

# EXHIBIT B

## Ford Amphitheatre Partnership Program Riders

### I. TECHNICAL RIDER

The Ford Theatres Production Manager or a designated representative will be the primary contact for all of Licensee’s technical and production requirements including final production schedule and budget estimates for crew and equipment.

**Production Costs**

The preliminary cost estimate, based on a meeting with the Ford Theatres’ Production Manager, is included in this contract package.

Technical crew is scheduled as needed and billed to the Licensee according to the following rate schedule:

Type	First 8 hours in a day (“base rate”)	Hours over 8, but less than 12, in a day	Hours over 12 in a day
Stage Supervisor, Sound Monitor Engineer	\$33.00/person/hour	\$49.50/person/hour	\$66.00/person/hour
House Audio Engineer, House Master Electrician	\$33.00/person/hour	\$49.50/person/hour	\$66.00/person/hour
Other Technical Crew	\$23.00/person/hour	\$34.50/person/hour	\$46.00/person/hour
35 mm Projectionist	Public Screenings, Monday - Saturday: \$350/night Public Screenings, Sundays: \$525/night Set-ups and pre-screenings: \$60/hr with a 4 hour minimum call.		

These rates, applicable on both rehearsal and event days, are for set-up, rehearsal, event, strike and restore.

With prior approval of the Ford Theatres’ Production Manager, Licensee may use its own crew for load-in, load-out, and set-up of equipment, if the equipment is provided by Licensee. Licensee must use the Ford Theatres’ crew for hanging and focusing lights, rigging, utilizing any Ford Theatre equipment, and operating or supervising the Ford’s sound and lighting control consoles.

**Production Meetings**

Licensee must meet with the Ford Theatres’ Production Manager or a designated representative no later than 30 days prior to the event to review and set the event production schedule, and confirm technical crew costs, and final technical arrangements for the event. Any changes to the production schedule must be made no later than two weeks in advance of the production. Any changes necessary after the two week period must be authorized by the Ford’s Production Manager and will result in additions or reductions to crew personnel and schedule, as determined necessary by the Ford’s Production Manager. Licensee will be responsible for any additional crew charges incurred as a result of changes in the production schedule.

The final event production schedule must include crew breaks and meal periods that are consistent with the California Labor Code. Licensee shall be assessed a **meal penalty** equal to one hour of the base rate for each crew member that is not provided a scheduled meal period in accordance with the final event production schedule.

### **Technical Equipment**

Visit <http://www.FordAmphitheatre.com/en/ford/technical.asp> for information regarding the Ford's lighting, sound and projection equipment, or call (323) 856-5785 for a complete technical equipment information package. There are no additional charges for use of the Ford's standard lighting package, front-of-house sound system or 35 mm projectors. The following charges shall apply for use of the Ford's stage monitor sound systems:

Package	What	Cost
Basic	4 or More Wedge Speakers, 3 Channel Front-of-house Mix	\$350/day
Full Concert	Up to 13 stage Wedge Speakers, Mixed from Stage Console	\$600/day

### **Stage Policies**

**Sound Limit:** The sound level output as measured at the sound mixing console located at the rear of the amphitheatre may not exceed 95 dBs at any time. Violations of this policy will result in a \$1000.00 penalty per occurrence to be deducted from the gross box office proceeds or invoiced to Licensee at the time of settlement. *This policy will be strictly enforced.*

**Audience Dancing:** Audience members are prohibited from being onstage during performances. *This policy will be strictly enforced.*

**Curfew:** All events must end by 11:00 P.M. Violation of this policy will result in a \$1,000 penalty for the first minute, with an additional \$500.00 for every five minute increment thereafter to be deducted from the gross box office proceeds or invoiced to Licensee at the time of settlement. *This policy will be strictly enforced.*

### **Backstage Access/Passes**

Color coded wristbands are required for all of Licensee's personnel for stage, backstage, and early access. Wristbands will be provided by the Ford.

The distribution of backstage wristbands will be controlled by the Ford's staff. All access wristbands are only for performers, producers and technical crew.

Licensee must provide the Ford's Event Services Manager with the following access lists no later than 24 hours before the event.

1. All-Access ( for performers, producers and crew)
2. Green Room (for guests and family members)
3. Early Access (for vendors and reception set-up personnel)
4. Camera and video

All lists should be sent by email in Microsoft Word (or compatible) documents with names in alphabetical order by last name.

Green room capacity may not exceed 35 persons including artists.

**Tickets are required for all guests, artists, and crew who wish to view all or part of the performance from the house.**

*Please note: The stage right artist entry ramp may not be used as a seating/viewing area.*

**Backstage Catering and Hospitality**

Licensee is responsible for providing any backstage catering for artists and crew.

**Backstage Clean-up & Exit Walkthrough**

Licensee is expected to leave the backstage areas (green room, dressing rooms, [Inside] the Ford) of the theatre in a clean, neat and ready state, the same as when Licensee arrived. Rubbish and debris is to be removed from all backstage areas and placed in the trash bins located near the artist entrance. Before leaving, the Ford's Stage Supervisor will perform a walkthrough with Licensee to evaluate the condition of the backstage areas. Licensee will be charged a fee of \$350.00 if Ford staff determines that the premises are not left in a good and clean condition.

## II. FRONT OF HOUSE RIDER

The Ford's Event Services Manager or House Manager will communicate with Licensee in all aspects of Licensee's front of house requirements including house staffing, security, crowd control and parking, as well as coordination of all pre-event activities and receptions on the plaza or elsewhere on-site.

Licensee must designate a primary contact person for communicating with the Ford's Event Services Manager for all front of house related events. Their name and contact information must be submitted to the Ford's Event Services Manager at least 30 days in advance of the performance date.

### House Policies

**Tickets and Admittance:** Every person must have a ticket to enter the Ford Amphitheatre seating area. Backstage wristbands do not allow entry to the house.

**Programs:** Licensee is required to provide 1,000 programs for each evening event. (See Marketing and Publicity for specific details as to format). Any unused programs may be collected by the Licensee at the end of the event. The Ford is not responsible for unused programs left at the theatre. Any unused programs must be collected by the Licensee at the end of the event and removed from the venue or will be disposed of in the trash bins by the Artist's Entrance. **The Ford is not responsible for unused programs left at the theatre.**

**Opening the House:** The gates to the entranceway picnicking area are opened two hours prior to all evening events. The house (theatre) doors are opened one hour before the evening event is scheduled to begin. A delay in opening the house and/or beginning the event of more than fifteen minutes is subject to a \$500.00 penalty which will be deducted from gross box office proceeds at the time of settlement.

**Intermission:** Except for films, all events must have a minimum of one 15 minute intermission. Failure to have a required intermission will result in a \$500.00 fee to be deducted from gross box office proceeds at the time of settlement. If the proceeds in the box office are insufficient to cover any fees incurred an invoice will be sent to the Licensee for collection of payment. *This policy will be strictly enforced.*

### Front of House/Security Guidelines

The Los Angeles County Arts Commission provides a basic house staff for each event consisting of a House Manager, ticket takers, usher staff, and a merchandise sales associate (when appropriate). The Ford may augment the basic house staff with volunteers.

The Ford will furnish a professional security staff for performances that require security personnel. This will be determined by the Licensee in agreement with Event Services Manager and the Ford's Managing Director. The standard security staff includes one supervisor and a five person team who are scheduled for a minimum of four hours per shift.

If additional hours or security personnel are required or otherwise deemed necessary by the Ford's Event Services Manager in consultation with the Ford's Managing Director, **Licensee will be responsible** for paying the additional costs billed according to the following rates:

First 8 hours	Over 8, but less than 12 hours	Over 12 hours
\$30/person/hour	\$50/person/hour	\$60/person/hour

The additional costs will be deducted from Licensee's gross box office proceeds at the time of settlement.

### **Merchandise Sales**

Licensee's merchandise (CDs, T-shirts, videos, etc.) may be sold on the day of the event. All merchandise sales must be approved by the Event Services Manager. Producers may choose one of the following merchandise sales options:

1. A 25% commission, payable to the **Ford Theatre Foundation**, applies to all merchandise sales. For merchandise sold directly by Licensee or vendors, a sales inventory form must be completed at the opening and close of sales. All vendors must provide their own merchandise sales people.
2. Licensee's merchandise may be sold by Ford house staff. A 25% commission and 8.75% California sales tax will be deducted from total revenues. A settlement check will be sent to Licensee within 10 business days. Requests for Ford sales staff must be made in advance of the date of the event. For sales conducted by Ford staff, artist merchandise must be delivered to the House Manager at least three hours prior to the performance. Any unsold merchandise must be retrieved at the conclusion of the event.
3. A \$100 "buy out" fee may be paid to the Ford Theatre Foundation. This fee will cover up to four separate vendor tables. There is a \$25 fee for each additional table. All vendors must provide their own merchandise sales personnel. Licensee is responsible for paying "buy out" fee in cash or check (to "the Ford Theatre Foundation") before gates open to the theatre. Otherwise the percentage fees will go into effect.

The Ford is not responsible for merchandise left at the theatre for more than 72 hours after the event.

### **Food Sponsorships**

Food sponsorships which include food sales or giveaways of any kind are prohibited.

### **Beverage Sponsorships**

***Other than beer and wine, no alcohol is allowed on the Ford Theatres premises.*** All beverage tastings must be approved by the Event Services Manager.

All beer, wine or non-alcoholic beverage tastings must be offered in no larger than a 4 ounce serving. Alcoholic beverages for any tastings must be poured by the Ford's catering company bartenders.

Whole servings of non-alcoholic beverages in cans or plastic bottles may be handed out only after the event and outside the Ford front gates.

Beer or wine sponsors may request an exclusive on concessions sales. Requests for exclusive sales must be made to the Ford's catering company.

### **Pre-Show Activities**

All pre-show activities, receptions and beverage sponsorships must be approved by the Ford's Event Services Manager.

### **Post Show Activities**

Other than Edison Plaza artist "meet and greet" autograph signings, no post show activities are allowed.

### **Receptions**

The Ford's indoor theatre stage or a portion of Edison Plaza are available as pre-show reception areas for a \$300 fee. Fee will be deducted at the time of settlement.

### **Catering**

The Ford's concessionaire owns and operates the venue's "beer and wine only" alcohol license. Patrons are allowed to bring food as well as beer and wine onto the premises for personal consumption. Any alcohol available to the public must be distributed by the Ford's concessionaire. The Ford's concessionaire is available to cater receptions, parties and other on-site activities. All receptions are to use the Ford's catering company. All fees and agreements are to be negotiated with the Ford's catering company.

Licensee is responsible for providing any backstage catering for artists and crew.

### **Parking**

The Ford Theatres parking lot is managed by the Hollywood Bowl. All patron vehicles are stack parked. Parking is \$5.00 per car. Licensee will receive 15 complimentary parking passes per performance. Trucks and busses will require 3-4 parking passes depending on length. All load-in/load-outs must be coordinated with the production manager.

Additional passes can be purchased from the box office at least 48 hours in advance of your event or from the parking lot attendants starting four hours before your event. All parking is first come, first served.

**Please Note:** Parking at the top of the hill is reserved for cars displaying disabled placards only. All other vehicles will be ticketed and towed.

Licensee's artists and staff should park as directed in one of the following parking areas:

1. On the north side of the service road running up the hill to the backstage artist entrance (approximately 15 spaces are available);
2. In the spaces directly adjacent to the blue bungalow building in the main parking lot;
3. Artists and staff may also park in the upper or lower lot stacked parking areas.

Free parking is available at the Universal Metro Station lot which has a free shuttle service beginning two hours before performances.

### **III. PHOTOGRAPHY & RECORDING RIDER**

#### **Still Photography**

Any press or photographers hired by Licensee may take photos from designated areas only. Photo passes are available through the Ford's communications department. Press and Professional photographers are not allowed in audience during event.

#### **Archival Recordings – Audio**

Events may be audio recorded for archival purposes. Licensee (and any individuals involved in making the recording) must sign and return to the Ford Theatres Administrative Office the *"Understanding of Use of Permitted Recording"* form included in their contract package. At the Licensee's final technical meeting (at least 30 days in advance of the event), Licensee must alert the Ford Theatre's Event Services Manager of Licensee's intention to audio record the event and make technical arrangements with the Ford's Production Manager. Licensee's recording personnel are required to wear photo/video wristbands provided by the Ford for access to the tech well at the back of the house or any other backstage areas.

All archival recordings are "post fade" and will only capture that audio which the audience hears through the front of house PA system. No special mixing will be done by the Ford's audio department for any reason for an archival recording. The licensee is responsible for providing all media necessary to accomplish the recording including but not limited to CD-R or CD-RW.

*Note: Any subsequent commercial use of a recording originally made for archival purposes requires an addendum to the licensing agreement and payment of a recording fee (see "Other Audio and Video Recordings" below).*

#### **Archival Recordings – Video**

Events may be videotaped for archival purposes. No more than two (2) cameras are allowed to make an archival recording. Licensee's recording personnel are required to wear photo/video wristbands provided by the Ford for access to the tech well at the back of the house or any other backstage areas. Any audio recording taken in conjunction with the archival video recording must be done so in compliance with the "Archival Recordings- Audio" policy above.

Licensee (and any individuals involved in making the recording) must sign and return to the Ford Theatres Administrative Office the *"Understanding of Use of Permitted Recording"* form included in this contract package. Cameras must be stationary and placed in designated areas only.

#### **Other Audio and Video Recordings**

Audio or video recording by Licensee intended for commercial distribution, or video recording with more than two cameras requires the following:

- 1) Consent of the Ford's Managing Director;
- 2) 7 days advance notice;
- 3) Advance payment of a minimum \$3,000 recording fee;
- 4) Advance visit and tour of the facility by the video recording company and licensee or representative.

Licensee must also sign an addendum to the license agreement to release commercial distribution rights.

Third party production company recordings may not take place without prior consent of Ford's Event Services Manager. Any third party production company wishing to video or audio record the event for any purpose must contact the Ford's Event Services Manager at least one week prior to event date.

Licensee agrees that all authorized uses of the televised and/or audio recordings shall carry the following or similar credit:

*“Recorded at the John Anson Ford Amphitheatre, a regional park of the County of Los Angeles devoted to the presentation of the performing arts and operated by the Los Angeles County Arts Commission.”*

#### **IV. TICKETING AND BOX OFFICE RIDER**

##### **Admission Tickets**

With the exception of babies sitting on laps, every person must have a ticket to enter the Ford Amphitheatre on event days. Licensee may not allocate more tickets than the venue's capacity.

##### **County and Press Complimentary Tickets**

For each event, 32 complimentary tickets are reserved and held by the LA County Arts Commission for County use. An additional 20 complimentary tickets are reserved and held by the Arts Commission for press. The County retains the right to distribute additional complimentary tickets to charitable organizations. Unused tickets will be returned to inventory for sale.

##### **Ford Ticket Setup Form**

The Ford Theatres box office handles phone, internet, fax and mail orders as well as advance and day-of-event walk-up window sales. Licensee must complete and return the **Ticket Set up Form** to the Ford's Box Office Manager. Licensee is required to use the Ford Box Office as their primary ticketing source.

##### **Subscription & Other Discount Tickets**

Licensee's event is part of the Ford's subscription program in which orders for three or more events or "Friends of the Ford" donors receive a 20% discount. Licensee may choose to offer additional discounts. The Ford does not offer senior citizen discounts.

##### **Producer Complimentary Tickets**

Licensee may request complimentary tickets for their own use and distribution. Tickets will be coded complimentary and are not to be sold. A per ticket printing charge will apply.

NOTE: Producers will be charged the license fee on any dollar value tickets distributed; therefore, it is not advised to give out paid tickets complimentary.

##### **Consignment Tickets**

Licensee may request consignment tickets. Once issued, consignment tickets may be returned to the box office 48 hours in advance of the show. The full value of all consignment tickets are included in calculating gross box office proceeds.

Consignment tickets are issued in batches of no more than 100. For Licensee to receive additional consignment tickets beyond the initial 100, one of the following conditions must be met:

- (a) Licensee has provided an additional deposit to the County equal to the value of any previously consigned tickets; or
- (b) Deposits by Licensee plus any ticket revenues being held by the County are equal or exceed all of the producer's anticipated production expenses.

Once condition (a) or (b) is met, Licensee may continue to consign tickets in batches of 100.

In the case of an event cancellation, patrons seeking refunds or exchanges for consignment tickets will be directed to the Licensee. The Ford Box Office will not provide refunds on consigned tickets.

##### **Refunds And Exchanges**

The Ford Theatres do not offer ticket refunds or exchanges for any event.

##### **Patron Data Exchange**

Licensee may request a list of all patron data collected by the Ford box office from ticket sales. If Licensee sells more than 20% of the total tickets distributed on consignment, they agree to provide the Ford Box Office with complete patron data of all consigned tickets. The final settlement check will not be issued until

after this patron data exchange.

For more information, please review the Ford Theatres Box Office Policies and Guidelines in the online Artist's Workbook or contact the Ford's Box Office Manager at 323-769-2147.

## V. MARKETING AND PUBLICITY RIDER

Licensee is **required** to do the following as part of the total marketing effort:

### **Maintain Exclusivity**

Programs and artists identical to those featured at the Ford Amphitheatre may *not* appear at any other site in Los Angeles County within the period *three months prior to or three months after* the scheduled Ford event. Other Los Angeles appearances too close to the Ford appearance often lead to diminished audience attendance and ticket sales.

### **Provide Visuals for Direct Mail and Online Materials**

Photographs, preferably color, must be given to the Productions Marketing Manager according to the following schedule:

- For general Ford summer season marketing materials – early January
- For dedicated online event page on the Ford Web site – by late February
- For postcards for events between May and July – early March
- For postcards for events between August and October– early May

For specific deadline dates visit

<http://www.fordtheatres.org/en/artist/workbook/summer/admin>.

All photographs submitted for use on the Ford Web site, printed season materials and postcards must include:

1. The name of the photographer;
2. The names of the persons shown in the photograph if only one or two are shown; and
3. A signed statement, provided by the Ford, confirming that the Licensee has permission to use the photographs for marketing and publicity purposes.

### **Attend Marketing Sessions**

All Ford partners are required to attend one of two Ford Marketing Workshops held in early February 2012 (for May through July events) and early April 2012 (for August through October events), specific dates to be determined. Notices of the marketing workshops will be emailed to partners by the Communications office.

### **Create and Execute a Public Relations Marketing Campaign**

**Licensee is required to have a public relations person on staff or hire one** to publicize Licensee's Ford event. Publicist/marketing person will create and distribute a press release, contact press for advance publicity and same day coverage/reviews of its event, and be present at the event itself to greet media guests. A draft of the press release must be submitted to the Ford's Director of Communications for approval no later than 8 weeks prior to Licensee's event. The press release must credit the County of Los Angeles and include standard Ford information provided in the artist workbook: See <http://www.fordtheatres.org/en/artist/workbook/summer/mpr> marketing and public relations section.

### **Pay for Postcard Mailing Costs**

The Ford will pay for the printing of a postcard to be used for promoting Licensee's event. **Licensee is responsible for paying for the postage** for those postcards it chooses to mail, as well as the associated mailing house costs (for list sorting, printing and affixing labels, bundling and delivering to the post office).

### **Provide a Printed Program Insert**

**Licensee is required to provide program inserts** for Licensee's event to be inserted by Ford house staff in the Ford's standard program wraparound. A minimum of 1,000 inserts are required for each evening event

(e.g., two evenings of the same event require a minimum of 2000 inserts). There are **no exceptions** to this minimum.

The Ford will provide the Licensee with formal requirements for the insert in the online Artist's workbook. See <http://www.fordtheatres.org/en/artist/workbook/summer/mpr>. Inserts must be delivered to the Ford one week prior to performance. Delivery is Licensee's responsibility.

Program Inserts must include:

- The date and time of the event.
- The event selections.
- Full cast lists, including all featured performers and musicians.
- Licensee's staff and organization personnel.
- Licensee's biographies and/or Licensee organization history.
- If different than Licensee, artist's biographies and/or organization history.
- Program notes, if applicable.
- Recognition of the Los Angeles County Board of Supervisors, as shown below.

**Credit the County of Los Angeles**

Licensee shall credit Los Angeles County as a co-sponsor in all authorized printed inserts and in all advertising, including radio and television, concerning the event(s).

Press releases will include the following statement:

*This event is part of the 2012 Ford Amphitheatre Summer Season; a multi-disciplinary arts series produced by the Los Angeles County Arts Commission in cooperation with Los Angeles County-based arts organizations.*

Programs will include the following statement:

*Special thanks to the Los Angeles County Board of Supervisors for their continuing support of the John Anson Ford Theatres, a County Regional Park operated by the Los Angeles County Arts Commission.*

**Use Ford Amphitheatre Branding on Promotional Materials**

All advertisements, fliers and other promotional electronic or printed materials not published by the Ford must be reviewed by the Ford's Productions Marketing Manager and Box Office Manager prior to publication/distribution and must include the following information in the "Franklin Gothic" type face(s) shown below:

The theatre name is in **Franklin Gothic Heavy**.

The address and TICKETS are in Franklin Gothic Book.

The phone number and web site address are in **Franklin Gothic Demi**.

**Ford Amphitheatre**

2580 Cahuenga Blvd. East, Hollywood, CA 90068

TICKETS:

**www.FordTheatres.org**

**323 461-3673**

Jpgs and eps files of the above are available in the Artist Workbook at

<http://www.fordtheatres.org/en/artist/workbook/summer/mpr>.

## **VI. INSURANCE COVERAGE REQUIREMENTS**

As a lessee of the Ford Theatres, the minimum types and limits of coverage you must carry are as follows:

### **General Liability**

General Aggregate – \$2 million  
Each Occurrence – \$1 million  
Products and Completed Operations – \$1 million  
Personal and Advertising Injury – \$1 million  
Fire Legal Liability – \$50,000

### **Required Additional Insureds**

Your insurance policy must be endorsed to provide County additional insured status as follows:

*“The Los Angeles Philharmonic, Crumble Catering Inc., Ford Theatre Foundation and the County of Los Angeles and its Special Districts, and their elected and appointed officers, employees, volunteers and agents.”*

Attach a copy of the Additional Insured Endorsement Form to the certificate of insurance to verify that the above have additional insured status.

### **Certificate of Insurance**

The Certificate of Insurance must be faxed to the Ford Administrative Office *4 to 6 weeks before your scheduled event*. In addition to the Additional Insured Endorsement Form (above), the certificate should also include identification of any deductible amounts exceeding \$25,000.

### **Automobile Liability**

If the use of vans, trucks, or other large vehicles are necessary to transport equipment, performers, set elements, etc. for load-ins, rehearsals, or performances, you must secure automobile liability as follows:

Each Accident – \$1 million

Automobile liability can be added to the above-mentioned general liability coverage certificate. Insurance may also be obtained through the vehicle rental company or service provider used. Please provide the Ford Administrative Office with proof of this liability, if applicable.

### **Workers Compensation**

Workers compensation will cover all persons/employees that your organization is required to cover pursuant to California Labor Code Requirements. Inquire with your insurance agent or broker if you have questions about the applicability of this insurance to your organization. If necessary, workers compensation insurance must be obtained for the minimum amount as follows:

Each Accident – \$1 million

If you already have general liability coverage through your own insurance carrier, they must issue a certificate with the above specifications and fax it to the Ford’s Administrative Coordinator at 323-464-1158.

If you have any questions or need further clarification, please call the Ford Administrative Office at 323-856-5793.