

PERFORMANCE AGREEMENT

AGREEMENT made **Thursday, April 30, 2026** 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
Jeffrey Spenner, *Guest Conductor*

IDEAL SCENARIO: (good weather plan)

Dates:	Time:	Location:
Thursday, July 2, 2026 (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)
Friday, July 3, 2026 (sound check)	7:00 - 7:20 PM	Outdoor stage on Morrison Lawn
Friday, July 3, 2026 (concert)	7:30 - 9:00 PM	Outdoor stage on Morrison Lawn

RAIN SCHEDULE:

If rain occurs during the scheduled performance time on July 3, the concert will be cancelled and the cancellation provisions in Section 12(b) shall apply.

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)**. Paid within 5 days following the performance.

- Fee includes orchestra, conductor, guest artist(s), stage manager, artistic logistics for rehearsals & performances, chairs, 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.), and orchestra, 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, risers for orchestra, 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).

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LEXINGTON PHILHARMONIC TERMS & CONDITIONS:

1. **Venue:** 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. **Stage:** Presenter will provide a sturdy and level covered (roofed) stage for all services at least 32' deep and 52' wide (subject to change pending program/orchestra size). The covering must cover the expanse of the stage. Sunshades 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.
3. **Sound:** For performances which require sound amplification and lighting equipment, Presenter shall provide appropriate personnel and equipment. (see technical rider)
4. **Piano:** Should a grand piano be required, Presenter will reimburse Philharmonic for rental and tuning of a grand piano.
5. **Licenses:** Presenter will furnish and pay for such local licenses, police, fire, and EMS services, and other items or personnel as required by Management of the place of performance or by public authorities.
6. **Presenter Event Oversight:** 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.
7. **Greenroom:** 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.
8. **Programs:** Philharmonic will design print and digital programs. Philharmonic will house digital program on their website. Presenter will pay for printing 2000 (half sheet) programs.
9. **Artist & Staff Parking:** 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.
10. **Recording:** Presenter will prevent the broadcasting, recording or photographing of the performance(s) without written consent from the Philharmonic.
11. **Insurance:** Presenter shall, (not less than fourteen (14) days prior to any performance hereunder), provide to the Philharmonic a certificate or certificates of insurance evidencing 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 legal defense available to Presenter.
12. **Weather:** 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.
 - (a) 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 and equipment rental.
 - (b) 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).

- (c) 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.
13. **Endorsement:** 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 or logo 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.
14. **Emergency Action & Safety:** 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;
- Presenter shall determine an emergency plan and communicate that plan at least fourteen (14) days in advance to Philharmonic for adequate preparation.
 - Presenter shall provide personnel adequate in number and training for security and crowd control purposes.
 - Presenter shall provide reliable communication facilities and operators for use in emergency situations.
 - Presenter shall maintain contact with a reliable weather service providing coverage of the performance site throughout the performance.
 - Presenter shall provide an emergency medical service unit on the premises of any outdoor performance.
 - 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.
15. **Anti-Discrimination Policy:** 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.
16. **Force Majeure:** 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, epidemic or pandemic of illness, those conditions that do not conform to the Philharmonic's Master Agreement (CBA) with musicians, or any other cause beyond control of the Philharmonic ("force majeure").
17. **Incapacity of Guest Artist:** 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.
18. **Indemnity:** 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.
19. **Communication:** All correspondence and communication regarding this agreement shall be between the signatories hereto and the Director of Artistic Operations of the Lexington Philharmonic.

TECHNICAL RIDER | 2026

This Technical Rider is an integral part of this Agreement

Staging, Lighting, Power

- **STAGE SIZE** 32' Deep x 52' Wide with (2) stair sets and (1) ramp
 - Stage to be fully covered, minimum 12' roof height
 - Sun/Rain sides must be provided to ensure orchestra members are not in direct sunlight or sideways rain
- **RISERS*** *LexPhil or Production Company will provide equipment
 - Three (3) 4'x8' risers @ 16" height
 - Three (3) 4'x8' risers @ 8" height
- **CHAIRS & STANDS**
 - 50 Wenger Style Black Musician Chairs
 - 60 Manhasset Style Music Stands
- **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. Please provide a "Conductor Special" to illuminate the conductor from upstage. LED fixtures preferred to minimize heat. Minimum 2 lighting cues: "Pre Show" and "Concert"
- **STAGEHANDS** LFUCG Parks & Recreation will provide reimbursement up to \$400 for LexPhil to hire stagehands to assist Philharmonic with load-in and load-out, including, but not limited to, helping with chairs, stands, stand lights, and risers.
- **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 the main electrical service. If a disconnect box is not available, Presenter shall provide a reasonably quiet generator as approved by the Lexington Philharmonic.

Musical Instruments

- Electric Keyboard, 88 keys, weighed type (Roland RD-2000, Nord Grand, Kurzweil Forte, or similar) and necessary cabling
- (4) Professional Tympani, plus additional Percussion Instruments per program requirements

Sound

- **LexPhil shall provide its own FOH sound engineer**
- **Sound Techs:** 2 additional sound techs familiar with orchestral sound reinforcement and all sound equipment being used during the performance
- **FOH Sound System:** 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
- **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:** (tbd) adequate microphones and monitoring for guest soloists

SAMPLE INPUT LIST - LEXINGTON PHILHARMONIC

<p>Group 1 - STRINGS</p> <ol style="list-style-type: none"> 1. Vln I - 1 DPA 4099 x2 2. Vln I - 2 DPA 4099 x2 3. Vln I - 3 DPA 4099 x2 4. Vln II - 1 DPA 4099 x2 5. Vln II - 2 DPA 4099 x2 6. Vln II - 3 DPA 4099 x2 7. Vla - 1 DPA 4099 x2 8. Vla - 2 DPA 4099 x2 9. Cello - 1 DPA 4099 x2 10. Cello - 2 DPA 4099 x2 11. Bass - 1 DPA 4099 x2 12. Bass - 2 DPA 4099 x2 13. Harp Beta 91 	<p>Group 4 - PERCUSSION</p> <ol style="list-style-type: none"> 30. Tympani Left AKG 414 31. Tympani Right AKG 414 32. Percussion - 1 AKG 414 33. Percussion - 2 AKG 414 34. Percussion - 3 AKG 414 35. Bass Drum Beta 52
<p>Group 2 - WINDS</p> <ol style="list-style-type: none"> 14. Flute - 1 KM 184 15. Flute - 2 KM 184 16. Oboe - 1 KM 184 17. Oboe - 2 KM 184 18. Clarinet - 1 KM 184 19. Clarinet - 2 KM 184 20. Bassoon - 1 KM 184 21. Bassoon - 2 KM 184 	<p>Group 5 - SOLOISTS</p> <ol style="list-style-type: none"> 36. HH - 1 Shure Beta 58 37. HH - 2 Shure Beta 58 38. Soloist Shure KSM 9 39. Soloist Shure KSM 9 40. Soloist Shure KSM 9 41. Soloist Shure KSM 9
<p>Group 3 - BRASS</p> <ol style="list-style-type: none"> 42. F Horn - 1 Shure Beta 58 43. F Horn - 2 Shure Beta 58 44. F Horn - 3 Shure Beta 58 45. F Horn - 4 Shure Beta 58 46. Trumpet - 1 AT 4050 47. Trumpet - 2 AT 4050 48. Trombone -1 AT 4050 49. Trombone - 2 AT 4050 50. Tuba AT 4050 	

