ALL PAYMENTS BY UNIVERSITY CHECK YX

IN-HOUSE SOUND, LIGHTS & PRODUCTION KK

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

UNIVERSITY CANNOT PAY DEPOSIT

UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

AGREEMENT made as of June 12, 2014 between Centerarts- California State University, Humboldt, (hereinafter referred to as PRESENTER) with offices at Humboldt State University, Arcata, CA 95521, (Tel: (707) 826-4411) and Discalced, Inc. (hereinafter referred to as AGENT) with offices at 3 Lafayette Avenue, Brooklyn, NY 11217 (tel: (718) 624-8400), regarding the services of the Mark Morris Dance Group (hereinafter referred to as ARTIST).

AGENT warrants that it has the ARTIST'S sole and exclusive authorization to represent ARTIST in all matters pertaining to the rendering of ARTIST'S services as described herein and has the right to enter into this AGREEMENT with PRESENTER.

PRESENTER agrees to engage ARTIST and ARTIST herby agrees to provide its services for one (1) performance of mixed repertory with live music at the **John Van Duzer Theater** in the city of Arcata, CA. The program shall be (subject to change by mutual agreement):

Excursions A Wooden Tree

Ten Suggestions Jenn and Spencer Polka

Engagement Schedule:

Sun, Sept 28, 2014 Mon, Sept 29, 2014 Tues, Sept 30, 2014 Wed, Oct 1, 2014 Production staff arrive (TBA) (pre-hang at Theater) Load in / Set up (Company arrive)

Tech, spacing, rehearsals, Performance 1 at TBA

Company depart

COMPENSATION

For the services described above PRESENTER agrees to pay AGENT, without any deduction or withholding whatsoever and net of all applicable taxes, USD \$17,500 (Seventeen thousand five hundred U.S dollars), inclusive of live music at the performance.

PRESENTER shall pay AGENT according to the following schedule:

\$ 17,500 September 30, 2014 (handed to company representative at intermission)

All checks shall be made payable to <u>Discalced</u>, <u>Inc.</u> It is understood that AGENT is a non-profit entity with IRS 501c3 certification, attached, and is a non-profit tax-exempt entity under California R&TC Section 23701d. AGENT will furnish proof of certification as necessary.

@ The Breka, M-2- W

As additional compensation, PRESENTER shall reserve and pay for ARTIST's hotel accommodations (room and tax only) which must be approved by AGENT. PRESENTER will, to the best of their ability, provide hotel accommodation within walking distance of the Theater. Accommodations shall be booked according to the following schedule:

One (1) single room shall be made available beginning Sun, Sept 28, 2014 Twenty (20) single rooms shall be made available beginning Mon, Sept 29, 2014

All rooms shall check out on Wed, October 1, 2014. AGENT shall provide rooming list at least 30 (thirty) days prior to engagement.

TERMS

- PRESENTER agrees to provide, at PRESENTER'S expense, the performing facility known as the John Van Duzer Theater in said city, on the dates and times for the performances mentioned above and rehearsals listed in the attached schedule. Theater shall be pre-hung and pre-rigged on or before Sunday, September 28, 2014 and made ready for MMDG technical staff for its exclusive use beginning Monday, September 29, 2014. The performing facility will be clean, well-lighted, well-heated, well-ventilated, in good order and in accordance with local fire safety laws.
- 2. PRESENTER also agrees to pay for loading show in and out and working same and to provide sufficient staff to operate the performing facility, including ushers, ticket-takers, ticket-sellers for advance or single sale (whether sales take place in the theater or elsewhere), electricians, stagehands and a house manager. PRESENTER agrees to provide and pay for all lighting and technical equipment as outlined in the attached technical rider.
- PRESENTER will, at own expense, provide and install a portable sprung dance deck. This deck will 3. be specifically suited for modern dance/ballet and will be installed on top of the existing stage before ARTIST'S load-in. Said deck will cover at least an area equivalent to the surface bordered by plasterline, upstage black scrim or back drop and Stage Left and Stage Right black masking. PRESENTER'S black Marley-type dance floor will be installed on top of the portable deck. All technical elements, and modifications thereof, must be approved, in writing, by Johan Henckens, Technical Director (johan@mmdg.org).
- 4. PRESENTER further agrees to pay for all tickets, house programs, licenses (if required), heating, cleaning, service of all necessary attaches, bill-posting, mailing and distributing of circulars and daily display newspaper advertising in the principal newspapers, and all other necessary expenses in connection therewith.
- PRESENTER will reserve a dance studio or rehearsal room for ARTIST'S exclusive use on all days for the present of the studio of that ARTIST is scheduled to be at the Theater for rehearsals or performances. AGENT will pay for all musicians. PRESENTER will provide and pay for one (1) Steinway concert piano as well as all equipment required for a live music presentation as detailed in the attached technical rider. PRESENTER will make available a professionally suitable, tuned piano for all of ARTIST's activities.
- 6. PRESENTER agrees to provide, at all rehearsals and performances, a page turner capable of reading and comprehending musical scores.

- 7. PRESENTER agrees to provide AGENT with ten (10) complimentary tickets (5 pairs in center, center orchestra locations) to all of ARTIST'S performances. If in attendance, an additional pair for Mark Morris shall be made available on a central aisle and with easy access to backstage.
- 8. PRESENTER agrees to prevent, to the best of its ability, any broadcast, video taping, photographing or reproduction of any activities that are subject to this AGREEMENT without written permission of AGENT. If such permission is granted for news or public affairs photographing, filming or taping which incorporates rehearsals and/or performances of ARTIST, no more than three (3) minutes of ARTIST'S actual performance or rehearsal shall be aired.

It is understood that all of ARTIST'S classes and rehearsals are private and closed to the general public. Any person or group requesting access to the rehearsal hall and not directly associated with ARTIST'S production activities must be approved in advance in writing.

It is understood that any pre-performance speech, sponsorship announcement, curtain appeal, or other action requiring PRESENTER's use of the stage or its apron prior to ARTIST's performance, whether pre-recorded or live, must be approved in advance in writing, and shall be scheduled by mutual agreement.

9. AGENT agrees to provide upon request to PRESENTER: program appropriate high resolution digital photographs, via email or through access to AGENT'S .ftp site, and a sufficient number of press kits to be distributed to local press, upon request. PRESENTER will bear the cost of urgent requests requiring overnight postage. AGENT will also provide upon request to PRESENTER a 30-second television ad on 3/4 inch, Beta SP, or web-ready formats.

AGENT further agrees to furnish PRESENTER with program copy (including libretto and headshots) of ARTIST, no later than ________(date), together with assurances that publication of such material shall not violate the rights of others. PRESENTER agrees to print and distribute, at PRESENTER expense, a house program containing all copy (including ARTIST'S sponsorship and funding credits, upon PRESENTER's approval, such approval not to be unreasonably withheld) which AGENT provides to PRESENTER. PRESENTER may make no additions or deletions to program copy without written consent of AGENT. Complete program layout and copy must be approved by AGENT. AGENT must receive program copy for approval at least 24 hours prior to deadline. PRESENTER agrees to provide AGENT with thirty (30) house programs on the day of the performance.

PRESENTER agrees to send all preview articles and reviews of this engagement to AGENT within thirty days after the last performance. PRESENTER also agrees to send the final total attendance figures (number of tickets comp'd and number of tickets sold per performance, plus venue capacity specifically used for ARTIST's performance) to AGENT within ten days after the last performance. PRESENTER further agrees to furnish, electronically, a detailed formatted list (Excel preferred) containing all available contact information for any ticket buyers to ARTIST's performance.

PRESENTER shall supply AGENT with a weekly report of seats sold against capacity beginning three (3) months prior to date of performance.

- 10. It is agreed that the billing of ARTIST in PRESENTER advertisements, press releases and concert program must be made in consultation with and approved by AGENT. It is also agreed that the content of all publicity and press releases issued by PRESENTER regarding ARTIST must be approved for factual verification by AGENT. It is further agreed that the name logo or likeness of ARTIST will not appear on any merchandise sold or issued by PRESENTER without the written permission of AGENT. PRESENTER shall consult with AGENT before the release of any materials, and/or the scheduling of interviews and other press/publicity events. ARTIST'S participation in these events and interviews will be by mutual agreement and scheduled by AGENT.
- 11. PRESENTER agrees to provide for all engagement –related local transportation should hotel is not within walking distance, including airport transfers.
- 12. PRESENTER will provide backstage hospitality on the day of the performance Tuesday, September 30, 2014 a cold buffet adequate for twenty (20) people.

Possible food items may include: non-mayonnaise pasta and bean salads, at least one salad or casserole containing a vegetable-based protein (no meat), hard boiled eggs, hummus and pita bread, rotisserie-style whole chickens, sandwich meats (turkey, ham, roast beef), cold deli salads (chicken, egg and tuna), a variety of cheeses, a platter of fresh vegetables, leafy green salad, tomatoes, whole grain breads and rolls, individual regular and low-fat *Brown Cow* or *Stonyfield Farms, Chobani or Fage* brand yogurt containers, fresh fruit, mixed nuts, peanut butter, jelly, spicy mustard, mayonnaise, oil and vinegar type salad dressing, juices, coffee, decaffeinated coffee, tea, fresh milk, bottled water, Coca-Cola and other soft drinks, cookies, pretzels, napkins, plates, utensils, and a toaster. This buffet will be made available to the Dance Group personnel only from 12:30pm on the day of each performance until the performance is over. PRESENTER agrees to provide bottled water for each performance day (approximately 4 cases).

On the performance days, PRESENTER agrees to provide in Artistic Director's dressing room two (2) glass bottles of Perrier bottled water (700ml. or 25.3oz), and six (6) wine glasses. Location, drop -off frequency and times to be mutually determined with Company Manager.

PRESENTER also agrees to provide coffee, decaffeinated coffee, tea, fresh milk, individual bottles of water (approximately 4 cases per day), fresh fruit, protein or granola bars on all rehearsal and subsequent performance days.

PRESENTER shall provide boxes of facial tissues in each dressing and sufficient supply for the Stage Left and Stage Right wings for rehearsals and performances.

PRESENTER shall provide twenty (20) bath towels for the ARTIST during the Engagement.

PRESENTER shall consult with AGENT regarding catering prior to the engagement with Company Manager, Sarah Horne, sarah.horne@mmdg.org.

13. AGENT acknowledges that its relationship to PRESENTER is one of independent contractor and that neither ARTIST nor its dancers, choreographers or musicians are employees of PRESENTER.

14. AGENT shall indemnify and hold harmless PRESENTER from and against any and all claims, damages or liability arising out of the AGENT'S and/or its or employee's lack of due care or willful misconduct with respect to a third party, including without limitation incidental and consequential damages and reasonable attorney's fees. The AGENT further agrees to so hold harmless and indemnify PRESENTER against any and all claims arising out of a failure of the AGENT to compensate the AGENT'S performers, employees or contractors.

PRESENTER shall indemnify and hold harmless AGENT from and against any and all claims, damages or liability arising out of its agents' or employees' lack of due care or willful misconduct with respect to a third party, including without limitation incidental and consequential damages and reasonable attorneys' fees.

- 15. This AGREEMENT and the obligations of PRESENTER and AGENT are subject to conditions beyond the reasonable control of the parties hereto, thus if performance by any of the parties shall be prevented by act of God, storm, fire, flood, acts or regulations of government agencies or public authorities or labor unions, labor dispute, strike, lockout, civil disturbance, war, riot, blackout, act of public enemy, epidemic, interruption or delay of transportation service, casualty, physical disability, or illness, the parties shall respectively be relieved of their obligations hereunder and there shall be no claim for damages for either party against the other.
- 16. If PRESENTER, for any reason other than those listed in clause 15, cancels the engagement at any time, AGENT will be entitled to a cancellation fee of 50% (fifty percent) of the total net fee. AGENT shall be required to promptly return any and all unused monies (except the cancellation fee and those committed to be paid to arm's length third parties at the date of PRESENTER cancellation) to PRESENTER. An accounting of all monies shall be provided to PRESENTER promptly upon request.
- 17. All of the terms set forth in the technical addendum, to be attached hereto upon execution, shall be incorporated into this AGREEMENT with the same force and effect as the content of this AGREEMENT.
- 18. It is agreed by all parties that this AGREEMENT constitutes the full, complete and only agreement between the parties and incorporates and replaces any oral agreement which may have existed between the PRESENTER, ARTIST and AGENT prior to its execution. This contract will not be altered or amended except in writing by both the PRESENTER and AGENT. This contract will take effect upon its execution as of the date set forth below.
- 19. This AGREEMENT cannot be assigned or transferred without the written consent of AGENT and shall be construed and enforced in accordance with the laws of the State of New York applicable to AGREEMENT entered into and wholly to be performed therein.

page 6 of 6

The signatures below shall constitute the for	egoing a vand and officing agreement	detween
AGREED TO AND ACCEPTED BY:		
Roy Furshpan	Date	
for Centerarts-California State University, H	umboldt	
Land Die H	EICIV	
(Milly Chary)	8.15.14	
Nancy Umanoff, Executive Director	Date	
for Discalced, Inc.		
Mark Morris Dance Group		

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 90 days following the performance(s) hereinabove described within a radius of 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.
- 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.
- 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.

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

änterArts

Updated: April, 2009

TECHNICAL RIDER

Addendum to agreement

:	DISCALCED, Inc. dba Mark Morris D 3 Lafayette Avenue Brooklyn, NY 11217	ance Group
	Herein called "MMDG" (Mark Morris [Dance Group)
;	and	
	CENTER ARTS – CALIFORNIA	A STATE UNIVERSITY, HUMBOLDT
1	Herein called "PRESENTER".	
	THIS ADDENDUM IS PART AND PA OTHER ADDENDA.	ARCEL OF THE AGREEMENT AND SUPERSEDES ALL
•	This addendum is divided by depa	rtment for easy distribution.
ı	PRESENTER is required to sign ea	ch individual page.
		el, supplies and any other goods and/or labor in this ESENTER and at PRESENTER'S expense.
IN-HOUSE S	SOUND, LIGHTS & PRODUCTION	UNIVERSITY RIDER IS MADE AN INTEGRAL PART OF THIS AGREEMENT

CATERING MUST STAY WITHIN THE BUDGETED AMOUNT

Between:

Please provide us with your contact information.
Presenting Organization
Name:
Contact person:
Phone:
Fax:
Email:
Mailing address:
Address for FedEx / UPS deliveries:
Venue
Name:
Address:
Loading dock address:
·
Website where venue information can be found:
Production Manager / Technical Director / technical liaison handling this performance:
Name:
Phone:
Fax:
Email:
Website where venue information can be found:

STAGE / STAGE DECK / FLOOR

STAGE

PRESENTER will provide detailed and up-to-date technical information about PRESENTER'S venue. This information will include all relevant measurements and dimensions for the stage area and orchestra pit as well as at least one set of ½ inch or ¼ inch scale floor plans and sections.

Minimum dimensions.

Minimum danceable space will be 40 feet (12 meters) wide by 32 feet (9,50 meters) deep. Wing space will be minimum 20 feet (6 meters) on each side of the danceable space.

A crossover of minimum 3 feet (0,90 meters) wide is required. This cross-over will be upstage of the last pipe in use for MMDG'S production or upstage of the cyc lights black out drop, or through an existing upstage hallway. AS PER VENUE'S TECH SPECS

Maximum dimensions.

The distance between Stage Right and Stage Left masking will not exceed 46 feet (14 meters). The distance between Stage Right and Stage Left masking will be the same for all wings. The depth of each wing (width of black legs) will not exceed 14 feet (4,00 meters). AS PER VENUE'S TECH SPECS

Danceable space is the space bordered by downstage set of black legs, upstage black scrim or back drop and Stage Left and Stage Right black legs.

PRESENTER

STAGE / STAGE DECK / FLOOR (continued)

DECK / STAGE SURFACE

Presenter will, at own expense, provide and install a portable sprung dance dock. This dock will be specifically suited for modern dance/ballet and will be installed on top of the existing stage BEFORE MMDG'S load-in. Said dock will cover AT LEAST an area equivalent to the surface bordered by plaster line, upstage black scrim or back drop and Stage Left and Stage Right black masking.

PRESENTER'S black Marley type dance floor will be installed on top of the portable dock.

MMDG WILL NOT PERFORM ON A NON-RESILIENT SURFACE.

All holes or cracks are to be filled with wood or cork. The floor must be smooth, level and even.

DANCE FLOOR

A floor covering is required and must be supplied and installed by PRESENTER before MMDG'S first focus call. The floor covering must be BLACK MARLEY OR EQUIVALENT BLACK FLOOR COVERING.

The lanes will run from wing to wing (and not from upstage to downstage)

Sufficient tape for installation and maintenance of the floor is required. The floor covering must cover all of the danceable space.

All wing space is preferably covered with the same material. Black vinyl or carpet is acceptable.

The floor covering must be rosin-free.

The floor as well as all wing space and cross-over must be thoroughly swept and mopped before each stage rehearsal and performance by employees of PRESENTER at the discretion of MMDG'S Stage Manager.

MASKING

MASKING

PRESENTER agrees to provide soft goods as listed hereunder;

five pairs of black velour or black duvetyne legs five black velour or black duvetyne borders (with pipe pocket and bottom pipe) one seamless black scrim one seamless white muslin or plastic cyclorama drop one white or light grey bounce cloth one blackout drop all bottom pipe for cyclorama, scrim.

WE WILL BASE OUR HANG PLOT ON OUR 2011 HANG

All soft goods will be in excellent shape, free of holes, patches, stains and dust. BIK Scrim w/no hohs is

Position of all soft goods will be indicated on MMDG'S light plot.

All legs will be hung with a hard edge (no return on the onstage side)

ALL SOFTGOODS ARE TO BE PREHUNG PRIOR TO ARRIVAL OF MMDG'S TECHNICAL STAFF.

CLASS/REHEARSAL

DANCER WARM UP

The stage on which the performance is to be given will be needed, clean and dry, one hour prior to each performance together with barres for nine dancers (a minimum of three 8-foot barres or three 10-foot barres or three 12-foot barres).

DANCER CLASS / REHEARSAL

A studio equipped with piane and boom-box will be needed for a minimum of four hours on each day that MMDG is in residence in PRESENTER'S city.

This studio will be used for daily class and rehearsal and must be equipped with barres for eighteen dancers. The studio dock must be conform to the same resiliency requirements of the stage and must be covered with resin-free Marley or equivalent.

LIGHTING

LIGHT PLOT

MMDG'S Lighting Supervisor will provide, after receipt of detailed technical information, a light plot specific to PRESENTER'S venue.

EQUIPMENT

- IN House lighting only Dre

PRESENTER agrees to provide lighting equipment in working order as indicated on MMDG'S light plot. PRESENTER agrees to provide all color media.

WE WILL BASE OUR LIGHT PLOT ON OUR 2011 PLOT. HOWEVER, WE WILL HAVE TO MAKE SEVERAL CHANGES BECAUSE OF THE DIFFERENT PROGRAM REQUIREMENTS.

EQUIPMENT PREPARATION

PRESENTER will appoint, provide and pay for a supervising electrician responsible for all preparation work (i.e. cabling, shop prep, pre-building,)

ALL LIGHTING EQUIPMENT IS TO BE PREHUNG PRIOR TO ARRIVAL OF MMDG'S TECHNICAL STAFF.

PRESENTER

LIGHTING (continued)

FOCUS / CUEING

PRESENTER will provide a ladder, lift or tower tall enough to focus lights hung on trimmed pipes. PRESENTER will provide two stepladders to focus lights and change gels on booms.

Rehearsal and performance position of the lighting board must be in an area in the theater which allows the board operator open and direct visual access to the stage.

PRESENTER will provide a table or equivalent for MMDG'S Lighting Supervisor. This table must be equipped with a desk lamp, headset communications and channel monitors.

It is required that the console outputs all screens to the monitors at the Lighting Supervisor's position in the house, including but not limited to the cue sheet, channel levels, fader status and blind displays.

Presenter will provide light board operators who have extensive experience with the light board used for this production, as well as thorough knowledge of its functions.

Operators will not use cell phones, smart phones or any other electronic devices during work calls and show calls (breaks are excluded).

Crew uses Phone for business/crew info Not For personal use during calls

PLEASE DO NOT SCHEDULE PIANO TUNINGS DURING FOCUS CALLS

SAFETY

All deck instruments must be cabled in the safest possible way. Loose cables must be taped to the deck.

PRESENTER must light all wing space as well as crossover sufficiently to make dancer travel safe but without interfering with the show lights.

PRESENTER

SOUND

PRESENTER agrees to provide sound equipment in working order as listed in PRESENTER'S sound equipment inventory and, in addition to PRESENTER'S sound equipment inventory, all equipment listed hereunder. PRESENTER agrees to notify MMDG'S Technical Director before signing of the agreement about modifications to or inaccurate sound equipment inventory.

MMDG'S minimum requirements are;

16- 32 channel console (digital console preferred)
Graphic EQ's on all main speaker zones and monitors
Four channels of compression
Four monitors on stage (paired upstage and downstage)
Two CD players
Professional Reverb Efx processor

Playback

CD player

Stage monitoring system;

Monitors setup behind the 1st and 3rd light boom positions on stage left, 2nd and 4th boom positions on stage right. Cables should not be run on the deck unless absolutely necessary. Cables should be dropped from fly gallery or grid.

Microphones

MMDG will travel with all microphones.

Microphone stands

Four tall boom stands

Cabling

All cables required to connect signal-processing, microphones, front-of-house system, stage monitors.

SOUND (Continued)

ALL SOUND EQUIPMENT IS TO BE PRESET PRIOR TO ARRIVAL OF MMDG'S TECHNICAL STAFF as specified below:

Monitors sent pre-fader from two auxes through EQ and compressor. 1st aux to control the upstage pair of monitors. 2nd aux to control the downstage pair.

Efx Processor sent post-fader from 1 mono aux, returned into regular channels.

Two channels of compression patched into main L/R output

Two pre-fader mono aux for recording.

One microphone line run to center FOH with a tall boom stand for rehearsals.

Announcement mic on a straight stand at the Stage Manager's position

If there is a post-show talk/Q&A, a wireless microphone or a wired microphone with cable of sufficient length to reach downstage center is required. Please ensure enough cable is also attached to the Stage Manager's announce mic to act as a backup.

Rehearsal and performance position of the sound console must be in an area in the theater, which allows MMDG's Sound Supervisor open and direct visual and auditory access to the stage and orchestra pit.

MMDG's Sound Supervisor will operate the console.

MMDG'S Management will comply with all local laws and regulations but will have control over performance sound levels.

SAFETY

All deck equipment must be cabled in the safest possible way. Loose cables must be taped to the deck. Cables should not be run on the deck unless absolutely necessary. Monitor cables should be dropped from fly gallery or grid.

COMMUNICATIONS

PRESENTER will provide a two-way headset intercom communication system (wired or wireless) in working order at the positions listed below; All positions should be on the same channel.

During tech calls and rehearsals;

MMDG Stage Manager (both Downstage Left and Downstage Right)
Lighting Board Operator
Sound Mixing Position
MMDG Lighting Supervisor (at tech table in house)
Deck electricians

During performances;

MMDG Stage Manager (both Downstage Left and Downstage Right)
Lighting Board Operator
Sound Mixing position
Deck Electricians
House Curtain position

Presenter will provide a one-way paging system enabling MMDG'S Stage Manager to page all dressing rooms and/or other spaces in use by MMDG at PRESENTER'S venue.

WARDROBE

_3 rooms total Backstage

PRESENTER must provide Dance Group with a separate space or room for wardrobe purposes.

This space must be equipped with:

- hot and cold water
- a mirror
- two 110V/15A wall outlets.
- iron
- ironing board

- sewing machine NA DT

- steamer
- > Washer Dryer use w/ permission - racks and a sufficient supply of hangers
- washing machine
- dryer
- large table
- minimum two chairs

All washers and dryers will be appropriately hooked up to water supply and drain and will be in working order.

All washers and dryers will be available at MMDG'S wardrobe supervisor's discretion. All irons, steamers and other equipment will be in working order and available at MMDG'S Wardrobe Supervisor's discretion.

The wardrobe area will be as close to the dressing room area as possible.

PRESENTER

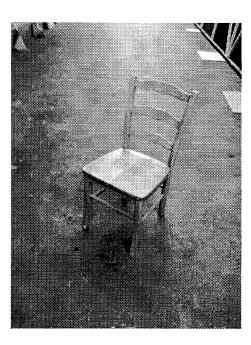
PROPS (Used for "A Wooden Tree")

In order to save on shipping costs, we ask the presenter to make a reasonable effort to find chairs that resemble the ones in these pictures. We will need one of each type.

Please check your props department, your basement, crew room, back alley, garage...







The stool is 18 inches (45 cm) high and can handle the weight of an average person standing on it. The stool can be unfinished or can be stained or painted in pretty much any darkish color. Although not preferred, a 3-legged stool would work.

The padded chair with chrome legs is your average kitchen/diner chair. The padding is not important but would be nice. The legs should be metal, but don't have to be chrome and can be shiny/glossy. The chair's color is not important.

The wooden chair is exactly that: a regular wooden chair. The chair can be light or dark color plain wood or can be painted.

THE SEAT SURFACE OF ALL THREE ITEMS SHOULD BE FLAT (NOT ROUNDED OR SCULPTED).

LIVE MUSIC REQUIREMENTS

MMDG performs to live music exclusively. The live music is an integral part of any MMDG artistic production and the accommodation of MMDG'S musicians during any performance is deemed extremely important.

ORCHESTRA PIT

The Orchestra Pit will be large enough to accommodate the various setups for MMDG'S production simultaneously. Setups and/or changeovers as well as pit level changes during intermissions may be necessary.

The performance area of the orchestra pit will be at a level where MMDG'S musicians have direct visual access to the stage.

For acoustical reasons and because of the interaction between performers in the pit and on stage, MMDG is not able to use any part of the pit extending underneath the apron or stage.

The floor of the orchestra pit should NOT be covered with carpet.

PRESENTER will provide, at PRESENTER'S expense, a tuner for piano at MMDG'S discretion. The piano will be tuned during the lunch or dinner break on the day of MMDG'S performance.

PLEASE DO NOT SCHEDULE PIANO TUNINGS DURING FOCUS CALLS

EQUIPMENT

PRESENTER will provide all necessary risers and platforms for MMDG'S musical production.

MMDG will provide a detailed pit layout of PRESENTER'S venue after details and dimensions on PRESENTER'S orchestra pit have been received.

PRESENTER will also provide the following equipment in excellent shape and working order;

two straight backed chairs without armrests one height adjustable piano bench three height adjustable music stands. five working music stand lights with working bulbs.

* bulbs should be incandescent and will be hooked up to a dimmed circuit

concert grand piano in excellent condition (preferably Steinway - list sizes if more than one is available)

Upright pianos are NOT acceptable.

all hookups, cables and dimmers for music stands. sufficient spare bulbs for music stand lights.

Please review and fill out the "pit questionnaire" on the following pages.

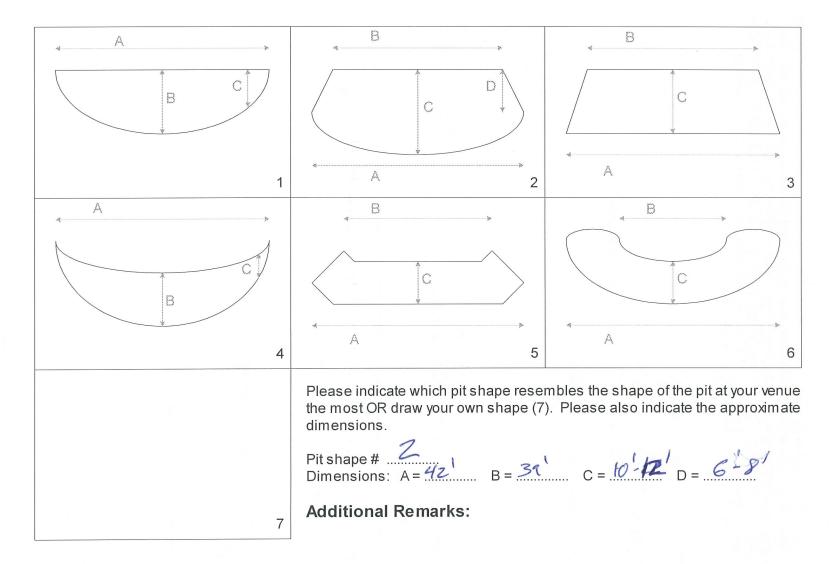


ORCHESTRA PIT INFORMATION SHEET

Notes:

For a typical MMDG performance the ideal level of the orchestra pit is at house level, or one to two step heights (8 to 16 inches) below house level. This level is mainly determined by the height difference between the stage and house levels, the program (which determines the positions of the musicians (standing, sitting) and the audience's line of sight. The musicians would enter and exit the orchestra pit from the front-of-house and part of the pit rail (if any is present) is usually removed for this purpose. The final pit level is normally determined after arrival of MMDG'S road crew at PRESENTER'S venue, as part of the load-in.

Questions about your orchestra	pit:			
Does your orchestra pit move?	yes	□ no		
If so, can it be used:	at any leve	el?	☐ at preset levels only?	
Are different pit sizes available If so, specify;	? □ yes	⊠ no		
If your orchestra pit does not me	ove: what fixed	heights are availa	able?	
•	se in if	pit is b	ccess from the front-of-house?	
Does the orchestra pit have fixe				
What is the height difference be $36'-40''$		nd stage levels?		
Please continue this questionna	ire on the next	page		
// PRESENTER			DISCALCED, In	



CREW REQUIREMENTS

STAGEHANDS

PRESENTER must provide sufficient local technical crew who are capable and have the authority to use, set up, relocate and operate all stage infrastructure and equipment, lighting equipment, switchboards, and other materials pertinent to MMDG'S performance(s).

An agent of PRESENTER to assist MMDG'S Technical Director must be present at all times. The agent must have sufficient authority to make decisions and/or act on behalf of PRESENTER.

Numbers of crew required in each department are listed in the technical schedule and should be viewed as a guideline to what the production requires.

The crew numbers listed in the production schedule are numbers required to load-in, setup, run and load-out MMDG'S production in good order.

DO NOT USE THESE NUMBERS FOR BUDGET PURPOSES unless they equal or exceed the numbers required by local union regulations or unless union regulations are not applicable.

RUNNING CREW

Unless local regulations require higher numbers, the running crew minimum is:

- one light board operator.
- one sound person.
- two deck electricians for color changes during pause(s) and intermission(s).
- one curtain position (or more, if required this can be the deck electrician(s)).
- one wardrobe person/dresser.
- one person in orchestra pit (if required by local regulations)
- one props person (if required by local regulations)

THE SAME CREW SHALL WORK REHEARSAL(S) AND PERFORMANCE(S).

PLEASE DISCUSS CREW NEEDS WITH MMDG'S TECH DIRECTOR. WE MAY VERY WELL BE ABLE TO SIMPLIFY/CUT OUR CREW NEEDS DEPENDING ON STAFFING RULES AT YOUR VENUE

PRESENTER	DISCALCED, Inc.

PRODUCTION SCHEDULE

SUNDAY 09/28	MONDAY 09/29	TUESDAY 09/30	WEDNESDAY 10/01	THURSDAY 10/02	FRIDAY 10/03	SATURDAY 10/04
	<u>9am-1pm</u>	<u>9am-1pm</u>				
pre-hang lights, Softgoods, install dance floor before MMDG Staff arrival	load-in MMDG's equipment (props) focus sound setup orchestra pit setup	cueing focus notes wardrobe unpack & prep clean stage				
		11:30am-1pm				
	0	sound check				
	2pm-6pm	2pm-6pm				
pre-hang lights, Softgoods, install dance floor before	focus	cueing wardrobe prep				
MMDG Staff arrival	7.2	<u>1:45m-3:15pm</u>				
	Dinner break	class on stage				
7	Piano tuning?	3:30pm-6pm				
		rehearsal with tech, musicians, dancers				
	<u>7pm-11pm</u>	5pm-6pm	1			
pre-hang lights, Softgoods, install	focus cueing	6pm-7pm	- Crew will n	ecd		
dance floor before MMDG Staff arrival		preset lamp/dimmer check	- crew will n a \$30 min	break minin	iam	
		8pm PERFORMANCE		OT .		
1 1		After show				
	# F	Wardrobe pack Load-out				

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HOSPITALITY

PRESENTER

PRESENTER will provide a buffet for MMDG'S employees on the day of MMDG'S first performance. For details see clause #11 in the contract to which this rider is an addendum.
A freezer containing sufficient quantities of ice (no ice packs) must be made available to the dancers at all times that MMDG is in the theater or studio.
Fresh water and paper or plastic cups must be provided in the wings (stage left and stage right). MMDG prefers watercoolers. Please provide refillable recyclable bottles
A sufficient supply of facial tissue (Kleenex) must be provided on both sides of the stage as well as in all dressing rooms at all times that performers are at PRESENTER'S venue.
Rest room facilities supplied with toilet paper and hand towels for the performers must be in an area of the theate separate and apart from both public viewing and use.
The stage area, dressing rooms, rehearsal rooms and all other areas occupied by MMDG must be heated or cooled to 70-72 degrees F during all rehearsals, classes and performances.
Rehearsal room, dressing rooms, hallways, stage, and all other areas occupied by MMDG must be clean and free of all debris as the dancers rehearse and perform barefooted.
PRESENTER must provide a separate room or area equipped with electricity, a telephone and an analog telephone line for MMDG'S Management and Staff.

MISCELLANEOUS

SECURITY

PRESENTER will control all accesses to the areas occupied by MMDG and limit the presence of PRESENTER'S employees and any other people in these areas to those strictly needed for running rehearsals and/or performances in good order. At no time will patrons, guests and any other people not related to MMDG'S production be allowed on stage or in any other area occupied by MMDG unless accompanied by or upon agreement with MMDG'S Management.

DANCE GROUP'S TECHNICAL DIRECTOR

Johan Henckens



DISCALCED, Inc.
MARK MORRIS DANCE GROUP
3 Lafayette Avenue
Brooklyn, NY 11217
Phone 718-624-8400
Fax 718-624-8900

CREW REQUIREMENTS

SUNDAY 09/28	MONDAY 09/29	TUESDAY 09/30	WEDNESDAY 10/01	THURSDAY 10/02	FRIDAY 10/03	SATURDAY 10/04
	<u>9am-1pm</u>	<u>9am-1pm</u>				
to be determined by presenter	light board operator 2 fly persons/carps full focus crew pit crew 1 sound person	light board operator full focus crew 1 wardrobe person 1 sound person				
	2pm-6pm	2pm-6pm				
to be determined by presenter	light board operator 2 fly persons/carps full focus crew 1 sound person	light board operator 2 deck electricians Curtain position 1 wardrobe person 1 sound person 1 props person	·			
	<u>7pm-11pm</u>	7pm-end				
to be determined by presenter	light board operator 1 fly persons/carps full focus crew	light board operator 2 deck electricians Curtain position 1 wardrobe person 1 sound person 1 props person				
		After show				
		1 wardrobe person Load-out crew				

PLEASE DISCUSS CREW NEEDS WITH MMDG'S TECH DIRECTOR. WE MAY VERY WELL BE ABLE TO SIMPLIFY/CUT OUR CREW NEEDS DEPENDING ON STAFFING RULES AT YOUR VENUE

PRESENTER	DISCALCED, Inc.

DRESSING ROOMS

- 3 rooms total Backstage

PRESENTER must provide MMDG with:

- dressing rooms sufficiently large for use by nine individual dancers simultaneously.
- four soloist dressing rooms.

All dancer and soloist dressing rooms must be equipped with racks for hanging costumes and sufficient lighting, tables, individual chairs and mirrors for the performers to apply make-up.

All other dressing rooms must be equipped with racks for hanging clothing and sufficient lighting, tables, chairs and mirrors for the performers to prepare for the show.

A sufficient supply of facial tissue (Kleenex) must be in each dressing room at all times.

The dressing room area must be equipped with at least four showers with hot water.

The dressing rooms must be in an area of the theater separate and apart from the public's view and access.

All dressing rooms as well as to all other rooms occupied by MMDG must have doors with locks.

All dressing rooms will be free of clothing, equipment, tools, etc. not belonging to MMDG'S production.

MMDG will have EXCLUSIVE USE of all assigned dressing rooms from the morning of the first on-stage rehearsal through one hour after the end of the last performance.

PRESENTER