

1. For purposes of a mutual understanding, by CITY and CONTRACTOR, of the terms and definitions intended by CITY in the SCOPE OF WORK, is it the CITY's intention to use the term Show and Presentation to mean the same thing?

Yes.

2. Is CONTRACTOR at its own discretion to budget some shows higher or lower (with CITY's confirmed, written approval), as long as the SERIES Season stays within the ALL-IN Budget for the SERIES?

Yes.

3. What items are on the "List of Approved Expenses" pertaining to the duty of "Booking 18 Shows" that The CITY deems are included under the Budget?

Expenses paid for by the CONTRACTOR include, but are not limited to: Artist fees, travel for performers if deemed necessary, any hospitality requested outside of the set menu of options provided by the City.

4. What is the procedure by which CITY intends for CONTRACTOR to Compensate TALENT?

CONTRACTOR will pay the TALENT directly, as Artist Fees are an Approved Expense, see Question 3, above. Thereafter, CONTRACTOR shall provide an invoice to CITY. Please see Attachment 2, Exhibit A: Sample Professional Services Agreement, section 4. Compensation.

5. If TALENT is defined as the Entertainers (Musical Artists, Comedians, etc.) Procured and Contracted under the SCOPE OF WORK guidelines, what is CITY's further definition of PRODUCTION included under the SCOPE OF WORK for which CONTRACTOR has the duty to "Oversee all aspects"?

CONTRACTOR shall oversee the hiring, contracting and coordinating of the talent for each performance.

6. Understanding that CONTRACTOR is to Contract TALENT, will the CITY provide a CITY-approved Contract Template for this purpose?

CONTRACTOR may use their own contract.

7. It is CONTRACTOR's understanding in Booking TALENT for the SERIES, on behalf of CITY, that CITY looks to CONTRACTOR to obtain from TALENT all Talent Promotion Materials, Technical Rider Documents, and any additional Photos/Bios/Videos that CITY may require, and to deliver (email, etc.) these "Promo-Tech" items to CITY promotion-marketing (MARKETING) personnel. Is this also CITY's understanding and expectation?

Yes. CONTRACTOR shall obtain from TALENT all Talent Promotion Materials, Technical Rider Documents, and any additional Photos/Bios/Videos that CITY may require, and to deliver (email, etc.) these "Promo-Tech" items to CITY promotion-marketing (MARKETING) personnel.

8. Under the SCOPE OF WORK, the CONTRACTOR is directed to work with the CITY's representative to coordinate the technical requirements-set up-rehearsal schedule

(sound check)-and details for each presentation (SHOW). Does the CITY's representative have a Venue Job Title of VENUE TECH DIRECTOR (VTD), or some similar such meaning job title?

The City has two full-time Theater Technicians who will coordinate the technical requirements-set up-rehearsal schedule (sound check)-and details for each presentation (SHOW).

9. Is CITY's VTD the party to whom all other technical service providers working for the CITY report?

See response to question #8.

10. Does the VTD provide the Day of Show and Run of Show schedule and all other Logistical responsibilities of planning the Show Event Day and Evening and informing all involved parties?

The City has two full-time Theater Technicians who will coordinate the technical requirements-set up-rehearsal schedule (sound check)-and details for each presentation (SHOW).

11. CONTRACTOR has the responsibility to work with VTD. Does this duty extend beyond the TALENT procurement process, and being liaison between CITY and TALENT concerning coordinating with Talent's schedule determined by VTD, and if so, what would any such further duties entail?

No further coordinating beyond the needs for the performance.

12. Under SCOPE, CITY sets forth it will provide Implementation of marketing and publicity (MARKETING-PROMO) for all performances, and will post content on its website, social media, brochures and posters, press releases and newsletters. As listed in SCOPE OF WORK, CONTRACTOR is to consult with and participate in the execution of the aforementioned MARKETING-PROMO duties assumed by CITY. Does CITY have any guideline/outline memoranda from prior Seasons as to what this participation encompasses?

CONTRACTOR will provide high resolution images, video and information for a press release. CITY staff will manage and produce the marketing materials and work collaboratively with the CONTRACTOR to promote each show.

13. In addition to any TALENT provided Photos/Bios/Promo Recordings-Videos, and the like, will CONTRACTOR be required to present or develop any other promotional artwork/concepts in the capacity of participation in MARKETING-PROMO?

CONTRACTOR will provide high resolution images, video and information for a press release. CITY staff will manage and produce the marketing materials and work collaboratively with the CONTRACTOR to promote each show.

14. CONTRACTOR will consult with CITY's representative regularly, and only commit to an act of business on behalf of business with prior CITY knowledge and approval. Will the approval for such act of business be a written approval, and if so, who will be the CITY executive who will provide such written approval?

CONTRACTOR will provide proposal for a show and a designated CITY staff will approve in writing.

15. CITY acknowledges and agrees to be responsible for all expenses and arrangements to ensure presentation of show, which includes an extensive list of items set out in the SCOPE OF WORK. Not included on the list of items, specifically, is TALENT required Backline Equipment. IF as per a CITY approved engagement of TALENT as set forth in a CITY approved Contract, TALENT backline requirements are to be provided by CITY, should it be CONTRACTOR's understanding that TALENT backline expense will be paid by CITY?

Backline Equipment is not an approved expense for the CITY, and therefore would not be paid by the CITY.

16. It is CONTRACTOR's understanding that CONTRACTOR is responsible for its own internal costs of doing business for the services under the SCOPE OF WORK of Procuring, Negotiating, and Contracting (TALENT); and, further, that the only expenses to be covered by the BUDGET are TALENT costs and CONTRACTOR's FEE? Is this understanding in-keeping with CITY's understanding of the BUDGET covered expenses?

Yes. Talent costs include travel.

17. Under SCOPE, it is stated that CONTRACTOR will provide a following list of Services: Under this list, item #3 is "Show sales should generate Ticket sales reflecting of 75% of seat capacity." If, in the event, that a given show of the 18 shows in the Season experience a Shortfall of this 75% benchmark, are there any obligations or repercussions for which CONTRACTOR would be responsible, in the event of such an outcome?

Please see Addendum 1 to the RFQ.

The incentive details will be negotiated if a contractor(s) is selected.

18. If, as an incentive to CONTRACTOR, a profit participation is included as part of CONTRACTOR's compensation package under the RFQ, is there an established calculation for that consideration from past Seasons?

The incentive details will be negotiated if a contractor(s) is selected.