

**EXHIBIT "B"**

Technical Package

**Boyd Martin Experimental Theater**

**The "MeX"**

**July 1, 2007**



MARTIN EXPERIMENTAL THEATER -- The "MEX"  
General Information (Cont'd)

**Not included in rent:**

Insurance, Public Relations, advertising, program-printing, subscription ticketing, sound system for amplification of live music, stage labor, exterior signage, credit card bank charges.

**Ticketing**

**ALL SEATING IS GENERAL ADMISSION. TICKETS ARE REQUIRED FOR ALL PERSONS ADMITTED TO THE THEATER.**

The ticketing contract includes basic ticketing costs. There is a thirty cents (.30) fee for every ticket issued and a \$50.00 set up fee per show.

Lessee is expected to contact The Kentucky Center Ticket Manager directly to arrange for ticketing and to provide information about pricing, discounts, etc. The Kentucky Center Ticket Office also needs show information so as to assist phone and counter salespersons with their customers.

Tickets will be sold from the Main Lobby Ticket Office or from the Ticketing Drive-Thru window during advance sales. Tickets can be sold and/or picked-up in the MeX Lower Lobby (administration hallway) at the time of the performance; the ticket booth will open (and patrons will be admitted) 30 minutes prior to performance, and will remain open until 15 minutes after the posted starting time.

**Standing Room is not available in the Martin Theater; it is prohibited by fire regulations; all persons admitted to the theater must be seated.**

**General information**

Storage in or near the Martin Theater is severely limited, therefore storage of any kind is discouraged. For the infrequent times when items must be left overnight, a plan specifying those items must be approved by the Theater Technical Director prior to load-in.

The Center will provide technical supervision to train Lessee's staff to operate the theater and its equipment.

**Labor is not provided.** For those unable to provide labor to hang and focus lights, or to operate light board and audio board, the Center can -- if necessary, and with adequate notice -- provide labor at the rate of \$21.00 per hour straight time, or \$21.50 per hour overtime (after eight [8] hours in a day or forty [40] hours in a week.)

As part of the effort to keep expenses low, the theater will be cleaned only before and after public events. Trash containers will be emptied daily. Otherwise, it is the responsibility of the user to maintain a clean environment during rehearsals and performances.

Staffing for performances will be as follows (these positions are included in the base fee):



The KENTUCKY CENTER  
ACCESSIBILITY POLICY

REGARDING THEATER SEATS

The Kentucky Center theaters were constructed with accessible seat locations designated. The seats in these locations can be removed to accommodate patrons using wheelchairs. The policy for the sale of these seats is as follows:

1. The seats are to be held as restricted and sold as the last seats in an area (Orchestra I, Balcony, etc.) for an able bodied patron. This applies to both subscription and single ticket sales. Except in the case of a sell out of a particular area, the seats will be held until 48 hours prior to the show, at which time they will be released for general sale.
2. Information concerning mobility disabled patrons must be furnished to the box office in a timely fashion. A completed "Access Form" shall be provided not less than three days prior to a performance. If less time is available, a call should be made to the box office supervisor at the time of the sale. This will allow scheduling of seat removal/installation.
3. If a wheelchair accessible location is available one day prior to a performance, and if it appears that the sale of this location to an able bodied patron is unlikely, the space may be held for any unexpected patron needing a wheelchair location. This hold will be at the discretion of the house manager and will be released at any time at the point of sale. The house manager shall be advised immediately if this seat is sold. At that point the scheduled seat removal/installation will be revised to accommodate the ticket holder.

REGARDING SIGN INTERPRETATION

The Kentucky Center, being in compliance with the Americans with Disabilities Act (ADA), is aware of the obligation of all theater producer/presenters to make reasonable accommodation for patrons who are Deaf or hard of hearing. The policy for the interpretation of performances is as follows:

1. A sign language interpreter will be provided for the Deaf or hard of hearing on request, provided that request is received in a timely fashion. At least two weeks is necessary to secure a theatrical interpreter. More advance time is preferred.
2. The responsibility for providing interpretation is that of the producer/presenter. The Kentucky Center's Access Services Department will assist with the coordination of interpreters.
3. Seats/areas that are available for the interpreter will be at the discretion of the producer/presenter, keeping in mind the possible impact on other members of the audience.

Additional information:

Whenever possible, a performance late in the run is preferred. This allows the interpreter time to study and prepare for the performance to be interpreted. Theatrical interpreters will need a copy of the script two weeks prior to the opening.

For performances that do not involve a run, the advance information is even more critical. Scripts, lyrics, and/or tapes (even rehearsal quality) of previous performances are requested two weeks prior to the performance to be interpreted.

It is necessary to know if the performance is primarily spoken, or sung, or a combination of the two, as the interpreters qualified to handle these two functions are different.

#### REGARDING AUDIO DESCRIPTION

The Kentucky Center, being in compliance with the Americans with Disabilities Act (ADA), is aware of the obligation of all theater producer/presenters to make reasonable accommodation for patrons who are blind or have low vision. The Kentucky Center currently provides Audio Description as a service to resident companies performing in venues managed by the Kentucky Center. The policy for Audio Description is as follows:

1. Prior to each season, the resident company will provide the Kentucky Center with performance date, time and synopsis information that will be included in promotion of audio described performances.
2. All performances publicized as being audio described will be described regardless of reservations. Additional performances may be described if adequate notice is given.
3. Producer/presenters will include the Audio Description logo in all print media publicizing the performances that will be described.
4. Information concerning patrons who are blind or have low vision must be furnished to the box office in a timely fashion using a completed "Access Form."
5. Audio Describers will preview shows prior to the performance to be described. An advance copy of the script is useful to help the describer prepare and should be provided to the Access Services Dept.

#### REGARDING ASSISTIVE ANIMALS

The Kentucky Center, being in compliance with the Americans with Disabilities Act (ADA), is aware of the obligation of all theater producer/presenters to make reasonable accommodation for patrons who because of a disability make use of assistive animals. The policy for the accommodation of these patrons is as follows:

1. Patrons with disabilities who are accompanied by an assistive animal may be seated in any available theater seat. The patron will be advised that their animal may be more comfortable in seats that allow more leg room (box seats, far left or far right) but no seat will be denied them.
2. If Resident Box Office staffs are aware of the needs of a particular patron, they should convey this information to the Center's Ticket Service and Access Services staff by way of the Access Form.

While advance notice of assistive animals is not necessary, it is requested. All Kentucky Center staff and volunteers are trained to deal appropriately with assistive animals, being sensitive to the needs of patrons with disabilities and making accommodations as necessary for their visit to the Center.

## REGARDING CAPTIONED THEATER

The Kentucky Center, being in compliance with the Americans with Disabilities Act (ADA), is aware of the obligation of all theater producer/presenters to make reasonable accommodation for patrons who are Deaf or hard of hearing. The Kentucky Center currently provides Captioned Theater as a service to resident companies performing in venues managed by the Kentucky Center. The policy for Captioned Theater is as follows:

1. Prior to each season, the resident company will provide the Kentucky Center with performance date, time and synopsis information that will be included in promotion of captioned performances.
2. All performances publicized as being audio described will be described regardless of reservations. Additional performances may be described if adequate notice is given.
3. Producer/presenters will include the Captioned Theater logo in all print media publicizing the performances that will be captioned.
4. Information concerning Deaf or hard of hearing patrons must be furnished to the box office in a timely fashion using a completed "Access Form."
5. Captioned Theater volunteers will preview shows prior to the performance to be captioned. An advance copy of the script is necessary at least two weeks prior to the first performance to allow the volunteers to prepare.

# 2007 MeX Theatre Equipment Inventory

## Lighting Control:

Ninety-Six (96) house and stage circuits are spaced evenly throughout the lighting grid. Each circuit has its own 1200 watt dimmer, and may be assigned two-scene pre-set, or sub-master modes, or in any combination. The ETC Express 250 control is equipped with a color monitor and may be moved to a remote port in the house during rehearsals.

---

## Lighting Instruments:

- 12 26 Degree Source Four Ellipsoidals
- 48 36 Degree Source Four Ellipsoidals
- 12 50 Degree Source Four Ellipsoidals
- 12 6" Fresnelites (750 W)
- 12 Source Four PARS (575 W)
- 10 Mini 10's with Barn doors
- 12 Coda Cyc Lights (500 W)

## HOLDERS and Frames:

- 72 Ellipsoidal Gel Frames
- 15 Fresnelite Gel Frames
- 12 Par Gel Frames
- 12 Coda Gel Frames
- 7 Mini 10 Gel Frames U's
- 40 Pattern (gobo/template) Holders size "B"
- 15 Glass Pattern Holders size "B"
- 5 Source Four Drop in Irises
- 5 Arm Extensions

## Cable:

- 2 Orange (50 foot) Male → Female Stage Pin Extension Cable
- 1 Blue (25 foot) Male → Female Stage Pin Extension Cable
- 4 Yellow (15 foot) Male → Female Stage Pin Extension Cable
- 6 White (10 foot) Male → Female Stage Pin Extension Cable
- 11 Red (5 foot) Male → Female Stage Pin Extension Cable
- 11 Two-fers
- 3 Male Edison → Female Stage Pin
- 2 Male Stage Pin → Female Edison
- 2 Five Pin Computer / Light Consol Cable
- 4 A/C Quad Box Cable

### **Soft Goods**

- 14 Black velour masking legs, 8' wide 15' long
  - 4 Black velour masking legs, 8' wide 15' long
  - 4 Black velour masking legs, 4' wide 15' long
  - 2 Black velour masking border 8' wide 7 – 8 long
  - 1 Cyclorama, 30' wide x 15' high
  - 1 Cyclorama, 20' wide x 15 high
  - 1 Black velour border, 20' wide x 4'- 2" high
  - 1 Black shark-tooth scrim, 25' wide x 15' high
  - 1 Black shark-tooth scrim, 21' wide x 15' high
  - 1 White shark-tooth scrim, 21' wide x 15' high
  - 1 Movie screen, 10' wide x 8' high
- 

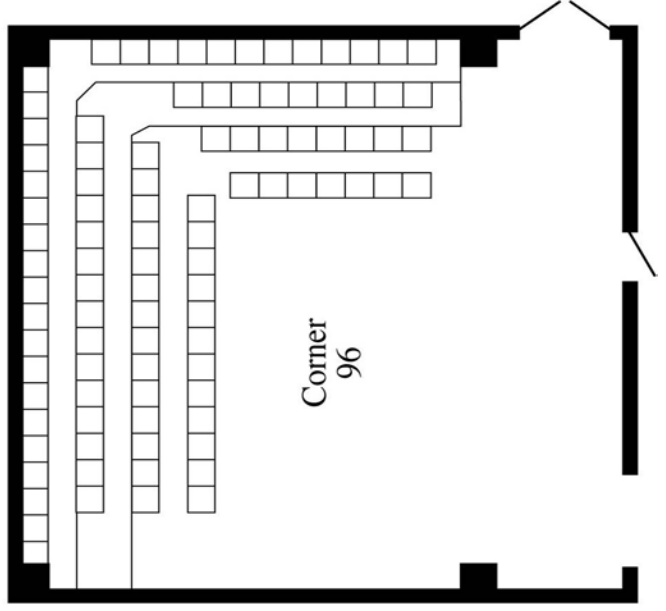
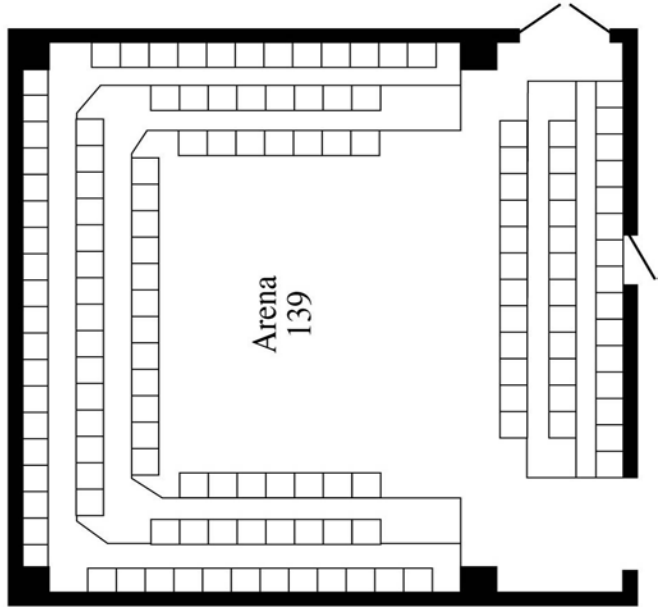
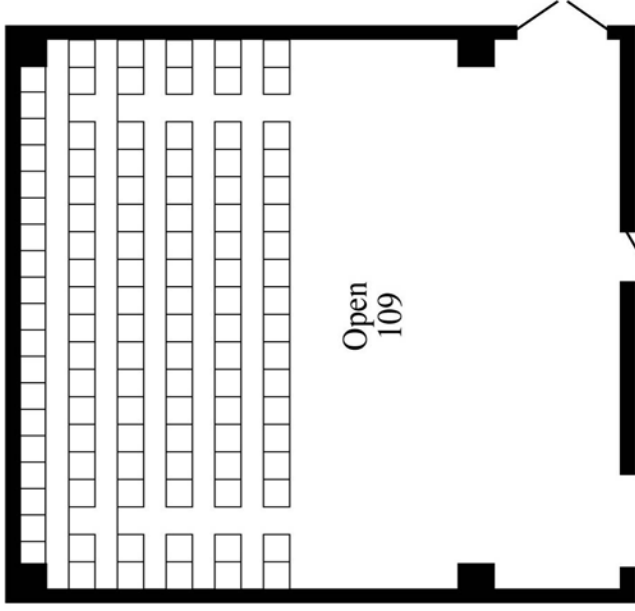
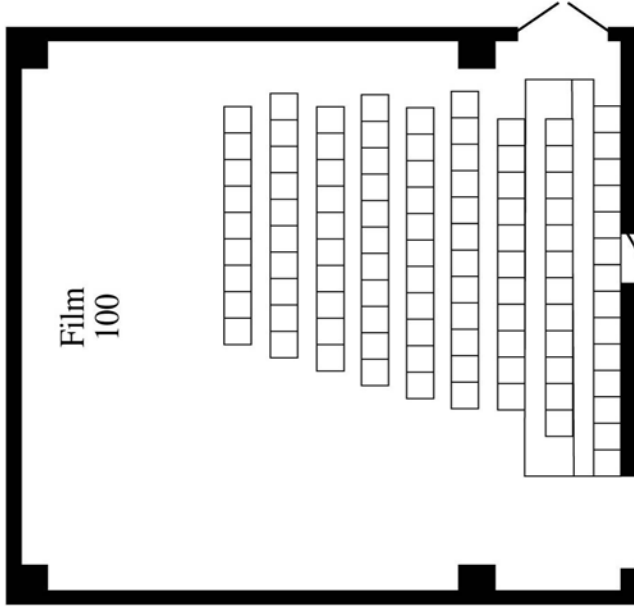
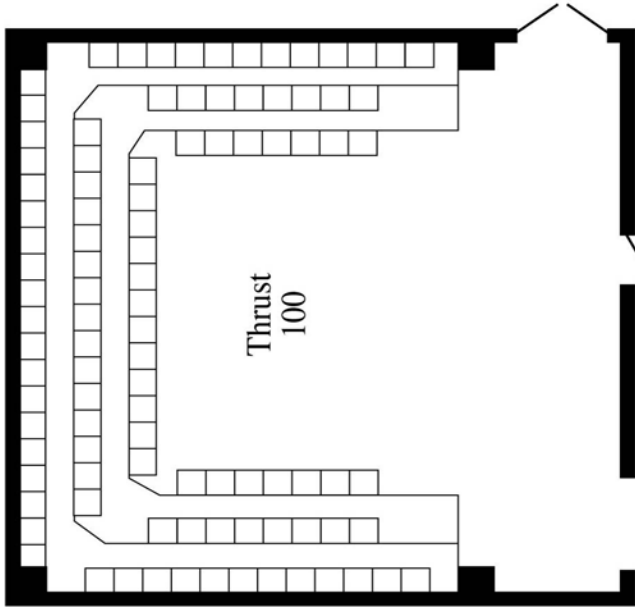
### **Audio**

- 1 Mackie 1642 VLZ PRO 16 Channel Mixer
- 2 JBL booth speakers
- 4 JBL cabaret speakers
- 2 Hot spots available by request
- 1 Tascam reel to reel tape deck
- 1 ClearCom intercom system w/ 5 headsets and belt packs
- 1 Sony Dual cassette deck
- 1 Sony five disc CD changer
- 1 Denon DVD single disc player
- 1 Shure announcement microphone
- 1 Shure hand-held microphones (stands available)
- 1 Bogen public address amplifier

Mex



the Kentucky Center



**RULES AND REGULATIONS**  
**BOYD MARTIN EXPERIMENTAL THEATER**

Use of the Premises shall be subject to the following conditions:

1. The total cost of presenting any event shall be paid by user, including, without limitation, the cost of rehearsals and other preparations therefor, and all advertising, promotion, royalties, licenses, fees, taxes, rentals, ticket office expense, and salaries (except for staff personnel, equipment and services included in the Base User Fee pursuant to the Technical Package.)

2. A description of program, the names of all artists, performers, and/or speakers to appear on the program shall be furnished to Lessor before the date of the first performance.

3. Arrangements to use the Premises, rehearsal rooms, and other rehearsal facilities are subject to rehearsals and/or events previously scheduled and must be made with Lessor. Lessor reserves the right to limit reasonably the number of persons who may come upon the Premises during any rehearsal or performance and to eject any objectionable person(s).

4. Because "MeX" seating is limited, split-run shows are allowed, provided that Lessee understands that its set must be cleared after the initial weekend so as to permit Lessor to use the space at its discretion during intervening days of the split run.

5. Lessee has acquainted itself and shall continue to keep itself acquainted with all laws, ordinances, and other regulations which affect or relate to the rehearsals and/or performances contemplated, and shall comply with all such rules, regulations, laws, ordinances, and other regulations as may be in effect at the times when Lessee uses the Premises. All decorations, drapes, curtains, electric wiring, structures, scenery, etc. furnished or erected by Lessee shall conform to all such rules, regulations, laws, ordinances, and other regulations related thereto.

It is intended that the standards, obligations and duties imposed herein shall be maintained and complied with by Lessee in addition to its compliance with all applicable governmental laws, ordinances and regulations; and in the event that any of said laws, ordinances and regulations shall be more stringent than the standards, duties and obligations imposed on Lessee hereunder, then Lessee shall comply with such laws, ordinances and regulations. Lessor shall not be liable to Lessee for any diminution or deprivation of possession, or of Lessee's rights hereunder on account of the exercise of any such governmental authority as herein provided, nor shall Lessee be entitled to terminate the whole or any portion of the Lease Agreement by reason thereof. Whenever in the Lease Agreement, or in the Technical Package, the phrases "in the opinion of Lessor" or "satisfactory to Lessor" or like phrases of similar import appear, such phrases shall be construed to confer upon Lessor sole discretion and Lessor's decision in all such matters shall be binding.

6. Owner reserves reasonable access, without abatement of rent, to all parts of the Center, including, without limitation, the Premises, for Lessor, or any of its officers, agents, employees, or independent contractors, and shall have the right at any and all times to enter the Premises, to alter, repair, or add to the Premises or the Center, and to enter the Premises in connection with proper control and management of the Center or any part thereof or any concessions therein, and Lessee shall not claim, or be allowed or be paid any damages for any injury or inconvenience occasioned thereby. Lessor agrees not to interfere unduly with Lessee's use of the Premises except in case of an emergency.

7. Without the prior written consent of Lessor, Lessee shall not in any part of the Center:

A. Commit any nuisance or knowingly do or permit to be done anything which may result in the creation or commission of a nuisance.

B. Cause or produce to be caused or produced therein, or to emanate therefrom any unusual, noxious, or objectionable smokes, gases, vapors, or odors.

C. Use any part thereof for lodging, sleeping (except napping), immoral or unlawful purposes, nor use any cooking instruments such as a hotplate in any part thereof without prior consent of Lessor.

D. Permit any of its directors, officers, agents, employees, or independent contractors while on duty to smoke or to consume alcoholic beverages in the theater or in rehearsal rooms.

E. Do or permit to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portion thereof in the Center, nor do or permit to be done anything which may interfere with free access and passage thereto or to the public areas adjacent thereto, or to the streets or sidewalks adjoining.

F. Do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators and stairwells in or adjacent to the Center, including lines, pipes, wires, conduits, and equipment connected with or appurtenant thereto.

G. Place any additional lock of any kind upon any interior or exterior door of the Center, or make any change in any existing door lock or the mechanism thereof unless expressly permitted in writing to do so and unless a key therefor is maintained by Lessor. If necessary, Lessor may cut off any unpermitted lock.

H. Do or permit to be done any act or thing in the Center which might invalidate any insurance policies required by the Lease

Agreement, or carried by Lessor covering the Center or any part thereof, or which, in the opinion of Lessor, might constitute a hazardous condition that will increase the risks normally attendant upon the contemplated operations. Lessee shall promptly observe, comply with, and execute the provisions of any and all present and future rules and regulations, requirements, orders, and directions of the Board of Fire Underwriters, or of any other successor board or organization exercising the same functions, which may pertain or apply to the Center or the operations conducted therein.

I. Install, maintain, or operate or permit the installation, maintenance or operation in any part of the Center of any concession or any vending machine or device designed to dispense or sell food, beverages, tobacco products, or merchandise of any kind.

J. Provide for or sell or dispense food, beverages, tobacco products, or merchandise of any kind.

K. Take up a collection.

L. Use any nails, screws, stage screws, tacks, staples, etc. on stage floor (tape or adhesive may be used on stage floor with the permission of the Theater Technical Director); nor construct nor paint on any stage (touch-up work may be done with the permission of the Technical Director); nor use any oil fog machines, nor use any flash powder, explosives, lasers, or other hazardous devices or scenery properties or costumes unless such are in compliance with all applicable fire and safety regulations.

M. Use any House equipment or furniture as properties or use or alter any rigging or equipment without the prior knowledge and approval of Lessor.

N. Place any decorations or signs in rooms, hallways, lobbies, or outside the Premises or Center or on sidewalks surrounding the Center without prior express written consent of Lessor.

O. Permit anyone except qualified personnel (as determined by Lessor) to operate audio, stage or lighting equipment.

P. Permit any animal in the Center without express prior written consent of Lessor and then only so as to allow the permitted animal in the Center for rehearsals and performances only.

Q. Permit any guest backstage except through entrances designated by Lessor.

8. Whenever, in the reasonable opinion of Lessor, there are facts indicating that Lessee threatens to follow, is following, or has commenced a course of conduct which would render Lessee in violation of the Lease Agreement, Lessor may notify Lessee to discontinue such course of conduct,

and, if, within such time as Lessor shall specify in such notice, such course of conduct is not altered so as to be satisfactory to Lessor, Lessee shall, as of that time, be in default under the Lease Agreement.

9. To assist the general public in readily identifying the individual areas of the Center, it is required that all Lessees use the prescribed design and typographical format to identify the theater, and such design will be furnished by Lessor. This will be required in all newspapers, circulars, brochures, display advertising, and promotion media under the control of Lessee. Lessee must select a seating chart from among the several approved configurations; any changes contemplated must first be approved by Lessor.

10. Lessee acknowledges that until and unless a Lease Agreement is signed by Lessor and by Lessee and an executed copy thereof is delivered to Lessee, no information or publicity of any nature whatsoever relating to Lessee's proposed program in the Center shall be disseminated or released including, but not limited to, the offering of tickets or reservations for contemplated Performances.

11. All program copy must include the following disclaimer:

Latecomers will not be seated until the first convenient pause in the performance. Use of tape recorders and/or cameras is prohibited. Use of a ticket constitutes acknowledgment of willingness to appear in photographs taken in public areas of the Center and releases the Kentucky Center for the Arts, its licensees, and all others from the liability resulting from use of such photographs. Program and artists are subject to change. Patrons cannot be paged during a performance. Any patron expecting emergency messages must inform the House Manager of his or her seating location.

12. If the Lessee has a prior "run-of-the-play" contract with the publisher or sales agent of the programs, music, recordings, librettos, souvenir books, or other items which require them to be sold by such publisher or sales agent during the performances of Lessee's attraction at the Center, all such programs, music, recordings, souvenir books, or other items shall prior to each performance, be delivered to Lessor's concessionaires, who will make them available to such publisher or sales agent. Said publisher or sales agent shall only sell them from places specified by Lessor in the manner prescribed by Lessor. Lessor's concessionaire shall collect from said publisher or sales agent a sum equal to fifteen per cent (15%) of the gross receipts at each performance and pay the same to Lessor. No charge will be made to the said publisher or sales agent for that service. Lessee shall notify Lessor of the price of said programs, souvenir programs, music, recordings, librettos, or books and agrees that said price may be prominently posted by Lessor at appropriate places in the Center.

13. The ticketing entrance and the theatre doors will open to the public thirty (30) minutes before the scheduled starting time. Any desired change in this policy must be presented to the House Manager for approval.

14. Intermissions, if any, shall be twenty (20) minutes in duration unless such time period is impractical for production reasons. Because intermissions are intended for the convenience of the patrons, any change in the duration of the intermissions must be approved by the House Manager.

15. The Sixth Street loading dock adjacent to Whitney Hall is only for loading equipment in and out of the Center. Vehicles are not to be parked by the loading dock or its ramp except for the express purpose of loading or unloading equipment.

16. Fourteen days prior to Lessee's first use for each production of the stage, rehearsal rooms or other facilities, Lessee will provide Lessor with Lessee's requirements for equipment, electrical, staffing or labor, complete line roster (for stage use), and any special or unusual production requirements. Lessee will thereafter submit to Lessee Lessor's requirements with respect to the condition in which such facilities must be surrendered by Lessee following each such use. Lessee shall be responsible for labor costs incurred in any alterations from original condition of facilities as delivered to Lessee (e.g., rigging, scenery, masking, pipes) to accommodate Lessee's subsequent use thereof and in restoring such facilities to the "clear" condition required by Lessor for use by a subsequent user. Lessor and Lessee will use their best efforts to minimize such "change-over" costs and, to that end, Lessor and each affected Lessee will promptly distribute the necessary information to each other.

17. Rental of performance or rehearsal halls does not include use of other KCA lobbies or the Mary Anderson Room.

18. Lessee shall be allowed to use the normal and customary cast-listing displays in the hallway/lobby area outside the theatre in order to satisfy the requirements of the standard contract between actors and Lessee.

19. Lessor shall use its best efforts to accommodate any request by Lessee for additional rehearsal or performance times; however, Lessee shall pay such charges and costs as may be imposed by Lessor to accommodate the requirements of other users who have scheduled such facilities.

20. Lessor reserves the right to change or add to these Rules and Regulations provided all changes or additions shall be reasonable or uniform in application to all users, neither arbitrary nor capricious, and not binding upon User until a copy thereof is delivered to Lessee.

21. AMERICANS WITH DISABILITIES ACT OF 1990 -- Title I of this Act of Congress became effective in July, 1992, for all employers of 25 or more persons. The Kentucky Center complies fully with this Act, which also requires a written statement of compliance from employers with whom it contracts. The Center fulfills this stipulation by incorporating a compliance statement into the Lease Agreement (Article 11) of which these Rules and Regulations are a part. A copy is provided in Exhibit "B"