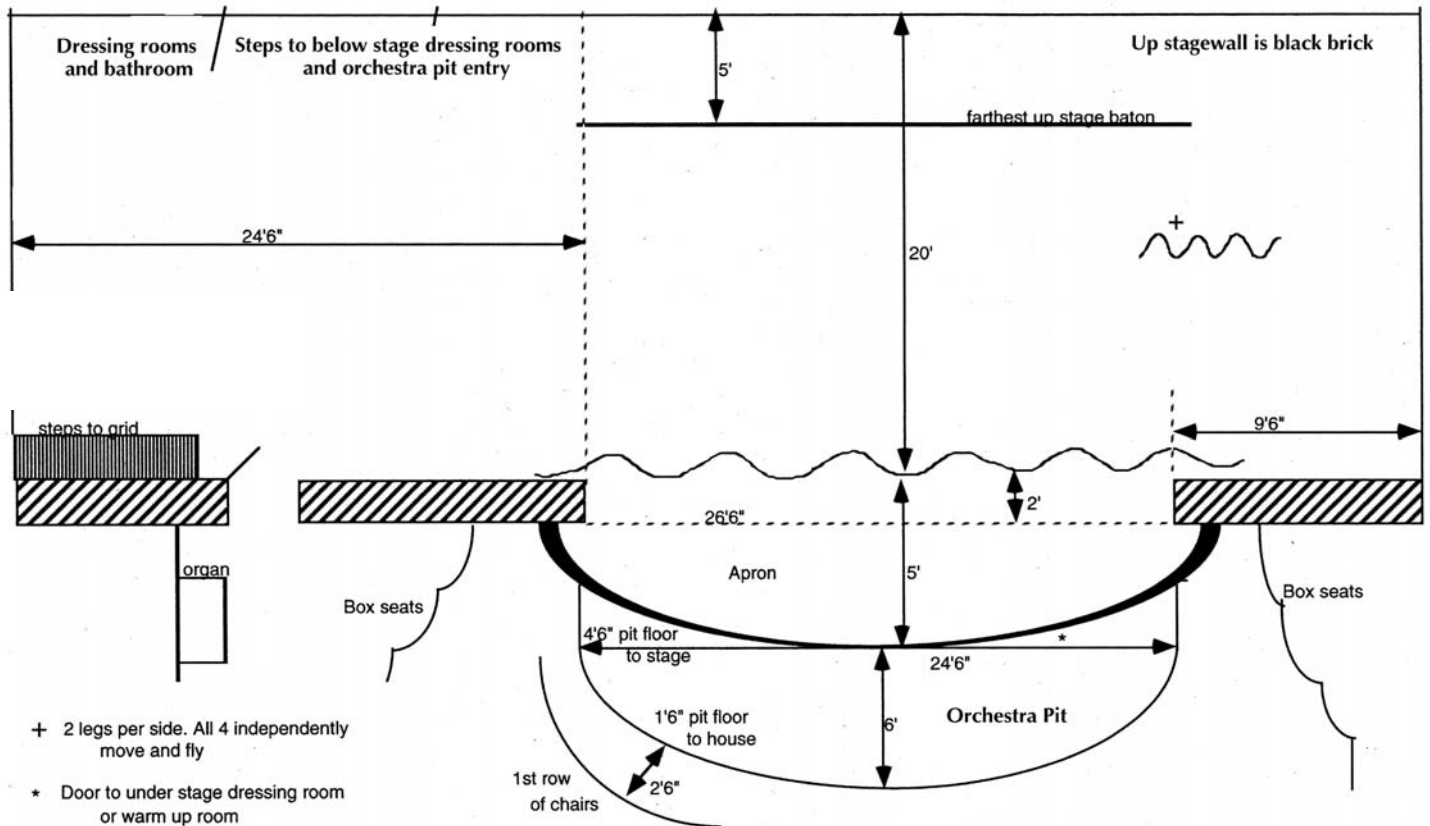


Technical

11. Theater Specifications



Seating capacity:

- 268 seats (188 main floor and 70 balcony)

Stage:

- Proscenium: 26 feet - 6 inches x 15 feet
- Depth: 3 feet apron to curtain, 20 feet curtain to back wall
- Crossover: behind back wall from dressing rooms to stage left
- Orchestra pit: 24 feet - 6 inches x 6 feet (normally covered with thrust)

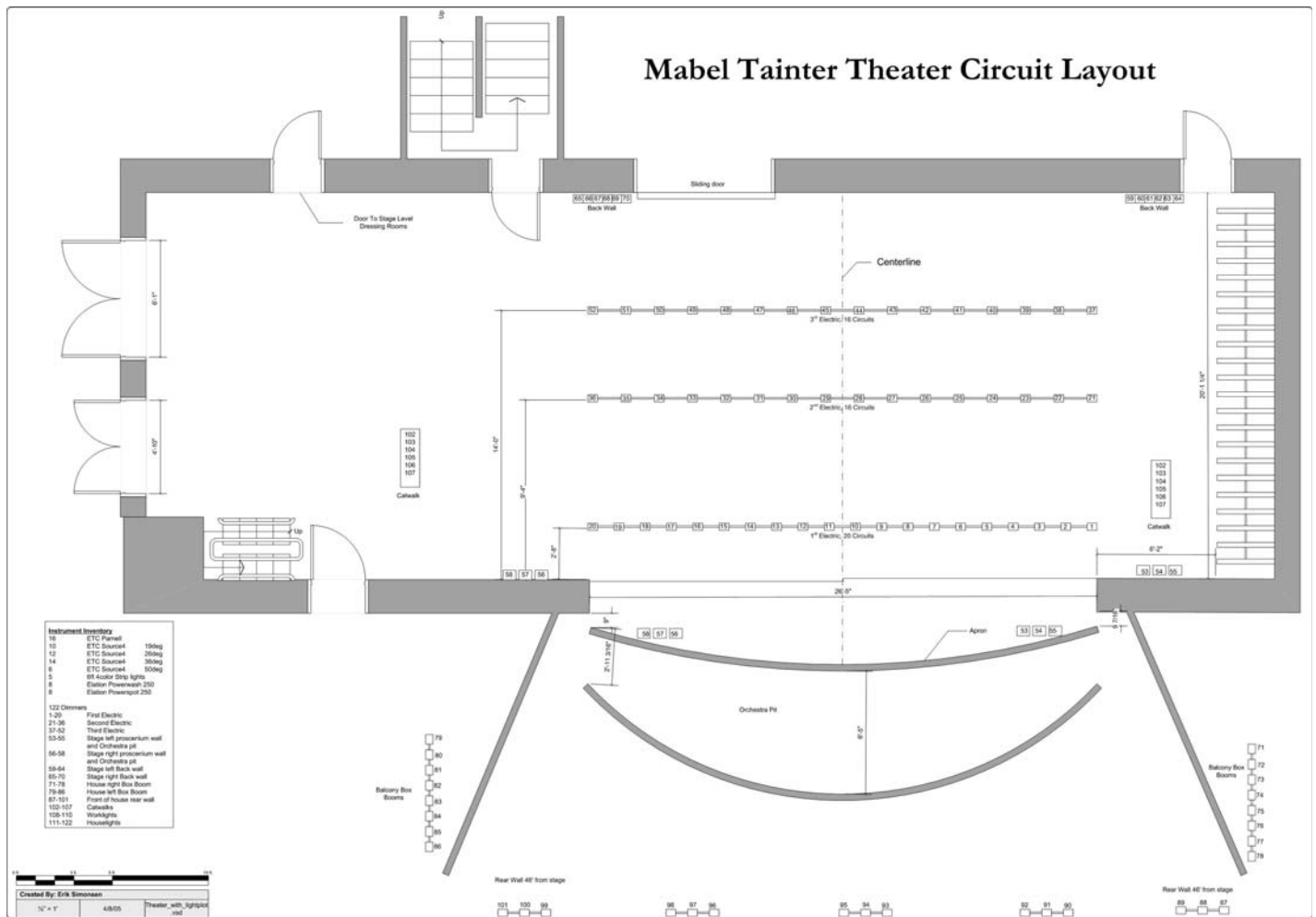
Sound: (see attached tech addendum)

- JBL house speakers
- Mackie TT 24 digital sound board
- CD / Mini-disk available
- Kawia Grand piano GS-40; 6 feet - 1 inch
- Communication system

Backstage:

- Dressing rooms (no showers)
- Backstage: 2 - two person dressing rooms
- Understage: 2 - group dressing room
- 1 - Chorus room with bathroom
- Main drape butterfly, tab, tableau curtain run
- 3 - floor traps with manual elevators
- Wing space: stage right 24 feet 6 inches x 20 feet; stage left 9 feet 6 inches x 20 feet
- Full counter weight rigging system
- Hydraulic lift loading dock with direct backstage access

11. Theater Specifications *continued*



Electrics:

- Road service power: 120 & 220 outlets at 20 to 60 amps
 - Congo Jr. with 120 - 20 amp circuits, dimmer per circuit
 - Front of House: 48 feet to stage, 10 - 20 amp circuits split, four each house right & left and 2 center
 - Side arms: 30 feet to stage. 8 - 20 amp circuits each house left and right
 - Stage electric: 3 overhead electrics
 - No follow spot
12. All technical requirements as modified for **Presenter's** facilities must be received no later than six weeks prior to the performance date. If these modified requirements are not received by the specified time, **Presenter** is relieved of responsibility for fulfilling the requirements and will determine appropriate technical support. **Presenter** has final decision making authority regarding light plots and sound levels. The technical request should include, but not be limited to:
- a. Light plot and schedules. Light plots should be designed around the **Presenter's** physical capabilities. **Presenter** will request and/or make changes if otherwise.
 - b. Scene list/arrangement. Indication of the number of stagehands needed for setup and performance with an indication of their duties and needed times of availability.
 - c. List of needed sound equipment.
 - e. Rigging schedule. List of all special equipment needed.
 - g. All candles, cigarettes, flash powder, hazers, explosives, fire, lasers, or any other dangerous devices **must have prior written approval from the Presenter**. Detailed specifications are required for approval three weeks prior to the performance date.

13. For any performance requiring amplification of recorded audio material or amplification of live sources, **Presenter** requires a thorough one (1) hour sound check to be completed at least one (1) hour prior to the initial performance. The primary purpose of the sound check will be to establish appropriate levels, equalization, and distribution for the performance including levels for the auditorium's Hearing Impaired System. The sound check will be considered complete by joint agreement of the **Presenter's** technical director and the **Artist(s)**'s audio engineer or designated representative. **Presenter** reserves the right to make final judgment on sound levels. The auditorium is intolerant of high levels of sound from stage monitors and acoustic and sound reinforced instruments. When over-reinforced, voices become garbled and unintelligible. With proper adjustments and cooperation, the patrons will enjoy the show they have paid to see. Final sound quality throughout the performance will be judged by the ear rather than data produced by real time analyzers. **Artist(s)** agrees to adjust sound levels immediately and in accordance with instructions by the **Presenter's** designated representative when requested. Should the decision be made to use a sound system or portions of a system that are supplied by the **Artist(s)**, **Presenter** requires an audio feed for the Hearing Impaired System.
14. Penetrations in the stage floor — nails, screws, staples, stage screws, etc. — are prohibited. Heavy equipment which can damage the stage floor (i.e., drum kits) may need special precautions and clearance by the **Presenter's** Facility Manager.

Force Majeure and Cancellations

15. Force Majeure: **Presenter** or **Artist(s)** shall not be liable for failure to present if such failure is caused by or due to the physical disability of **Artist(s)** or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, fire, bomb scares, blackout, interruption or delay of transportation service, or any cause beyond control of **Presenter** or **Artist(s)**.
16. Closings of public schools because of weather conditions will be considered a Force Majeure. School time matinees will be canceled and this contract be considered null and void under such circumstances. An attempt to reschedule shall be made.
17. Cancellation: **Artist(s)** shall be responsible for and agrees to pay **Presenter's** out-of-pocket expenses necessitated either by change of date or cancellation initiated by the **Artist(s)** or **Artist(s)** Management. All such expenses shall be documented by **Presenter** and shall be presented to **Artist(s)** within thirty (30) days following the contracted date of the performance. The **Artist(s)** shall reimburse by check made payable to Mabel Tainter Center for the Arts within thirty (30) days following receipt of such statement.

Policies and Legalities

18. **Artist(s)** shall encourage responsible audience behavior at all times. Any activities of the **Artist(s)** that lead to destructive behavior is just cause to stop the performance and to terminate the contract. If such destructive audience behavior occurs at **Artist(s)**'s shows prior to the scheduled appearance at Mabel Tainter Center for the Arts, **Presenter** may terminate this contract with no payment to the **Artist(s)**. **Artist(s)** must then conform to conditions in Section 18.
19. Eating or drinking is not permitted on the stage or in the auditorium. Smoking is prohibited everywhere in the building. The use of illegal substances is prohibited on the premises.
20. **Artist(s)** agrees to indemnify and hold **Presenter** harmless for any and all damages to the premises, equipment, or properties of **Presenter** caused by **Artist(s)** or **Artist(s)** staff, either intentionally or through negligence. Specifically, said damages will be paid for by **Artist(s)** or will be deducted from the **Artist(s)**'s fee. It is further understood that **Presenter** will furnish Artist Management with a detailed statement of all such damages and cost of repair.
21. The **Presenter** will not pay for services not received.
22. In connection with the performance of work under this contract, the **Artist(s)** agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.05(5), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **Artist(s)** further agrees to take affirmative action to ensure equal employment opportunities.

The **Artist(s)** agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

State of Wisconsin Income Tax

23. Wisconsin Law (reference: Sections 71.05 (2), 71.64 (4) + (5), and 71.80 (15) of Wisconsin State Statutes) passed May 1, 1982, **affects contract prices in excess of three thousand two hundred dollars (\$3,200) of non-resident entertainers and entertainment corporations.** Non-resident entertainers and non-resident entertainment corporations are required to post a bond or cash deposit in the amount of six percent (6%) of contract price with the Wisconsin Department of Revenue for income tax payment. **Presenter** will be required to withhold six percent (6%) of contracted fee unless evidence of non-profit incorporation, bond or deposit is furnished to **Presenter** at least twenty-one (21) days prior to performance.

FOR PROFIT:

Cash deposits and posting of bonds should be made with Wisconsin Department of Revenue, P. O. Box 8906, Madison, WI 53708, or **Presenter** will withhold six percent (6%) of the contract amount.

NOT FOR PROFIT:

Proof of non-profit status must be furnished to Wisconsin Department of Revenue, P. O. Box 8906, Madison, WI 53708, or by calling 608-266-3645. Such proof exempts **Artist(s)** from the six percent (6%) withholding tax requirement. Please include letter of exemption when returning your completed contract to us.

| FORM WT-11 | | Nonresident Entertainer's Application AND Receipt for Surety Bond, Cash Deposit, or Withholding by Employer | | | |
|--|--------------------------------|--|----------------------|---|-----|
| PART 1 – Department Copy | | | | Mail to: Wisconsin Department of Revenue PO Box 8906 Madison WI 53708-8906 | |
| 1. Type or print all information – press firmly. This is a three-part form, no carbon paper required. | | | | | |
| 2. Read instructions on reverse side of Part 3 before completing this form. | | | | | |
| 3. Mail to Wisconsin Department of Revenue, along with the bond, deposit, or withholding. | | | | | |
| A | Entertainer Information | Stage or professional name of nonresident entertainer | | | |
| True name of entertainer | | | | | |
| Check appropriate box and enter identifying number <input type="checkbox"/> Individual (SS#) <input type="checkbox"/> Corporation (FEIN) <input type="checkbox"/> Partnership (FEIN) <input type="checkbox"/> Other (FEIN) | | | | | |
| Business address: number and street | | | City or post office | State | Zip |
| B | Employer Information | Name | | Telephone number | |
| Address: number and street | | | City post office | State | Zip |
| C | Performance Information | Date of performance | Total contract price | Location of performance (city and state) | |
| | | | \$ | | |
| <input type="checkbox"/> Amount withheld by employer | | <input type="checkbox"/> Surety bond enclosed | \$ | Amount of bond, cash deposit, or withholding; 6% of total contract price above. | |
| <input type="checkbox"/> Cash deposit enclosed | | | | | |
| ▶ I declare that this return is true, correct, and complete to the best of my knowledge and belief. | | | | | |
| Signature (see reverse side) | | Title | Date | | |
| W-011 (R. 4-01) | | This space for Department use only | | | |
| | | Receipt for: <input type="checkbox"/> Surety Bond <input type="checkbox"/> Cash Deposit | | \$ | |
| | | Department Representative | | Date | |

Authority to Pay

24. The Wisconsin Department of Revenue requires the Taxpayer Identification Number Verification (W-9) Form to be completed for the Mabel Tainter Center for the Arts to process checks. Please return with contract. We will need one form for every check recipient. If the check is made payable to the Artist Management, a W-9/TIN is also required from the **Artist(s)**.



DO NOT send to IRS

Taxpayer Identification Number (TIN) Verification

Print or Type

Please see attachment or reverse for complete instructions.

This form can be made available in alternative formats to qualified individuals upon request.

| | |
|---|--|
| <p>➤ Legal Name (as entered with IRS) If Sole Proprietorship enter your Last, First, MI</p> | <p>➤ Entity Designation (check only one) <u>Required</u></p> <p><input type="checkbox"/> Individual / Sole Proprietor</p> <p><input type="checkbox"/> Corporation (includes service corporations)</p> <p><input type="checkbox"/> Limited Liability Company</p> <p><input type="checkbox"/> Government Entity</p> <p><input type="checkbox"/> Hospital Exempt from Tax or Government Owned</p> <p><input type="checkbox"/> Long Term Care Facility Exempt from Tax or Government Owned</p> <p><input type="checkbox"/> All Other Entities</p> |
| <p>➤ Trade Name If doing business as (D/B/A) or enter business name of Sole Proprietorship</p> | <p>➤ Taxpayer Identification Number (TIN) If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.</p> <p>-----</p> <p>Check Only One <u>Required</u></p> <p><input type="checkbox"/> Social Security Number (SSN)</p> <p><input type="checkbox"/> Employer Identification Number (EIN)</p> <p><input type="checkbox"/> Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)</p> |
| <p>➤ Primary Address (for return of 1099 form) PO Box or number and street, City, State, ZIP + 4</p> | |
| <p>➤ Remit Address (where check should be sent if different from primary) PO Box or Number and Street, City, State, ZIP + 4</p> | |
| <p>➤ Order Address (where order should be sent if different from primary) PO Box or number and street, City, State, ZIP + 4</p> | |
| <p>➤ Certification Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 1. The number shown on this form is my correct taxpayer identification number, AND 2. I am not subject to back up withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to back up withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. | |

| | | |
|--------------|---------------|----------------------------|
| Printed Name | Printed Title | Telephone Number () |
| Signature | | Date (mm/dd/ccyy) |

| For Agency Use Only | | |
|---------------------|---------|--------------|
| Agency Number | Contact | Phone Number |

Change
 Name Address Other (explain)