

## PERFORMANCE AGREEMENT

**AGREEMENT** made Tuesday, April 2, 2024 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:

Tuesday, July 2, 2024 (rehearsal)  
Wednesday, July 3, 2024 (sound check)  
Wednesday, July 3, 2024 (concert)

#### Time:

7:00 - 9:30 PM  
7:00 - 7:20 PM  
7:30 PM

#### Location:

Haggin Hall - Transylvania University  
Outdoor stage on Morrison Lawn  
Outdoor stage on Morrison Lawn

### RAIN SCHEDULE:

Concert will be canceled if it rains on July 3 during concert time. Rain date would have to be mutually agreed on between parties.

**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), Philharmonic 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, 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 5-6)
- Presenter will provide **\$250 buyout** for musician hospitality (page 7).

If performances must be moved to an alternate date (**Rain Date**), the Presenter agrees to pay the **Philharmonic** an additional **\$10,000 (Ten Thousand Dollars 00/100)** to perform on the Rain Date.

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### LEXINGTON PHILHARMONIC RUN-OUT TERMS & CONDITIONS:

This addendum is an integral part of this Agreement

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, tickets, ushers, ticket sellers, policemen, firemen and other items or personnel as required by Management of the place of performance or by public authorities.
4. Philharmonic will provide program copy for artistic content if requested, such as guest artist biographies, repertoire list, musician roster and program notes and Presenter may, at his sole discretion and expense, print house 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. 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 Associate Manager of the Lexington 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. The Parties acknowledge and agree that the COVID-19 Coronavirus pandemic is a force majeure event and that future occurrences due to COVID-19 are currently unknown and unforeseen.
9. Presenter will prevent the broadcasting, recording or photographing of the performance(s) without written consent from the Philharmonic.
10. 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 Lexington 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.
11. No person shall be denied admission to the performance(s) because of race, color, religion, sexual orientation or national origin.
12. Presenter shall save and hold harmless Philharmonic from and against all liabilities, claims, losses, damages, and expenses (including legal expenses), of whatever nature, that may be awarded to or asserted by any person whatsoever and arising out of Philharmonic's performance hereunder, except to the extent caused by the negligent, reckless or intentional actions of Philharmonic. Unless the same shall be specifically waived in writing, 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. Nothing contained herein is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, that Presenter may have as to any third party.

13. Presenter shall provide a venue representative and/or Presenter representative to be on the premises where any service is to occur continuously beginning one hour prior to the service and until the listening audience and/or performers have cleared the premises.
14. 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. If any performance is to be held outdoors, 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 premise 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.
  - G. Presenter will abide by any local and national COVID-19 health and safety guidelines in effect at the time of the event (July 3, 2023).
15. In the event that weather becomes a concern, the decision to move the concert will be based on a consensus of the Lexington Philharmonic, its Director of Artistic Operations, the Union Steward and the Orchestra Committee.
16. In the event the concert must be postponed or canceled due to rain, emergency conditions, or other situations rendering it impossible for the performance to occur at the outdoor location, the Lexington Philharmonic Director of Artistic Operations will notify the Presenter at the earliest time possible. The Lexington 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, relocated, or rescheduled as per this agreement.
17. 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, or moving the concert to the alternate indoor location, the Presenter agrees to pay any additional costs incurred including but not limited to musician overtime or equipment rental.
18. 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).
19. All correspondence and communication regarding this agreement shall be between the signatories hereto and the Director of Artistic Operations of the Lexington Philharmonic.

20. 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 65-95 degrees Fahrenheit.
21. Presenter will provide free parking to LexPhil musicians and staff behind Haggin Auditorium on the Transylvania campus or as close to the performance site as possible.
22. Presenter will provide water for up to 100 individuals at the concert site for musicians, guest artist(s) and stage crew.

## TECHNICAL RIDER | 2024

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 shade/rain sides available; 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** 2 for orchestra load in and load out

### 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 Tympani

### 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
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

#### Group 2 - WINDS

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

#### Group 3 - BRASS

20. F Horn - 1	Shure Beta 58
21. F Horn - 2	Shure Beta 58
22. F Horn - 3	Shure Beta 58
23. F Horn - 4	Shure Beta 58

24. Trumpet - 1	AT 4050
25. Trumpet - 2	AT 4050
26. Trombone - 1	AT 4050
27. Trombone - 2	AT 4050
28. Tuba	AT 4050

#### Group 4 - PERCUSSION

29. Tympani Left	AKG 414
30. Tympani Right	AKG 414

31. Percussion - 1	AKG 414
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32. Percussion - 2	AKG 414
33. Percussion - 3	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 mirror
- 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, Parks & Recreation

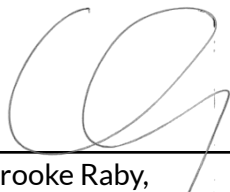
BY:

\_\_\_\_\_  
Linda Gorton  
Mayor

\_\_\_\_\_  
Date

FOR: Lexington Philharmonic

BY:

  
\_\_\_\_\_  
Brooke Raby,  
Interim Executive Director

4/2/2024

\_\_\_\_\_  
Date