Height Clearance	30'-0"	9.2m	Unobstructed
Number of Battens	30	30	Based on 6" (15.1cm) Centers
Arbor Weight Capacity	1,200lbs 1000	544kg	Single Purchase
Counterweight Available	13,000lbs	5897kg	Single Purchase, on Loading Gallery
Loading Door	8'-0" W x 9'-0" H	2.5m W x 2.8m H	

7'10"

Section 2: Show Information

BLUE MAN GROUP TOUR will run in One Act. It will be approximately ONE (1) hour and FORTY (40) minutes. There will be no intermission. **BLUE MAN GROUP TOUR** will begin 5 minutes scheduled curtain time unless prior arrangements have been made. A late comers cue will be arranged between Stage Management and House Management prior to curtain.

In order to cut down on pre-performance crew calls, we **MUST** have full use of the stage until THIRTY (30) minutes prior to curtain. Please make sure that your Front of House staff ensures that the auditorium remains closed and quiet until one half-hour prior to curtain.

Section 3: Minimum Local Labor Requirements

This production is an IATSE Yellow Card attraction.

The "card" stating the labor requirements for the in/performance/out will be sent to the Business Agent of the IATSE local that has jurisdiction over the theater. All information and call times will be set by the tour's Head Carpenter who will contact the local Business Agent, the house Carpenter, and/or the Technical Supervisor by telephone in advance of our arrival.

IMPORTANT: The by-laws governing different labor unions across the country vary greatly as do the specific personnel needed to efficiently work each venue. Actual numbers of personnel may vary depending on local circumstances such as long pushes to the stage from the trucks, street loading, hemp houses, lack of FOH circuits, special dock situations, or inclusion of other labor unions (i.e. Teamsters). These variables are solely the responsibility of the Presenter and should be presented to the tour's Head Carpenter prior to scheduling of the call.

BLUE MAN GROUP TOUR WILL NOT BE RESPONSIBLE FOR ANY ADDITIONAL COSTS DUE TO LOCAL CONDITIONS. All costs related to local conditions will be at the Presenter's sole expense.

Estimated Load In Hours

TWELVE (12) working hours over ONE (1) day; unless otherwise specified in booking agreement.

Estimated Load Out Hours

FIVE (5) working hours (from call time)

A final determination of personnel and call times **will be made by the tour's Head Carpenter.**

International

Due to language differences, shipping logistics and venue variations, additional time may be needed for load in and load out in all markets outside of the US and Canada. The estimated load in/out schedule and revised labor numbers will be determined after meeting with the venue representatives and the completion of the site survey. You will be provided a customized schedule specifically for your market.

Local Stewards

PLEASE NOTE THAT ALL LISTED LABOR NUMBERS, FOR LOAD IN, LOAD OUT AND SHOW, REFLECT "WORKING" POSITIONS. IF HOUSE HEADS ARE "NON-WORKING" THEN ADDITIONAL PERSONNEL WILL BE ADDED TO THE CALL. THESE ADDITIONAL PERSONS WILL BE CONSIDERED A LOCAL EXPENSE.

Box Call

Should empty case storage not be available within the facility, a box call will need to be scheduled prior to load out. These costs will be paid by the Presenter and considered a Local Documented Expense. Please review **Section 4: Loading and Unloading** for more details.

Estimated Local Crew Requirements:

	Load In	Show Call	Load Out	Road Crew
Estimated Time:	12hrs over 1 day		5hrs, starting after cleanup following final show	
Carpenters	10	2	10	2
Flymen	2	1	2	1
Riggers *	6	0	6	0
Electricians ◊ Ω	12	3	12	2
Audio/Video	6	2	6	4
Props	4	2	4	2
Wardrobe ±	2	2±	2	1
Hair	0	0	0	0
Truck Loaders ∞	4	0	4	0
Pushers	0	0	4	0
TOTALS	46	12	50	12

* Riggers will function as Carpenters when not needed to rig

◊ If the Head Electrician only runs house lights and does not execute deck cues, then ONE (1) Electrician needs to be added to the show calls

Ω 2 Electricians will load weight, if electricians do not load weight, then 2 additional Carpenters will need to be added to the call. The full electric call of 10 will still be required even if the additional carpenters are required.

± Due to the messy nature of this production, one wardrobe run crew person will be devoted to Laundry only. Please see **Show Call Times** below for their call times, as they are not with the other position

∞ If two trucks can be unloaded at a time, this number may be doubled. Tour Head Carpenter will discuss this in the advance

Show Call Times

	First Performance:	Subsequent Performances:
All Departments	Two hours prior to curtain	Hour and a half prior to curtain
Wardrobe Show Crew	Two hours prior to curtain	Hour and a half prior to curtain
Wardrobe Laundry Person	5hr call at the end of each show	TBD

**Day work TBD

w/center arts Logo DTS

All Personnel are required to wear **full blacks** for performance. This includes long sleeve shirts **WITHOUT** writing of any type. Run Crew **WILL** get messy and wet during the run of the show. We travel with black jumpsuits for your crew to use if they would prefer instead of their own blacks. Should they choose this option, the wardrobe department will maintain them on a daily basis. We will **NOT**, under any circumstances, maintain personal clothes. **BLUE MAN GROUP TOUR** will **NOT** be responsible for any extra "costume" payments due to the crew choosing this option.

We require that the same local personnel work the "Show Call" at each performance.

Post Show Clean-Up

Please Note: The stage area will require intense cleaning after EVERY performance. **ALL SHOW CREW** should be prepared to help clean up after the show. This includes but is not limited to floor scrubbing, washing, sweeping, vacuuming, and resetting of effects. No Show Crew personnel should expect to be cut until after this is completed. This is considered part of Show Call.

Clean-Up will take approximately FORTY-FIVE (45) minutes.

PLEASE NOTE THIS CLEAN-UP IS OF THE STAGE ONLY AND DOES NOT INCLUDE THE HOUSE. STAGEHANDS WILL NOT BE RESPONSIBLE FOR CLEANING THE HOUSE AFTER EACH SHOW.

If there is an issue with the FULL SHOW crew participating in the clean-up of the stage after each show ends please notify Head Carpenter immediately. BLUE MAN GROUP TOUR will not be responsible for added crew or additional calls that are added to clean up the stage as this would be considered a local condition.

Day Work

Wardrobe

Wardrobe will set day work calls as needed not to exceed FORTY (40) hours per week. This is in addition to the hours needed prior to the show.

Props

Props will have TWO (2), FOUR (4) hour work calls per full week engagement to prepare food products for use in the show. Due to the nature of the products used we cannot schedule the calls too far in advance. We will use best efforts to reduce the time needed in each venue and call will be adjusted for shorter stays.

Drum Tuning

We will have ONE (1), FOUR (4) hour work call each play week to tune the musical instruments in the show. This will just involve our Musical Instrument Technician (MIT).

Section 4: Loading and Unloading

Trucks

This production is to arrive in **SIX (6) FIFTY-THREE FOOT (53')** tractor trailers. The loading area must be cleared of all vehicles, snow, ice and any other obstruction that could impede work at the scheduled time of load in or load out. Police barricades and parking cones are the sole responsibility of the Presenter as parking spaces and maneuvering room for the trucks is an absolute necessity. Please contact us with any specific house loading conditions that limit accessibility and may affect load in and load out times. In certain situations additional loading dock construction and street closures may be necessary, please discuss with the tour's Head Carpenter ASAP.

Forklifts

In the event that the venue does not have a standard loading dock, the production requires TWO (2) 5000lb capacity forklift, fueled or charged, with a driver to unload and un-stack cable crates and scenery. **If needed, the forklift(s) must be available at the beginning of both the load-in and load-out and will be used for the entirety of each.** Use of forklifts will be a Local Documented Expense. Please check with the tour's Head Carpenter before scheduling the forklifts, as your theater may not require the use of one. Forklift drivers are in addition to the crew members listed on the load in and load out calls.

Storage

Should adequate storage space for scenery, road boxes, etc. not be available within the facility, Presenter shall make arrangements to have the trailers be parked in close proximity to provide the additional storage space necessary for any production materials that are required to be stored outside the facility. It also may be necessary to have a "Box Call" to unload said items from the trailers on the day of, but prior to the load out. The Presenter agrees to provide security for those items while they remain outside. These costs will be paid by the Presenter and considered a Local Documented Expense.

Truck Loaders

In the event that two trucks can be unloaded at the same time, the number of truck loaders may be doubled. Tour Head Carpenter will discuss this in the advance.

FOR ANY DATES OUTSIDE OF THE US (CANADA AND MEXICO) PRESENTER WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH TRUCKS CROSSING BORDER IN BOTH DIRECTIONS. THIS COST IS TO BE CONSIDERED A LOCAL DOCUMENTED EXPENSE. THE TOUR'S COMPANY MANAGER WILL PROVIDE DOCUMENTATION AT TIME OF SETTLEMENT.

Section 5: Health and Safety

The crew of **BLUE MAN GROUP TOUR** will follow strict safety protocols during the installation of the show. Our employees are required to adhere to a documented safety protocol. We would strongly encourage your theater to participate as well, although you are not required unless working with company equipment. The following are the primary effective elements of an extensive protocol.

Hard Hats

Hard hats will be worn from the start of load in until start of focus as well as during the load out. The tour Head Carpenter will make the final determination of when hard hats will and will not be required. The tour Head Carpenter will also dictate necessity during any work calls. Hard hats are provided to our employees only. Employees are allowed to wear personal helmets provided they meet or exceed ANSI requirements.

Harnesses and Fall Arrest

Harnesses will be worn and used during any work performed at height. Harnesses will be made available in standard sizes by the company for anyone to use. Fall Arrest systems will be in place on company equipment for required use over 4 feet. NETWORKS Presentations has determined that the OSHA code does not require fall protection in Push-Around Vertical Personnel lifts.

Hi-Vis Vests

Hi-Vis vests will be worn when working on and around trucks during street loading and unloading; these vests are provided for **BLUE MAN GROUP TOUR** crew only. Orange cones will also be provided as necessary.

Personnel Lifts

Use of Personnel Lifts will be limited to certified personnel and will require the use of outrigger legs. Wheel cups will not be used on outrigger legs. All **BLUE MAN GROUP TOUR** crew members have been certified in the proper use of these lifts.

The safety protocol that the **BLUE MAN GROUP TOUR** crew abides by is a minimum safety requirement. If the local Authority having jurisdiction has a stricter standard, the **BLUE MAN GROUP TOUR** crew will abide by that standard.

Section 6: Carpentry

Offstage/Batten Space

BLUE MAN GROUP TOUR will need off stage space for scenery/prop assembly as well as sound and electric racks and wardrobe gondolas. The stage area, wings and backstage area must be cleared of all obstructions such as pianos, flats, scenery pieces, etc. All system pipes (battens) must be cleared of all scenery, lights, masking, orchestra shells, etc. prior to load in (except as approved by the tour Head Carpenter). If the pipes are not cleared, it will slow down the load in making it more time consuming, less efficient and ultimately MORE EXPENSIVE.

Grid Iron

The Grid Iron must be able to sustain a working load of 500 pounds (226kg) per running foot. There must be enough counterweight to accommodate 13,000 pounds (5443kg) of flying scenery and electrics. Weight must be on the highest loading gallery.

Hemp System

In the event that the house is a hemp system, then there must be: commensurate amount of clean dry sand, all necessary ropes, blocks and riggings to accommodate TWENTY-NINE (29) flying pieces on 50' (15.24m) battens of 1-1/2" (3.8cm) ID Schedule 80 pipe.

Lag Bolts

It will be necessary to lag into the house deck. Pre-drilling will occur and the Producer will not bear any costs of repairing the holes due to lag bolts.

Chain Motors

We will hang THIRTY (30) chain motors from your grid for scenic, electrical, video, safety and storage needs. Please let the tour Head Carpenter know if there are specific challenges associated with rigging your space.

Section 7: Electrics

Company Switch Power Requirements

Electrics	(2) 3 Phase 400 amp per leg
Audio	(1) 3 phase 100 amp per leg – with isolated ground
Automation	(1) 3 phase 100 amp per leg

If any special electrical hook-up is needed, the qualified person must be available from the beginning of the load in and immediately following the final performance. In addition, the production only carries 100' of feeder cable; any additional feeder shall be provided by the house as a Local Documented Expense.

Lighting Fixtures

The production travels with its own Front of House and on-stage lighting fixtures. The production will use balcony rail, FOH cove, SL box boom and SR box boom positions. If you have instruments hanging in your Front of House positions, you **MUST** strip them as we will hang our own, non-traditional, fixtures in these locations. We will **NEVER** use the house instruments over-stage; they must be cleared as stated in **Section 6: Carpentry** of this rider.

Followspots

This production does not require Front of House followspots.

Lighting Consoles

The production requires a Front of House location measuring 10' x 4' (3m x 1.2m) or 2 rows of 8 seats for lighting consoles. This area must be located on the orchestra floor within 175'-0" (53.3m) of the stage at Center. This area must be level and cleared of seats and other obstructions prior to the load in, including bolts in the floor. If seating bolts are permanent, they must be covered with a level platform. If the console is up against any type of wall or the back of seats, and additional 18" (45.72cm) of depth will be required for plugging the rear of the console. If cables must be run over aisles or doorways, the house must provide cable ramps to cover multi cables or provide secure attachments to hang cables. The production carries 250' (76.2m) of cable to access Front of House from the rack location on the deck.

Genie Lift

The production carries ONE (1) Genie lift and will require the use of a house 36' (10.9m) Genie lift at no additional cost to the production.

Section 8: Audio

Sound Console

The production requires a Front of House location measuring ^{2 Rows ~ ~ ~} ~~12' x 8' (3.6m x 2.4m) or 3 rows of 8 seats~~ for the sound console. This area must be located on the orchestra floor within 175'-0" (53.3m) of the stage at Center. **THIS IS IN ADDITION TO THE FOH LIGHTING NEEDS.** This area must be level and cleared of seats and other obstructions prior to the load in, including bolts in the floor. If seating bolts are permanent, they must be covered with a level platform. If the console is up against any type of wall or the back of seats, an additional 18" (45.72cm) of depth will be required for plugging the rear of the console. If cables must be run over aisles or doorways, the house must provide cable ramps to cover multi cables or provide secure attachments to hang cables. The production carries 250' (76.2m) of cable to access Front of House from the rack location on the deck. (MP)

Power

Audio requires 115 volt 60Hz, 100 amp 3 phase service, isolated from the lighting service and within 50' (15.24m) of the stage. Adequate fusing, spare fuses, disconnect switches and terminals suitable on #2AWG copper wire or a 5 wire J-Series Cam Lock. Legs are "A", "B", "C", neutral and ground with **ground not connected to neutral but to central building ground.** A building or venue electrician must be present at the beginning of the call and immediately following the final performance.

House Sound System

The production will interface with the existing house sound system at the sole discretion of the tour's Head Sound Engineer. No cost will be incurred for such use.

Sound Towers

The production travels with TWO (2) proscenium sound towers, measuring 2'-6" (0.79m) W x 2'-6" (0.79m) D x 21'-0" (6.4m) T weighting 1,600lbs (725.7kg) each. They are positioned downstage of the house fire curtain. If there is not sufficient house deck to set the towers on, ~~then platforms into the house or over steps will have to be provided by the house,~~ whether stock or custom, at the discretion of the tour's Head Sound Engineer and/or Head Carpenter. These will be lagged to the deck as mentioned in **Section 6: Carpentry.** N/A
DTE (MP)

Center Cluster

The production travels with a FOH center cluster rig. Rigging points must be available downstage of the proscenium for this equipment. ~~In the event rigging points are not available or other local conditions exist, then production will interface with the existing house sound system at the sole discretion of the tour's Head Sound Engineer.~~ No cost will be incurred for such use. N/A
DTE (MP)

Sub Cabinets

This production travels with TWO (2) Sub Cabinets PER SIDE that are separate from the towers that we will need to find a place for.

Paging System

The production will provide a line lead mix of the show program and stage manager page to the house dressing room, interfacing with the House Systems from the Road Sound Amplifier location on deck, at the cross stage rack or at the house mix position.

Video Feed

Any and all requests for sound or video feed from the production must be approved in advance by the Production Stage Manager and/or the Company Manager. Every effort must be made by the Presenter to prevent unauthorized recording of this production.

Please Note: This is a loud Rock 'n' Roll style show. Please make the tour Head Carpenter aware of any laws or regulations in your theatre regarding sound levels during the advance process. We will average 95-98dB for this show. We will peak higher during certain pieces. Signs will be placed in the lobby making patrons aware.

Section 9: Properties

Refrigerator

BLUE MAN GROUP TOUR travels with a commercial sized refrigerator. The refrigerator must be plugged in at the beginning of load in and must stay powered through our time in your space. This must be a dedicated 20A circuit.

Backstage Requirements

We require access to running water onstage and a slop sink to assist with clean-up.

Water Fountains

Water fountains must be easily accessible from either side of the stage. If they are not easily accessible, the venue should provide a minimum of FORTY (40) water bottles per performance OR one bubbler for each side of the stage. Either option will be a Local Documented Expense.

CONSUMABLES

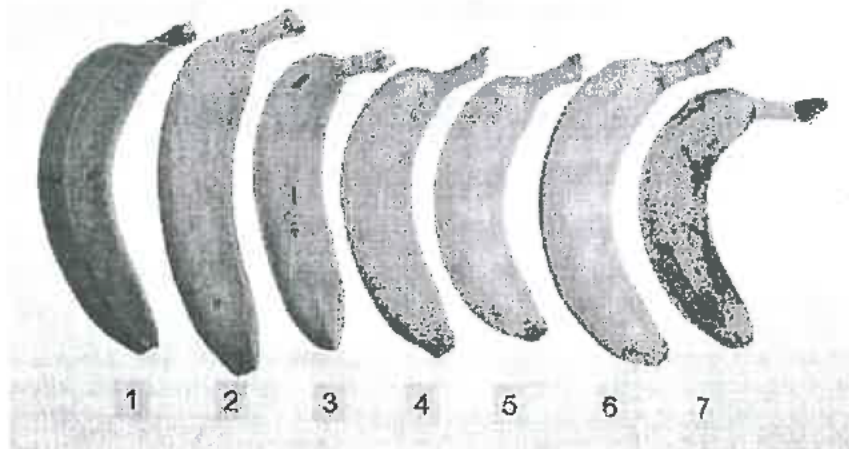
BLUE MAN GROUP TOUR USES SEVERAL FOOD PRODUCTS IN THE SHOW. The Presenter must supply these products to ensure that they are as fresh as possible. Please let us know immediately if there is an issue for the venue in supplying these products. These food products will be considered a Local Documented Expense.

Cream Cheese

- Delivery dates for 8-show week
 - Tuesday – Load In – 27 Bars – 8oz each
- CREAM CHEESE MUST BE PHILADELPHIA BRAND (REGULAR ONLY). Must be in 8oz bar form, NOT tub or whipped variety
- Order will be modified if playing for more or less than one week at your venue
- Please contact the Production as soon as possible if there is an issue supplying this consumable

Bananas

- Delivery dates for 8-show week
 - Tuesday – Load In – 4 Cases – Stage 4 Ripeness
 - Thursday – 4 Cases – Stage 4 Ripeness
 - Friday – 8 Cases – Stage 4 Ripeness
- "Stage 4 Ripeness" is an industry standard term. Please make sure to note the ripeness when placing the order with the Provider. **Please see chart below for additional details.**
- Order will be modified if playing for more or less than one week at your venue
- Please contact the Production as soon as possible if there is an issue supplying this consumable



Section 10: Orchestra

The **BLUE MAN GROUP TOUR** orchestra is self-contained and travels with all of its musicians.

Please note that we do not use the pit or need any additional equipment.

Section 11: Wardrobe

Wardrobe Workroom

The wardrobe workroom should be well lighted and large enough to accommodate THREE (3) work boxes, TEN (10) gondolas, and THREE (3) hampers. Located in the wardrobe space must be SIX (6) rolling racks, FOUR (4) 6' to 8' tables, FIVE (5) chairs, and TWO (2) large trash cans. There must be FOUR (4) 20 amp circuits. This room must be able to be locked.

Washers and Dryers

— Hookups for 1 washer & 1 dryer only
Due to the make-up used in the show, **BLUE MAN GROUP TOUR** travels with TWO (2) washers and will NOT use house washers. We require hook-up for these washers in your space. Please remove your washers prior to our arrival, or make room for ours. **If we are required to use House washers, BLUE MAN GROUP TOUR will NOT be responsible for damage to machines.** Please have knowledgeable staff available to assist with hook up of our machines upon arrival. **We cannot use a Laundromat to clean our costumes and towels.** **BLUE MAN GROUP TOUR** travels with TWO (2) dryers. These should be in close proximity to the washer hook-ups. BOTH DRYERS ARE ELECTRIC.

Wardrobe Calls

Wardrobe calls will differ from the rest of the crews. Please consult the tour Head Carpenter or Wardrobe Supervisor for accurate call times prior to scheduling. **It is essential that the wardrobe crew used for the load in be the same crew used for all performances.**

Wardrobe Day Work

Wardrobe Day Work is estimated to be no more than FORTY (40) hours per week. The Wardrobe Supervisor will set the specific call times upon arrival. Day work is considered a Local Documented Expense.

Section 12: Hair & Makeup

BLUE MAN GROUP TOUR does not utilize a Hair & Makeup team.

Section 13: Special Effects

- There will be open flame onstage
- **THEATRICAL HAZE AND FOG: Please be aware that theatrical haze and fog is used throughout the performance and plan accordingly**

Permits & Inspections

The Presenter will be solely responsible for arranging and paying for any and all necessary permits well in advance of our load in; as well as arranging for all necessary site inspections. Inspections should be scheduled for late afternoon on the second day of load in with the tour Head Carpenter.

Permission

Prior to our arrival the Presenter must obtain all necessary permits and/or letters of permission as required by local conditions and authorities. Disabling optical and other venue smoke detectors and alarms may be required and is the sole responsibility of the Presenter. Any cost associated with the disabling of fire alarms and detectors are the responsibility of the local Presenter. Failure to disable detectors and alarms will greatly compromise the nature of the performance.

Fire Proofing/Fire Marshal

Fire proofing certificates are carried by the tour Head Carpenter and are available upon request. If a Fire Marshal is required to be on call, all associated costs will be covered by the Presenter.

Provisions

BLUE MAN GROUP TOUR requires the following provisions: Any required tanks should be available at the beginning of load in and costs associated will be a Local Documented Expense.

- The tour travels and uses in the show SIX (6) 5lb fire extinguishers that must be refilled weekly. Times and amounts will be coordinated with the venue.
- TWO (2) 20lb canisters of non-siphoned CO2
- ONE (1) 25lb block of "Dry Ice" to be delivered on the **FINAL** performance day.
- SIX (6) 220 cubic foot non-siphoned tanks of Helium to be replaced every FOUR (4) performances
 - Please confirm with tour Head Carpenter before ordering; this will need to be flexible depending on the rate of ball deflation at your venue

5lb increments only DTY
(Signature)

Section 14: Room Requirements

Dressing Rooms

All dressing rooms MUST be clean (floors, make-up tables, mirrors, sinks, bathrooms, showers) prior to the start of load in. The dressing rooms must be well lit (please replace all burnt out bulbs daily) with hanging racks, hot and cold running water, electrical outlets, soap and paper towels. Each space used by a performer must have a chair, a mirror and suitable lighting around the mirror to see while preparing for a performance. Chairs, NOT STOOLS, are required at each space used by a performer and wardrobe racks to hold costumes must be provided.

Three
rooms
total

Dressing Room, Office, and Ancillary Space Requirements:

(Minimum Dressing Rooms)

- ONE (1) large ensemble rooms (seats 15)
- ONE (1) Wardrobe room, including laundry & drying room
- ONE (1) large room for Props food prep
- ONE (1) Stage Management office with ~~ONE (1) hardwired Ethernet port~~ WiFi > m.s.
- ONE (1) Company Managers office with ~~ONE (1) hardwired Ethernet port~~ WiFi > m.s.

Hardwire Ethernet Connections

The Company travels with its own Vonage telephone line and fax line. Presenter must provide TWO (2) hardwire Ethernet connections for high speed internet access. One should be located in the Company Manager office and one should be located in the Stage Manager's office. If hardwire internet access does not exist, please contact the Company Manager to discuss arrangement for internet access. Upon confirmation of Company Manager, costs incurred per his/her instruction will be a direct Company Charge. **BLUE MAN GROUP TOUR will set up a backstage wireless network for show personnel unless usage of such a network is available at no charge to the production.**

Section 15: Special Performance Considerations

HOUSE ACCESS

The BLUE MEN require access from the house to the stage. Many times, stairs located on the sides of the stage will be blocked by our speaker towers. We ask that you provide stairs from the front center area of your stage into the pit seating area. The BLUE MEN will use these stairs throughout the performance to enter and exit the house and interact with the audience, as well as bring audience members up onto the stage. Please make sure these stairs are well secured for the safety of the Performers and audience members. Before selling pit seats, please contact the tour Head Carpenter to discuss the location of the stairs. We can be somewhat flexible with where exactly they are placed. **BLUE MAN GROUP TOUR** will not be held responsible for any seating re-locations that need to be done due to stair placement.

PIT SEATING

BLUE MAN GROUP TOUR does not require the use of the Orchestra Pit. **PLEASE SEAT YOUR PIT** with the understanding that stairs will be leading off of the apron into the house. **See above.** Please coordinate with Box Office for appropriate seat kills/relocations. The seats in the pit will become "poncho" seating area. **BLUE MAN GROUP TOUR** will provide the ushers with ponchos to be handed out in that area. **Only** the first two rows of the pit should be considered "poncho" seats. Because of the interactive nature of this production we ask that you make every effort to sell these seats in the pit. We will also provide seat covers to cover the seats in the "poncho" areas as well as any rows we determine to be close enough to that area.

AUDIENCE PARTICIPATION

Audience Selection

This show has several opportunities for audience interaction. Audience members will be picked randomly from the audience in certain pieces by the BLUE MEN and brought up to the stage. Our road crew will also pre-select several audience members before the show and ask for their participation. These PRE-SELECTIONS are based on physical attributes of audience members as well as their seating locations. Any questions regarding these selections should be addressed to the Production Stage Manager who will advance information to your House Management Staff.

Usher

We will also require a **DEDICATED** Usher to work with our team each show. Ideally this Usher will be consistent for all performances; however we can work with a rotation, provided we have time before the show to brief them on what is expected of them. This Usher should not have additional house duties and will need to be available to our team throughout the performances. They will primarily be used to assist guests back to their seats after leaving the stage.

Late Arrivals

We also require TWO (2) seats at the rear of the house left for our "Late Arrivals" to be seated in prior to them returning to their own seats. These are actual patrons who are pre-selected prior to the show. These seats can be folding, but should have a good view of the stage. The "Late Arrival" couple will sit in these seats for the first 20 minutes of the show.

Audience Names

The beginning of the show also has LED screens scrolling messages. In these messages we insert actual names of audience members who are **located in the front Orchestra Section**. These names will be randomly selected by the Production Stage Manager with help from the box office prior to the show. If you have any special guests in the audience that you would like us to embarrass please let us know and we will do our best to help out!

FINALE

Special Effects

During the finale piece of the show the house and audience will become part of the show. We will use large amounts of Haze, Fog, UV and Strobes as well as several large inflatable balls to fill the space.

Light Balls

We will use between EIGHT (8) to TEN (10) – 6' (1.8m) diameter interactive DMX controlled light balls. These balls will need to charge overnight in the house. Please be prepared to provide ONE (1) 20A circuit and to coordinate with cleaning crews. The quantities are dependent on the size of your theater. The balls will come from the stage into the audience. These balls are filled with Helium and are very light to the touch. Please make your House Management staff aware. If your house has chandeliers that hang under the balcony, please contact the Production Stage Manager as soon as possible, as under-balcony chandeliers are sometimes a danger to audience members when the balls get under the balcony. Further details will come from the Production Stage Manager when he/she arrives on site.

Meet & Greet

After each performance the Blue Men and Band will come to the lobby for a "Meet & Greet". We will make every effort to get the performers out there as quickly as possible and to stay as long as possible. Please note that we may not be able to keep performers in the lobby for the entire audience to meet. During this "Meet & Greet," performers will be available to take pictures with and interact with guests. We require House Management to supply at least 6 people to help with crowd control and security of the performers.

We will need an area in the lobby to display a large painting that is "created" during the show. This should be in a high traffic / visibility area where the audience exits, ideally near the Merchandise booth. We also ask that Ushers be placed near the painting for security.

Security must be on hand to help with crowd control and protect the performers.

Section 16: Parking

Please make available TWO (2) parking spaces for Company Vehicles near the stage door.

Section 17: Hospitality and Catering

Coffee Break

Coffee break catering (muffins, bagels, coffee, tea, fruit juice, cereal, etc.) must be provided for all crew members and drivers, including local crews, (approximately 60 people) during load in. These refreshments shall be available at two hours into the load in on each day of the load in.

Additional Hospitality

Separate from the above: Coke, Diet Coke, Sprite, Root Beer, fruit juices, coffee, tea, cool water and fresh fruit must be provided for all road personnel (approximately 50 people) two hours before curtain on first performance day and at one hour during all other performances.

Local Restaurants

Due to the nature of the show, many times the Performers are unable to leave for food between shows. We ask that the Presenter provide the tour Company Management with a list of local restaurants that deliver (**NOT** pizza places) to the theater, or provide someone who can pick up food for the Performers.

Catering

In the event that the Presenter schedules a two-performance day with less than FIVE AND ONE HALF (5 ½) hours between announced curtain times, the Presenter shall provide a hot meal to the cast and crew in order to give them sufficient time to prepare for the show. The foregoing notwithstanding, however, in no event shall there be less than FIVE (5) hours between curtain times.

A hot catered meal may be required if load out exceeds 5 hours due to local conditions.

A hot catered meal will be required between the final performance and the beginning of the load out for the entire running crew, both local and road (approximately 24 people). Please coordinate menu and timing of this meal with tour Head Carpenter.

For all catered meals, the Presenter should be prepared to accommodate various dietary restrictions. All catering is considered a Local Documented Expense and is the responsibility of the Presenter or the venue.

Section 18: House Seats and Complimentary Tickets

Presenter shall provide Producer with FIVE (5) pairs of house seats in the center section, within the first TWENTY (20) rows of the orchestra, which the company, at its discretion, may purchase up to TWENTY FOUR (24) hours prior to each performance. Presenter shall additionally hold up to TEN (10) PAIRS OF COMPLIMENTARY SEATS FOR EACH PERFORMANCE. Such seats not specifically allocated by the Producer or his representative by 2pm of the performance date may be released with the provision that TWO (2) pairs of house seats and TWO (2) pairs of complimentary tickets be held until ONE (1) hour prior to performance. ONE (1) pair of complimentary seats must be held until 10 minutes prior to curtain. This pair of tickets is considered **Producers Seats** and is held in case of emergency. The tour's Company Manager will make best efforts to release unnecessary holds for the performance week prior to opening night.

Section 19: Security

The Presenter will provide security personnel at the Presenter's expense for each performance. Such personnel will be at the theater one hour prior to each performance and remain at the theater until the last company member has departed. The personnel will receive their instructions from the tour's Production Stage Manager or Company Manager. No one is allowed backstage who is not working for the production, unless permission is granted by the tour's Production Stage Manager or Company Manager.

Section 20: Front of House Signage and Inserts

Please have Front of House warning signs printed, in your venue style and usual practices, which state:

This production of BLUE MAN GROUP contains the use of strobe lights, theatrical haze, and fog.

These should be posted in the lobby for each performance.

BLUE MAN GROUP TOUR travels with easel mounted company boards which, in accordance with AEA rules, should be prominently displayed in the lobby.

Our stage management staff will provide, in a timely manner, program inserts for each performance which will need to be stuffed by the usher staff.

Section 21: Merchandise

BLUE MAN GROUP TOUR travels with merchandise. All efforts will be made to ensure maximum exposure in lobby for merchandise setup. Merchandise vendor will contact the Presenter to discuss local requirements.

Merchandise requires a lockable storage room in or near the lobby area that contains at least ONE (1) 20 amp circuit and ONE (1) hardwired Ethernet connection. Additionally, ONE (1) 20 amp circuit is required for the kiosks in the lobby.

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Section 22: Sign Language Interpretation

We have no preference over the location of any ASL Interpreters. Please notify the tour's Company Manager or Production Stage Manager as soon as possible to inform them of the anticipated location.

Section 23: Presenter Availability

The Presenter or his representative must be available at all times to the tour's Production Stage Manager and the Head Carpenter from FIFTEEN (15) minutes prior to the load in to the end of the first performance. This person must be able to make decisions on behalf of the local Promoter/Presenter.

~~AGREED AND ACCEPTED~~

PRESENTER
Angela Rowles

BMG Touring LLC

**NETworks Presentations, LLC
Production & Administration**

NAME	POSITION
Angela Rowles	Executive Producer/Vice President of Business Development
Tyler Soltis	General Manager
Jason Juenker	Senior Production Manager
Laura Dieli	Production Manager
Heather Hess	Director of PR and Marketing

