

August 1, 2016

Joceyln Hale
Interim Executive Director
Cantus Vocal Ensemble
P.O. Box 2379
Minneapolis, Minnesota 55402

Dear Ms. Hale:

This letter agreement (“Agreement”) is by and between Frank Butler and Trish Santini, acting through Mainspring Arts Cooperative, a tax-exempt not-for-profit corporation (“Mainspring”) and Cantus, a charitable, non-profit corporation (“Cantus”) (collectively referred to as the “Parties”). This Agreement is effective August 1, 2016.

Mainspring agrees to assist, advise, and consult with and provide Cantus with certain production planning and artistic development services (“Services”) related to the production, stage performances, and touring engagements of a new, original adaptation of William Shakespeare’s “Romeo and Juliet” (“Theatrical Production”) in exchange for fair and valuable consideration. Mainspring shall provide the following Services:

1. Develop and finalize comprehensive and detailed production and operating budgets (collectively “Budgets”) for the Theatrical Production, including Spring 2018 performances at the Guthrie Theater in Minneapolis, MN (“Guthrie”) and future touring engagements. The Parties shall engage and collaborate with the Guthrie when developing the Budgets.
2. Negotiate both union and non-union agreements with principal creative and production Guthrie personnel, including Director, Designers, Composer, Choreographer, Actors, and Stage Manager (“Creative and Production Personnel”);
3. Coordinate the scope and scale of the design to ensure that all designs stay within the established budget;
4. Create a technical specifications rider and production schedules for touring;

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5. Develop a flexible logistical support plan (“Plan”) for the production and touring engagements of the Theatrical Production, including travel and housing requirements, and staff support. The Plan will reflect and be consistent with budgets, terms and conditions, other requirements and resources of respective engagement venues;
6. Determine workshops, rehearsal, tech, and performance schedules in collaboration with representatives from Cantus and the Creative and Production Personnel;
7. Work with the Cantus staff and its Board of Directors to identify and maximize funding opportunities;
8. Provide other consulting services customarily associated with the planning and production management of similar live performance projects.

The Services will commence on August 1, 2016 and continue until the opening of the Theatrical Production in the Spring of 2018. Thereafter, the Services will be rendered on a case by case basis as touring opportunity for the Theatrical Production arise.

In consideration of the satisfactory rendering of the Services, Cantus agrees to pay and Mainspring agrees to accept a total fee of Thirty Thousand and no/100th dollars (\$30,000.00) (the “Planning and Artistic Development Fee”), that will be paid in the following increments:

- a. Two Thousand Five Hundred and no/100th dollars (\$2,500.00) on October 17, 2016;
- b. Seven Thousand Five Hundred and no/100th dollars (\$7,500.00) between November 1, 2016 and July 31, 2017 in monthly installments of Eight Hundred and Thirty-Three and 33/100 dollars (\$833.33);
- c. Ten Thousand and no/100th dollars (\$10,000.00) between August 1, 2017 and May 1, 2018 in monthly installments of One Thousand and no/100 dollars (\$1,000.00);
- d. Ten Thousand and no/100th dollars (\$10,000.00) no later than May 31st, 2018.
- e. Cantus may provide accelerated payments to Mainspring as funds are available.

In addition to the Planning and Artistic Development Fee, Cantus shall reimburse Mainspring for those out-of-pocket expenses that are properly documented with detailed receipts and that are incurred pursuant to a request and preapproval by Cantus. Out-of-pocket expenses include, but are not limited to, travel and hotel accommodations. Mainspring agrees to incur only reasonable out-of-pocket expenses and Cantus shall provide timely and reasonable preapproval for any out-of-pocket expenses.

Cantus also agrees to credit Mainspring Arts Cooperative on title page of printed program for Guthrie engagement and in programs for all future engagements (also on title page) of Theatrical Production as such:

Executive Producer: Mainspring Arts Cooperative, Trish Santini and Frank Butler
Credit font size to be equal to director and composer credit.

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In further consideration of the satisfactory rendering of the Services, Mainspring has the right of first refusal to book the Theatrical Production in the 2018-2019 and the 2019-2020 seasons only in not-for-profit theaters, which do not include churches, performing arts centers, and university convocation programs (separate from theaters associated with universities). To the extent that any bookings conflict with Alliance Artist Management or any other management company to which Cantus is contractually obligated, the Parties agree to use their best efforts to resolve any disputes. Mainspring bookings shall be contingent on Cantus' acceptance of the offer and availability for the performance(s). For its booking services, Mainspring shall be paid a 15% commission on any booking fee Mainspring negotiates that's payable to Cantus. Cantus further agrees, in exchange for Mainspring's originating Services, to pay Mainspring a 2% commission on any booking fee it receives when the Theatrical Production is booked by other entities including Cantus directly.

Any claim or controversy to this Agreement or breach thereof shall be settled in accordance with the rules of the American Arbitration Association. The place of Arbitration shall be in Hennepin County, Minnesota, unless the parties agree otherwise. The laws of the state of Minnesota shall govern the construction and effect of this Agreement.

This Agreement constitutes and expresses the entire agreement of the Parties with regard to the Services provided by Mainspring for the Theatrical Production. The terms and conditions of this Agreement may only be amended by prior written agreement of the Parties. Any prior promises, representations, and understanding are superseded by this Agreement.

Jocelyn Hale
Interim Executive Director
Cantus

Frank Butler
Executive Producer
Mainspring Arts Cooperative

Trish Santini
Executive Producer
Mainspring Arts Cooperative