

Celeste Magnuson
Maple Hill Productions, Inc.
P.O. Box 370
Moose, WY 83012
307-733-6953 phone/fax
email: 70752.1621

For bookings contact:
Skyline Music
P.O. Box 31
Lancaster, NH 03584
603-586-7171; FAX 603-586-7068
Web address: skylineonline.com

Date: March 2, 1998

**PRODUCTION AGREEMENT BETWEEN
MAPLE HILL PRODUCTIONS, INC., AND PRESENTOR**

AGREEMENT made this date by and between Maple Hill Productions, Inc. hereinafter referred to as "PRODUCER", f/s/o **AN EVENING AT CLUB 47 (WITH TOM RUSH AND HIS GUESTS: Janis Ian, Susan Werner & Vance Gilbert**, hereinafter referred to as "ARTIST(S)'S, and **Festival Productions**, hereinafter referred to as PRESENTOR," whose address and phone number are **4311 West 74th Street, New York, NY 10023, 212-496-9000/212-799-3615 FAX.**

1. PRESENTOR hereby engages the services of PRODUCER, subject to the following terms and conditions:

DATE(S) OF ENGAGEMENT: **Friday, August 7, 1998**

TIME(S) OF ENGAGEMENT: Soundcheck/rehearsal: **3:00 pm** Doors: **tbd pm**
Show: **8:00 - 11:00pm**

LENGTH OF SET(S): **3 hours including intermission**

VENUE NAME AND LOCATION: **Grand Ballroom, Viking Hotel, 1 Bellevue Avenue,
Newport, RI 02840**

VENUE PHONES .. MAIN OFFICE: **401-847-3300 Viking FAX: 401-847-3700**

CAPACITY: **800**

TICKET PRICES: **\$25**

GP: **\$20,000**

2. It is agreed that as full compensation for the services of PRODUCER as above set forth, PRESENTOR shall pay to PRODUCER in United States currency, certified check, or acceptable bank draft, the sum of **Seven thousand dollars US (\$7,000)** payable as follows:

Deposit of **thirty five hundred dollars US (\$3,500)**, and to be received by **Maple Hill Productions, P.O. Box 370, Moose, WY 83012** no later than **July 1, 1998** with contract signed by PRESENTOR, and the balance to be paid to PRODUCER, or their authorized representative, by certified check one half hour prior to first performance.

3. In addition PRESENTOR shall provide at its sole cost and expense: all components of the facility and all promotional services including, but not limited to all promotional and "front of house" costs, covered stage sufficient to meet specifications of Maple Hill Productions, Inc.; sound and lighting systems to meet PRODUCER'S specifications along with qualified personnel to run them; assistant production personnel (stage hands, loaders, etc.); adequate on-site electrical service; audience seating; security and security personnel; site clean up; ticket takers and ushers; sales and printing of tickets; advertising and promotion; rental of musical equipment as required by ARTIST; light refreshments for **fifteen** people consisting of coffee, tea, assorted soft drinks, mineral water, one case of cold imported beer, and a deli tray to be served upon ARTISTS arrival for sound check at **3:00 pm**; a hot meal for **fifteen** people, consisting of an entree with two vegetables, salad with dressing on the side & dessert served on porcelain with metal flatware, and one case of cold imported beer, available from **6:00 pm until 8:30 pm**, with light refreshments, such as coffee, soda, fruit, and sandwiches available until the close of the show.

ALL FOOD FOR THE SPECIFIED ABOVE ARE FOR THE EXCLUSIVE USE OF ARTISTS AND PRODUCERS PERSONNEL. IF ANY OF THE PRESENTORS PERSONNEL WILL BE EATING, ADDITIONAL MEALS MUST BE PROVIDED FOR THEM.

In addition,PRESENTOR must meet the specifications set forth in the ARTIST(S)'S riders attached hereto, which are hereby made a part of this agreement.

PRODUCER shall provide at its sole cost and expense: ARTISTS as specified above, technical services including sound technician, assistance in coordinating publicity, including interviews with ARTISTS when possible, accommodations and travel coordination for ARTISTS.

4. Any corporate sponsor of the Engagement must be approved in writing by PRODUCER. There will be no onstage signage for PRESENTOR or sponsors without the written consent of PRODUCER. PRESENTOR agrees to abide by the following restrictions on advertising and promotion of the Engagement: none .

5. **BILLING: An Evening at Club 47 with Tom Rush and his guests Janis Ian, Lucy Kaplansky and Alex Bevan** . Unless otherwise agreed in writing, Club 47 and Tom Rush shall appear in 100% type, guests in 80% type in alphabetical order. Club 47 is a registered trademark and servicemark of Maple Hill Productions, Inc. Where ever this name is used in promotional or publicity material it must be followed by the symbol and at least once in each piece of publicity or promotional material the following phrase must appear: "***Club 47 is a registered trademark and servicemark of Maple Hill Productions, Inc.***"

6. No performers other than those who are part of the PERFORMANCE may appear on the same program without prior written consent of PRODUCER. Other performers on the program shall be none.

7. The PRESENTOR shall obtain and forward to Maple Hill Productions, Inc., no later than 30 days prior to performance, a certificate of insurance naming PRODUCER and each of the above named ARTISTS, **Tom Rush, Janis Ian, Lucy Kaplansky and Alex Bevan** as additional insured under PRESENTOR's comprehensive general liability insurance policies in the minimum amount of One million dollars, and shall indemnify PRODUCER for all damages (including reasonable attorneys fees) resulting from PRESENTOR's failure to exercise due care with respect to the performance. PRESENTOR shall indemnify and hold PRODUCER harmless from and against all costs, expenses, damages, liabilities, or losses (including reasonable attorney's fees) arising out of or in conjunction with any presentation or anyrepresentation or covenant made by PRESENTOR in this agreement or any other act or obligation of PRESENTOR under this agreement.

8. PRESENTOR agrees to furnish, at PRESENTOR's expense, round trip ground transportation for ARTISTS and STAFF, luggage and instruments, from the nearest major commercial airport to their lodging and to the place(s)of performance(s) for rehearsal(s) and performance(s) in vehicles which PRESENTOR deems appropriate for comfort and dignity of ARTISTS and STAFF . Said transportation shall be available on a schedule which shall not keep ARTIST OR STAFF waiting or leave them stranded.

9. PRODUCER shall be provided the total sum of complimentary tickets specified in the attached riders, plus 10. These tickets shall be held for ARTISTS' and PRODUCER'S guests for each performance herein. PRODUCERS authorized representative will use their best efforts to release to PRESENTER any tickets which have not been confirmed and assigned 4 hours prior to each performance so they may be offered for sale. Such tickets may not be released, however, without specific authorization of PRODUCER'S representative.

10. PRESENTOR agrees that the place of performance described in paragraph one (1) hereof shall be lighted, heated, ventilated, cleaned, and free from distracting noises. PRESENTOR shall also provide sound and lights, hospitality and dressing rooms to the specifications in the attached rider, as well as promotion, publicity, and advertising, janitors, ushers, ticket sellers, door keepers, the tickets for the performance and any additional services and personnel as required, as well as any license or permit required by any state or local authority.

11. The PRESENTOR warrants and represents that the place of the performance shall be completely ready for the set up of the sound and lighting systems at least eight hours before the commencement of the performance. ARTISTS shall complete sound check at least one (1) hour prior to the time of performance provided that the PRESENTOR complies with its obligations. Under no circumstances shall PRESENTOR or its staff allow the audience to enter the place of performance until such time as the authorized representative for PRODUCER signifies that the set up and check have been completed.

12. PRODUCER shall have the sole and exclusive control over the production, presentation, and performance of the engagement(s) hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than NAMED ARTISTS.

13. The failure of any NAMED ARTIST to appear due to detention or prevention by sickness, accident, failure of means of transportation, acts of God, riots, strikes, labor difficulties, epidemics, and act or order of public authority or any other cause, similar or dissimilar, beyond NAMED ARTIST'S and/or producer's control shall not constitute a breach of this agreement. This shall be deemed a "Force Majeur." PRODUCER agrees to work with PRESENTOR to provide acceptable substitute NAMED ARTIST (s). Notwithstanding anything contained herein, inclement weather shall not be deemed a "force majeure" occurrence and the PRESENTOR shall remain liable for payment of the full contract price, even if the performance(s) contracted for herein are prevented by such weather conditions. PRODUCER shall have the sole right to determine, in good faith, whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

Provided ARTISTS are ready, willing, and able to perform PRESENTOR agrees to compensate PRODUCER in accordance with the terms herein, regardless of Act of God, fire, accident, riot, strike, or any event or events of any kind or character whatsoever similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the engagement hereunder.

14. Many NAMED ARTISTS require, as a condition of their contract with PRODUCER, the right to cancel without liability in the event that they secure a commitment for a motion picture, a major television guest appearance, a series of television performances, a television program or a legitimate stage production, and such commitment would/might interfere or conflict with the engagement hereunder. PRODUCER reserves the right to cancel their appearance in the performance without liability upon notice to PRESENTOR. PRODUCER agrees to promptly provide PRESENTOR with notice of any such cancellation. PRESENTOR acknowledges that the exercise of said right by an PRODUCER shall not constitute a breach of this agreement. PRODUCER agrees to work with PRESENTOR to provide acceptable substitute NAMED ARTIST(s).

15. No audience seating is permitted on the stage of the place(s) of performance without the prior written consent of PRODUCER.

16. The PRESENTOR shall be responsible for keeping its staff, including without limitation, ushers, security personnel, and police, quiet and orderly during the ARTIST'S performance(s). The PRESENTOR shall minimize potential disruptions such as seating audience members or using walkie-talkies or any other equipment which might disrupt the performance. If smoking is permitted on the premises, the PRESENTOR shall designate all areas within 20' of the stage (including the wings and all parts of the stage itself) as NO SMOKING areas.

17. No portion of the performance rendered hereunder shall be broadcast, photographed, recorded, filmed, taped or embodied in any tangible form for any purpose of reproducing or preserving such performance without PRODUCER'S prior written approval, and the PRESENTOR agrees that it shall not authorize any such activity. The PRESENTOR shall deny entrance to all persons carrying tape or video recording devices, including without limitation members of the audience, press, and the PRESENTOR's staff.

18. PRODUCER agrees to supply a reasonable quantity of such printing and advertising material as is available, which PRESENTOR agrees to reproduce and distribute at his sole cost and expense within a reasonable period before each scheduled performance for the proper and effective promotion of said event.

19. Any promotional material which the PRESENTOR may use, including posters, fliers or handbills, or publicity containing name, likeness, caricature, biography, logo or trademark of the PRODUCTION of any of the individual NAMED ARTISTS shall be used subject to PRODUCER'S prior approval and shall be used only for the purposes of promoting the performance. PRODUCER shall have sole and exclusive authority to sell any product bearing these characteristics. The PRESENTOR shall provide without charge suitable tables in appropriate areas of the place of performance for the sale to the public of such products and specifically for the sale of record albums and tapes. PRESENTOR shall assist PRODUCER in locating vendors to assist in such sales, said vendors to be paid by PRODUCER.

20. PRODUCER may solicit mailing list information from the audience, or conduct other surveys of the audience. Any information resulting from such solicitation shall be shared with PRESENTOR upon reasonable notice. Likewise, PRESENTOR shall share any and all mailing list information generated by the engagement with the PRODUCER upon the request of the PRODUCER.

21. In the event PRODUCER does not receive full payment of compensation promptly as herein provided or in the event that PRESENTOR fails, refuses or neglects to provide any material items herein stated or to proceed with the performance(s) herein, or fails to perform any other obligation undertaken herein, including fulfilling the specifications of the Named Artists riders, or performs any act prohibited hereunder, PRODUCER shall have no obligation to perform its obligations under this contract and shall have the sole option and the right to refuse to present, allow to be presented, or to complete any performance and the PRESENTOR shall, nevertheless, remain liable to PRODUCER for the full contract price as set forth hereunder.

22. In the event of a breach of this agreement by PRODUCER the PRESENTOR's damages shall be limited to necessary, proven out-of-pocket expenses which were directly incurred for the performance covered by this agreement. In no case shall such damage exceed One Thousand Dollars (\$1,000), in addition to the return of any deposit(s) made by PURCHASER to PRODUCER, which sum shall be considered liquidated damages.

23. All Federal, State, and/or local amusement taxes, excise taxes, and any taxes and/or fees (including BMI, ASCAP and SESAC) levied by government(s) or sources not a

party to this agreement upon the PRESENTOR or the venue related to this presentation are the sole responsibility of the PRESENTOR.

24. PRESENTOR agrees to comply with all regulations and requirements of any national or local union(s) that may have proven jurisdiction over any of the materials, facilities, services and personnel to be furnished by PRESENTOR.

25. All deadline dates contained herein are material items of this agreement.

26. All notices required hereunder shall be given in writing to PRODUCER at the above address. Registered mail is suggested.

27. PRODUCER enters into this agreement as an independent contractor and not as employee. This contract shall not, in any way, be construed so as to create a partnership, or any other kind of joint undertaking or venture between the parties hereto.

28. The person(s) signing this agreement warrant(s) that they are authorized to represent their respective organizations and have the authority to present PRODUCTION according to the terms herein.

29. This contract cannot be assigned or transferred without the written consent of both parties. It contains the complete understanding of the parties hereto, and may not be amended, supplemented, varied or discharged, except by a written instrument.

30. Any and all disputes arising from the engagement hereunder shall be submitted to arbitration in the City of Boston before the American Arbitration Association pursuant to its rules and regulations then applicable, and judgment specific to that arrived at hereunder by the Arbitrator may be entered in any court having jurisdiction thereof.

TERMS:

AGREEMENT: The term "AGREEMENT" when used herein shall refer to the terms and conditions contained within this document as well as all addenda, riders, and/or attachments, provided the principal document is signed by all responsible parties and all attachments bear the signature or initials of all responsible parties.

ARTIST: The term "ARTIST" when used herein shall refer to singular and/or plural and shall refer to no specific performer, but all members of the performing troupe engaged by the terms of this agreement.

NAMED ARTIST: The term "NAMED ARTIST" when used herein shall refer to those ARTISTS specifically named on the face of this AGREEMENT.

STAFF: The term "STAFF" when used herein shall refer to non-performing members of the PRODUCTION, including but not limited to sound and lights crews, road managers, stage managers and representatives of the PRODUCER.

PRESENTOR: The term "PRESENTOR" when used herein shall refer to singular and/or plural and shall refer to the individual, organization, partnership, corporation, municipality or body specified at the beginning of this agreement, or their legally authorized representative.

PRODUCER: The term "PRODUCER", when used herein, shall refer to singular and/or plural and shall refer to no specific individual, but to the corporate agency issuing this agreement.

PERFORMANCE(S): The term "performance(s)" when used herein shall refer to an entire concert presentation or multiple concert presentations by ARTIST, which may or may not include intermission(s) of normally no longer than twenty (20) minutes in length, and shall NOT refer to opening attraction(s) and/ or other presentations which might be a part of a concert bill, unless such presentations are included in the definition of "ARTIST" on page one (1) of this agreement.

SET(S): The term "set(s)" if used herein shall refer to segments of the ARTIST's performance, separated by an intermission, presented to the same audience.

Club 47 is a registered trademark and servicemark of Maple Hill Productions, Inc. The "guitar tree" logo is a trademark and servicemark of Maple Hill Productions, Inc.

ACCEPTED AND AGREED

By PRESENTOR: _____
Robert L. Jones for Festival Productions, Inc.

DATE: _____

By PRODUCER: _____
Tom Rush for Maple Hill Productions, Inc.

DATE: _____