

PERFORMANCE AGREEMENT

AGREEMENT made **Friday, April 18, 2025** by and between the **Lexington Philharmonic** (hereinafter "Philharmonic") and the **Lexington Fayette Urban County Government, Parks & Recreation** (hereinafter "Presenter").

Presenter Contact: Amber Luallen, *Cultural Arts Director at LFUCG Parks & Recreation*

For performance with: Lexington Philharmonic
Mélisse Brunet, *Music Director*

IDEAL SCENARIO: (good weather plan)

Dates:	Time:	Location:
Wednesday, July 2, 2025 (rehearsal)	7:00 - 9:30 PM	Ideally on Outdoor stage on Morrison Lawn, with sound and lights. If outdoors is not possible then we'll rehearse in Haggin Hall (Transylvania University)
Thursday, July 3, 2025 (sound check)	7:00 - 7:20 PM	Outdoor stage on Morrison Lawn
Thursday, July 3, 2025 (concert)	7:30 - 9:00 PM	Outdoor stage on Morrison Lawn

RAIN SCHEDULE:

Concert will be canceled if it rains on July 3 during concert time.

Program Length: (1) 90 minute program to consist of ~75 minutes of music, plus 15 minute intermission. To be mutually agreed upon by the Philharmonic and Presenter.

Compensation:

In return for performance by the Philharmonic of the above services according to the terms and conditions stated herein, Presenter agrees to pay Philharmonic: **\$45,000 (Forty-Five Thousand Dollars 00/100)**. 50% of the fee (\$22,500) will be paid upon execution of this Agreement, and the remaining 50% (\$22,500) within 5 days following the performance.

- Fee includes orchestra, conductor, guest artist(s), stage manager, artistic logistics for rehearsals & performances, chairs, risers for orchestra, equipment transportation, conductor podium, music stands, stand lights, music rental & preparation, and percussion equipment.
- Fee does NOT provide for items such as but not limited to; hospitality requirements for guest artists (meals, hotel accommodations, etc.), grand piano rental and tuning, electrical equipment, sound equipment, video equipment, general lighting, production crew, stage structure, stage roof covering of orchestra, sun shades and rigging for stage, backline needs of guest artist, security, or dressing room needs. Any direct expenses incurred by the Philharmonic for expenses related to the above listed areas, will be invoiced separately to the Presenter.
- Presenter will fulfill the attached Lexington Philharmonic Technical Rider (page 4-6)
- Presenter will provide a **\$300 buyout** for musician hospitality (page 6).

- Continues on next page -

LEXINGTON PHILHARMONIC TERMS & CONDITIONS:

1. Presenter will provide and pay for place of performance and arrange for reasonable access thereto, and will ensure that the facilities are clean, well-lit and in good order.
2. Presenter will provide a secure, indoor or covered space with ample surfaces/tables for musicians to gather and leave their instrument cases during the performance, in close proximity or behind the stage.
3. Presenter will furnish and pay for such local licenses, policemen, firemen and other items or personnel as required by Management of the place of performance or by public authorities.
4. Philharmonic will design print and digital programs. Philharmonic will house digital program on their website. Presenter will pay for printing 2000 (half sheet) programs.
5. For performances which require sound amplification and lighting equipment, Presenter shall provide appropriate personnel and equipment. (see technical rider)
6. Should a piano be required, Presenter will reimburse Philharmonic for rental and tuning of a grand piano or rental of electric keyboard.
7. Presenter will provide a sturdy and level covered (roofed) stage for all services at least 40' deep and 60' wide (subject to change pending program/orchestra size). The covering must cover the expanse of the stage. Sun shades and appropriate rigging must be provided so that orchestra instruments are not exposed to direct sunlight. The Philharmonic may require a larger stage to accommodate more musicians or guest artists. Final stage requirements are to be determined by the Director of Artistic Operations and Production Manager of the Philharmonic and will be communicated to the Presenter at least 60 days prior to the event.
8. Philharmonic shall be under no liability for failure to appear or perform in the event such failure is due to incapacity of artists, act of regulation of public authorities, labor difficulty, civic tumult, interruption or delay of transportation services, or those conditions that do not conform to the Philharmonic's Master Agreement (CBA) with musicians, force majeure or any other cause beyond control of the Philharmonic.
9. In the event that a guest artist is incapable of performing within the terms and conditions of their contract with the Philharmonic, Philharmonic shall be under no liability to perform the portion of the concert for which that guest artist has been contracted.
10. Presenter will prevent the broadcasting, recording or photographing of the performance(s) without written consent from the Philharmonic.
11. Performance(s) shall not be in conjunction with or imply endorsement of any commercial product or services or of any person(s) or organization(s) or sponsor (s) other than Presenter unless expressly specified in this agreement. Any Presenter merchandising (T-shirts, hats, etc..) using the Philharmonic name must be requested in writing and approved in advance by the Philharmonic Executive Director at which time a separate agreement for merchandising will be issued.
12. No person shall be denied admission to the performance(s) because of age, race, ethnicity, nationality, religion, creed, individual political opinions, disability, sexual orientation, or gender identity/expression.
13. Presenter, to the extent permissible by law, hereby agrees to indemnify, defend, and hold harmless Philharmonic and its agents from and against any and all liability for compensatory damages and, to the extent permitted by applicable law, punitive damages, as well as any related claims, suits, or expenses, including reasonable attorney fees, in connection with bodily injury, loss of life, or property damage arising at any time from or in connection with the negligent act or omission of Presenter, its agents, employees,

vendors, affiliates, subcontractors, or volunteers, or arising out of the event to the extent caused by Presenter. In the event said injury or loss arises from the negligence of Presenter or its employees, vendors, affiliates, subcontractors, or volunteers, Presenter shall, at its own expense, assume the defense of any such claims or actions and shall be responsible for any resulting judgments, settlements, or damages.

14. Presenter shall, (not less than 14 (fourteen) days prior to any performance hereunder), provide to the Philharmonic a certificate or certificates of insurance evidencing insurance coverage in such amounts and with such terms and conditions as are satisfactory to the Philharmonic, provided, that any such waiver, if executed, shall not operate to relieve Presenter of its obligations hereunder. This shall not be deemed a waiver of sovereign immunity or any other third party defense.
15. Presenter shall provide a venue representative and/or Presenter representative to be on the premises where any service is to occur beginning one hour prior to the service and until the listening audience and/or performers have cleared the premises.
16. Presenter shall take all steps reasonably necessary to provide for the personal safety of Philharmonic's personnel and the audience, including but not limited to, the following;
 - A. Presenter shall determine an emergency plan and communicate that plan at least fourteen (14) days in advance to Philharmonic for adequate preparation.
 - B. Presenter shall provide personnel adequate in number and training for security and crowd control purposes.
 - C. Presenter shall provide reliable communication facilities and operators for use in emergency situations.
 - D. Presenter shall maintain contact with a reliable weather service providing coverage of the performance site throughout the performance.
 - E. Presenter shall provide an emergency medical service unit on the premises of any outdoor performance.
 - F. Presenter will refrain from using extra-musical or special-effect device(s) of an explosive nature, combustible or otherwise potentially harmful nature unless requested in writing and approved by the Executive Director of the Philharmonic.
17. In the event of rain, emergency conditions, or other situations rendering it impossible for the performance to occur at the outdoor location, the parties agree that the concert will be cancelled. The Philharmonic's Director of Artistic Operations and Presenter will be in communication a minimum of 48, 24, and 12 hours before the published start time of the concert to discuss weather status and any necessary changes to ensure the concert is able to be performed or cancelled.
18. If it is determined to delay the start time or suspend and resume the concert at a later time on the same date due to weather or emergency conditions, the Presenter agrees to pay any additional costs incurred including but not limited to musician overtime or equipment rental.
19. Should rain, emergency conditions, or other situations render it impossible for contracted services to occur, then the Presenter will be responsible to the Philharmonic for 90% of the total fee (90% of \$45,000 = \$40,500), provided the Presenter cancels at least 4.5 hours prior to scheduled services. If less than 4.5 hours written notice of cancellation is given, the full performance fee is due (\$45,000).
20. All correspondence and communication regarding this agreement shall be between the signatories hereto and the Director of Artistic Operations of the Lexington Philharmonic.
21. Under no circumstances will there be a performance or rehearsal if musicians are in direct sunlight, dew, rain, mist, dangerous weather, conditions which might endanger personal health or the condition of the musicians' instruments or extreme temperature conditions outside of the range of 65°F - 95°F.
22. Presenter will provide free parking to Philharmonic musicians and staff behind Haggin Auditorium on the Transylvania campus or as close to the performance site as possible.

TECHNICAL RIDER | 2025

This Technical Rider is an integral part of this Agreement

Staging, Lighting, Power

- **STAGE SIZE** 40' Deep x 60' Wide with (2) stair sets and (1) ramp
- Stage to be fully covered, with sun shade/rain sides available, with appropriate rigging; minimum 12' roof height
- **RISERS** (*LexPhil can provide upon request*)
 - Three (3) 4'x8' risers @ 16" height
 - Three (3) 4'x8' risers @ 8" height
- Sufficient chairs & music stands (*LexPhil can provide upon request*)
- **LIGHTING** If performance is after sunset, sufficient stage lighting to view sheet music and light the orchestra in full, warm wash from front and overhead.
- LED fixtures preferred. Minimum 2 lighting cues: "Pre Show" and "Concert"
- **STAGEHANDS** - LFUCG Parks & Recreation will provide 2 employees to assist Philharmonic with load-in and load-out, including, but not limited to, helping with chairs, stands, stand lights, and risers.

Musical Instruments *LexPhil can provide upon request*

- Electric Keyboard, 88 keys, weighed type (Roland RD-2000, Nord Grand, Kurzweil Forte, or similar) and necessary cabling
- (4) Professional Timpani

Sound

- **Power** Presenter shall provide a disconnect box with at least 100 amps single phase power no further than 75 feet away from the performance stage. Presenter shall also supply a qualified electrician to connect main service. If a disconnect box is not available, Presenter shall provide a reasonably quiet generator as approved by the Lexington Philharmonic.
- **Engineers** 2 engineers familiar with orchestral sound reinforcement and all equipment being used during the performance
- **FOH Sound** 3-way Stereo System w/subwoofers capable of even, clear coverage throughout the audience area. (Meyer, LAcoustics or equivalent preferred)
- **Console** - Minimum 40 channels, 4 groups (strings, winds, brass, percussion)
- Adequate stands and cabling for all microphones

Microphones

- **Strings** (2) DPA 4099 (or equivalent) for each stand of musicians (Y cable together is ok)
- **Harp** (1) Beta 91 or KM 184
- **Winds** (2) KM184 (or equivalent) for each section
- **Trumpet, Trombone, Tuba** (2) AT 4050 (or equivalent) for each section
- **French Horn** (1) Shure Beta58 for each horn player
- **Percussion** (5) AKG414 + (1) Beta 52
- **Speaking** (2) Wireless Handheld Units (AT/Shure or comparable)

- **Soloists** (x) adequate microphones and monitoring for guest soloists TBD

SAMPLE INPUT LIST - LEXINGTON PHILHARMONIC

Group 1 - STRINGS

1. Vln I - 1	DPA 4099 x2	7. Vla - 1	DPA 4099 x2
2. Vln I - 2	DPA 4099 x2	8. Vla - 2	DPA 4099 x2
3. Vln I - 3	DPA 4099 x2	9. Cello - 1	DPA 4099 x2
4. Vln II - 1	DPA 4099 x2	10. Cello - 2	DPA 4099 x2
5. Vln II - 2	DPA 4099 x2	11. Bass - 1	DPA 4099 x2
6. Vln II - 3	DPA 4099 x2	12. Bass - 2	DPA 4099 x2
		13. Harp	Beta 91

Group 2 - WINDS

14. Flute - 1	KM 184	17. Oboe - 2	KM 184
15. Flute - 2	KM 184	18. Clarinet - 1	KM 184
16. Oboe - 1	KM 184	19. Clarinet - 2	KM 184

Group 3 - BRASS

20. F Horn - 1	Shure Beta 58	24. Trumpet - 1	AT 4050
21. F Horn - 2	Shure Beta 58	25. Trumpet - 2	AT 4050
22. F Horn - 3	Shure Beta 58	26. Trombone - 1	AT 4050
23. F Horn - 4	Shure Beta 58	27. Trombone - 2	AT 4050
		28. Tuba	AT 4050

Group 4 - PERCUSSION

29. Tympani Left	AKG 414	32. Percussion - 2	AKG 414
30. Tympani Right	AKG 414	33. Percussion - 3	AKG 414
31. Percussion - 1	AKG 414	34. Bass Drum - Beta 52	

Group 5 - SOLOISTS

35. HH - 1	Shure Beta 58
36. HH - 2	Shure Beta 58
37. Soloist	Shure KSM 9
38. Soloist	Shure KSM 9
39. Soloist	Shure KSM 9
40. Soloist	Shure KSM 9

Hospitality Rider (please note this is for 50+ musicians)

- A covered, secure, and well lit space/green room is required for instrument, case, and personal item storage. The space should have adequate tables and chairs with power available for charging personal devices
- Minimum 2 restrooms not further than 100 feet from performance area
- 2 full length mirrors
- Coffee, Tea, and water service
(water should be available both cold and room temp)
- Light Snacks such as granola bars, fruit, nuts

- Items to be delivered and setup 1 hour before musician call time

In witness whereof, the parties hereto have executed this AGREEMENT:

AGREED:

FOR: Lexington Fayette Urban County Government

BY: _____
Linda Gorton
Mayor of Lexington

Date

FOR: Lexington Philharmonic

BY: _____
Brooke Raby,
Lexington Philharmonic, Executive Director

Date