

RESOLUTION NO. 2008-43

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A PRESENTER AGREEMENT BETWEEN TURNSTILE PRODUCTIONS, AND ST. JOHNS COUNTY, AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, St. Johns County on behalf of the St. Augustine Amphitheatre, and Turnstile Presents, Inc. desire to enter into an Agreement, in order for the St. Augustine Amphitheatre to promote the children's production Arthur Live! On Sunday, April 13, 2008; and

WHEREAS, by entering into this agreement, the County agrees to take on all the promotional responsibilities in the production of the show including advertising, production expenses, and all other promotional costs; and

WHEREAS, the tickets for the show will be \$12.00, \$17.00, & \$27.00 including the board approved capital surcharge of \$2.00 per ticket to maintain the facility; and

WHEREAS, bringing Arthur Live! To the St. Augustine Amphitheatre fulfills the ultimate goal of the facility to present a diverse range of bookings that appeal to all age groups; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that accepting the terms of the Arthur Live! Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:


Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Cost Share Agreement between St. Johns County, Florida, and Turnstile Productions and authorizes the Chairman of the Board of County Commissioners of St. Johns County, Florida to execute the Agreement on behalf of St. Johns County.


PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19 day of February, 2008.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:


Deputy Clerk

By:


Thomas G. Manuel, Chair

RENDITION DATE 2/22/08



Thank you for being an important part of the "Arthur Live!" touring season. Enclosed you will find the Licensing Agreement, Merchandise Contract, and Technical Rider.

Listed below are a check list and a few items to note before returning executed Licensing and Merchandise Agreements.

PLEASE RETURN CONTRACTS TO OUR AGENT:

**THE BRAD SIMON ORGANIZATION, INC.
155 West 46th Street, 5th Floor / New York, NY 10036
Tel 212-730-2132 / Fax 212-730-2895**

AND

PLEASE MAKE DEPOSIT CHECKS PAYABLE AND SEND TO:

**TURNSTILE PRESENTS, INC
10 EAST 40TH STREET – 48TH FLOOR /NEW YORK, NY 10016
Tel 646-452-0555 / Fax212-404-7061**

OR

PLEASE SEND DEPOSIT WIRE TRANSFERS TO:

**FIRST REPUBLIC BANK
1230 AVENUE OF THE AMERICAS /NEW YORK, NY 10020
FOR THE
ACCOUNT OF TURNSTILE PRESENTS, INC
ABA ROUTING #026013220
ACCOUNT #97900078282**

Please check to ensure that all items have been completed correctly prior to returning your contracts and deposits.

- Signed four (4) copies of the License Agreement
- Signed four (4) copies of the Merchandise Agreement
- Signed four (4) copies of the Technical Rider
- Verify that the deposit check or wire transfer has been completed pursuant to the instructions above.



PRODUCTION LICENSE AGREEMENT

"ARTHUR LIVE! ARTHUR TRICKS THE TOOTH FAIRY"

THIS PRODUCTION LICENSE AGREEMENT ("Agreement") is made and entered into this 1st5th day of February, 882008 by and between ST JOHN'S COUNTY, FL / ST. AUGUSTINE AMPHITHEATRE & SJC FAIRGROUNDS ("Presenter"), with offices at 1340 A1A South, St. Augustine, FL 32080 as a presenter of the live stage touring show named in section 1 herein at the venue known as St. Augustine Amphitheatre located at 1340 A1A South, St. Augustine, FL 32080 ("Premises") and TURNSTILE PRESENTS, INC, with offices at 10 East 40th Street, New York, NY 10016 ("Producer").

RECITALS

WHEREAS, Producer and Presenter desire to enter into an agreement for the production of a live family and children's entertainment stage touring show entitled "*Arthur Live!*" ("Show"), as produced by Producer; and

WHEREAS both parties hereto agree that the Premises is suitable for the commercial presentation of the Show, and that both Producer and Presenter desire its presentation therein ;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Presenter and Producer, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **STANDARD TERMS AND CONDITIONS.** All terms and conditions of the license granted herein that are not expressly stated in this Agreement are set more fully forth in the attached Standard Terms and Conditions (the "Terms and Conditions"). This Agreement and Producer's use of the Premises are subject to the Terms and Conditions and any Appendices attached to this Agreement, all of which are incorporated herein by this reference. If any inconsistency exists between the provisions of this Agreement and those stated in the Terms and Conditions, this Agreement will control and supersede the Terms and Conditions. The parties further acknowledge and agree that The Brad Simon Organization, Inc. acts as an agent of Producer for the purpose of implementing certain aspects of this Agreement, and shall not be held liable by Presenter for the fulfillment of any of Producer's obligations hereunder.

2. **LICENSE.** Presenter hereby grants to Producer the sole, exclusive and non-transferable right and license to occupy and use the Premises, including those non-public and other areas described in section 4 herein as intended for the presentation of the Show, including but not limited to equipment move-in prior to the "Event" (as defined in section 3 herein), conducting the Event, and equipment

move-out after the Event, all within the "License Period" (as defined in section 5 herein), and subject to the provisions of this Agreement. As a condition precedent to Producer's entering into this Agreement, Presenter hereby warrants, represents and guarantees that no activity at the premises, if any is permitted by Presenter upon the hereby required express written approval of Producer, will interfere with Producer's intended use of the Premises during the License Period. Producer's use of the Premises shall be for the production of the Event as more fully set forth herein, and no other activity will be permitted without Presenter's consent, Producer does not require exclusive use to the grounds.

3. **EVENT.** This term as used herein shall mean the Show as presented at the Premises from **April 13, 2008 through April 13, 2008.**

4. **PREMISES.** The parties understand that the Premises has a seating capacity of a minimum of _____ persons per Show, less any seats that may be eliminated based on configuration and sightlines for the Event. The Premises also includes certain non-public areas, such as adjacent halls, convention areas, common areas, club areas, suites, press box, broadcast booths, concessions space, retail space, locker rooms and clubhouse areas, offices and maintenance and operations areas.

5. **LICENSE PERIOD. *Time is of the essence to this Agreement.*** The "License Period" may not be extended for any or no reason whatsoever without the express written approval of Producer, and is hereby comprised of the following periods only:

a. Pre-Rig Date and Time: **Sunday, April 13, 2008, time TBD.**

b. Event Date(s) as listed above:
Sunday, April 13, 2008 at 4:00 P.M.

Note: School performances shall run 60 minutes without intermission.
Other Public performances shall run 80 minutes with a 20-minute intermission.

c. Move-out shall occur immediately following the last scheduled performance of the Event.

6. **FEES, CHARGES AND OTHER COSTS.**

6.1 **Presenter and Producer Compensation and Other Costs.**

a. **Presenter and Producer Compensation.** In consideration for Producer conducting the Event at the Premises pursuant to the terms of this Agreement, Presenter hereby undertakes and agrees to:

- Pay to Producer a minimum guarantee of **Ten-thousand dollars (US \$10,000.00)** for the performances of the Show indicated in section 5b herein.
- Pay to Producer such sums as from time to time during the Event equal ten percent (10%) of the Gross Ticket Receipts less applicable taxes and restoration/facility fees ("Show Royalty"). The Show Royalty will be paid directly to Producer at the time of settlement for the Event, in addition to other agreed upon fees as described herein.
- Pay for certain expenditures, including but not limited to the following: all technical rider requirements, all Premises' fees and charges as indicated in the signed Agreement between Presenter and owner/operator of the Premises, the entire advertising and PR campaign for the Event, insurance and local stagehands, and wardrobe expenses.

- After all documented expenses are paid in full by Presenter, Presenter shall retain an amount equal to fifteen percent (15%) of total documented expenses ("Presenter Profit") prior to a revenue sharing on the following basis ("Revenue Sharing"):
 - To Producer: Seventy-Five percent (75%) of Producer's proportionate share of Net Ticket Receipts ; and
 - To Presenter: Twenty-Five percent (25%) of Presenter's proportionate share of Net Ticket Receipts.

PAYMENT SCHEDULE:

- Compensation due Producer per section 6.1 herein will be payable in the following manner:
 - **Zero dollars (US \$0.00) and a purchase order (indicating full payment of guarantee on day of performance prior to show and balance following the show) with the return of four (4) signed original counterparts of these agreements, due no later than February 1st5th, 2007..**
 - **Ten-thousand dollars (US \$10,000.00), plus any percentages owed, immediately following the final performance of the Show during the Event.**

Such compensation shall be distributed in accordance with Section 6 of the Standard Terms and Conditions. If the Event fails to occur due to the election or fault of the Producer, or as a result of the occurrence of any event described in Section 12.1 through 12.4 of the Terms and Conditions, then neither party shall receive any of the compensation described herein.

b. Definition of Net Ticket Receipts. The term "Net Ticket Receipts" as used herein shall mean the gross revenue received from the sale of admission tickets ("Gross Ticket Receipts") less the following:

- (i) any facility fee required by Premises ("Facility Fee") provided such Facility Fee is included in the advertised ticket price and approved in advance by Producer;
- (ii) any and all applicable taxes required to be withheld by Presenter;
- (iii) the net cost of the agreed upon Advertising Campaign;
- (iv) all documented Premises fees as indicated in the signed Agreement between Presenter and the owner/operator of the Premises; and
- (v) fifteen percent (15%) of the total documented expenses incurred by the Presenter for the Event ("Presenter Profit").

6.2 Presenter's Costs.

(a) *Staffing on Day(s) of Event.* Presenter will be solely responsible for and bear the entire cost of all charges and costs for the total staffing, services and equipment associated with the operation of the Premises during the Event, including, without limitation, the following: security, ushers, ticket takers, gate attendants, custodial services, electricians, conversion staff, and which are fully and faithfully provided by Presenter on the day(s) of the Event.

(b) *Employees and Independent Contractors.* Presenter will be solely responsible for and bear the full cost of all charges for any and all employees and/or independent contractors hired locally to work the production and non-production aspects of the Event, which shall include but shall

not be limited to all those costs and services required by the Technical Rider attached hereto as Appendix A (which services shall include but not be limited to rigging, lighting, sound tie-in, stage set up, curtaining system, stagehands, wardrobe and/or loader costs; and Presenter shall be solely responsible for and bear the entire cost of all charges and costs associated with any additional services required by any collective bargaining or other labor agreement governing the Premises.

© *Credit Card Fees and Box Office Management Costs.* Presenter is obligated to offer for sale and sell Event tickets at the box offices of the Premises at mutually agreed times in advance of the Event. Presenter will be solely responsible for and bear the full cost of all charges and costs associated with credit card fees, printing costs and box office staffing costs specifically related to the sale of tickets to the Event at Presenter's controlled box office locations, including at the Premises ticket windows and any other of Presenter's locations. If the Event is cancelled through no fault of Presenter, then Producer shall reimburse Presenter for those charges and costs incurred pursuant to this subsection 6c which are actually paid and non-refundable, and documented by Presenter.

(d) *Taxes.* Presenter will be solely responsible for the payment of all sales taxes collected, fees for permits and licenses and similar costs and expenses associated with the Event, as further described in Section 2.1 of the Terms and Conditions. Non-negotiable for merchandise sales.

7. TICKET SALES

7.1 Complimentary Tickets and Suites. Subject to Producer's final written approval, Producer and Presenter may each withhold from the ticket manifest for use and distribution on a complimentary basis an amount of tickets which shall equal one and one-half percent (1.5%) of the gross amount of ticket admissions for use as complimentary tickets ("Complimentary Tickets"). Notwithstanding the foregoing, Complimentary Tickets will not include coupons, discount tickets, and those tickets used exclusively for media, promotions, sponsorships and public relations purposes.

8. LOCAL SPONSORSHIPS.

Notwithstanding Section 5.1 of the Terms and Conditions, Presenter shall have the right, subject to Producer's prior express written approval, to sell local sponsorship rights for the Event, but not national or regional sponsorship rights which are specifically reserved to Producer, to persons and entities who are locally situated to the Premises ("Local Territory Sponsors"), and Presenter will be entitled to a portion of the Net Proceeds resulting from such sales in a percentage equal to Revenue Sharing attributable to Presenter in accordance with section 6.1.a herein ("Sponsorship Commissions"). Reasonable approval by Presenter permitted. All sponsorship ideas and/or concepts are subject to the express written approval of Producer in advance of any presentation by Presenter. Local sponsorships must be family friendly. Sponsorships may not be dental related without the written consent of the Producer. All sponsorship agreements will be entered into between Presenter and the Local Territory Sponsors. Presenter hereby agrees to indemnify and hold Producer harmless with respect to any and all claims arising from such sponsorship agreements. Okay pertaining to any Producer's sponsors. Notwithstanding the foregoing, the Sponsorship Commission will only be applicable with respect to those Local Territory Sponsors that both (a) Presenter introduces to Producer as a potential sponsor, and (b) Producer has not previously indicated to Presenter that Producer either has a pre-existing relationship with or intends to solicit such potential sponsor for the Event. Producer will retain one hundred percent (100%) of the proceeds from the sale of all sponsorship rights procured through no involvement of Presenter, and from sales of all sponsorship

rights other than the Local Territory Sponsors, as set forth herein. Sponsorship Commissions will become a part of the Event settlement on the Settlement Date. No sponsorship commissions required.

9. SPECIAL CONDITIONS.

9.1 Media Access. Prior to and during the License Period, Producer will be permitted reasonable exclusive access to meeting facilities within the Premises for the purpose of conducting media events, provided, however, that the precise scheduling, activities to be conducted, and facilities to be used are subject to Presenter's and Producer's prior mutual approval, not to be unreasonably withheld or delayed, and the availability of such facilities at the Premises.

9.2 Settlement Date. The "Settlement Date" will occur no later than the conclusion of the last scheduled performance of the Event. The parties will use best efforts to present and resolve the settlement of all financial matters pertaining to the Event at that time. All remaining monies due Producer must be paid by wire transfer, for receipt by noon in New York City on the day immediately following the Settlement Date. If, for any reason whatsoever, four days prior to Load-in there are not sufficient funds in the Box Office to cover the Guarantee due Producer by Presenter, then Presenter must render the full amount of the Guarantee by certified check or wire transfer to be received in New York no later than Two (2) days prior to Load-in..

3 Ticket Refunds. Presenter and the owner/operator of the Premises will use best efforts to minimize ticket refunds and may withhold a reasonable number of "trouble seats" to resolve customer ticket complaints during the Event.

9.4 Event Configuration. Producer will conduct meaningful consultations with Presenter to determine the optimum configuration for seating for the Event. The final decision concerning all such seating arrangements may be exercised solely and exclusively by Producer, subject only to applicable fire, health and building codes and safety requirements pertaining to the Premises. This can be waived.

9.5 Sale of Event Merchandise. Notwithstanding Section 6 of the Terms and Conditions, Producer may sell on its own behalf certain merchandise and programs bearing names, trademarks or other references related to the Show and Event ("Event Merchandise"). Such under the terms incorporated into a separate agreement with a merchandise representative of Producer. In the absence of a fully executed and delivered agreement between Producer and Presenter regarding merchandising rights specifically granted by Producer, the Presenter will have no right, title and interest in the intellectual property or proceeds pertaining to the sale by Producer of Event Merchandise.

9.6 Industry Standards. Presenter acknowledges that to the extent the Terms and Conditions require Presenter's performance to be consistent with certain standards of entertainment, the criteria to be applied in determining strict compliance shall be the industry standards, customs and practices pertaining to a live stage family and children's entertainment show.

9.7 Local Presenter Considerations.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

TURNSTILE PRESENTS, INC

("Presenter")

("Producer")

By: _____
Name: St. John's County, Florida
Title:

By: _____
Name:
Title:

Mailing Address (for Presenter):

Mailing Address (for Producer):

St. John's County, Florida
c/o Ryan Dettra
St. Augustine Amphitheatre &
SJC Fairgrounds
1340 A1A South
St. Augustine, FL 32080
T. 904-471-1965
Cell 1: 904-669-5159
F. 904-501-0826
E. rdettra@co.st-johns.fl.us

Turnstile Presents, Inc
c/o Brad Simon
Brad Simon Organization, Inc.
155 West 46th Street, 5th Floor
New York, NY 10036
T. 212-730-2132
F. 212-730-2895
E. brad@bsoinc.com

STANDARD TERMS AND CONDITIONS
to
ARTHUR LIVE! PRODUCTION LICENSE AGREEMENT

SUBJECT TO THE EXPRESS PROVISIONS OF THE LICENSE AGREEMENT FOR THE PARTICULAR EVENT, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THE EVENT:

1. SET-UP AND RESTORATION COSTS

1.1 Set-Up Costs

Presenter will be responsible for the payment of all reasonable costs, expenses and fees incurred during the set-up for the Event ("Set-Up Costs"); however, Presenter will use its best efforts to consult with Producer prior to incurring any Set-Up Costs. The parties agree that the Set-Up Costs will include, without limitation, the costs and expenses associated with (a) providing the labor to conform the Premises to a configuration designed and approved by Producer, (b) purchasing and/or leasing and installing such equipment and materials as Producer reasonably directs, and (c) conducting such other activities as reasonably requested by Producer to set-up for the Event.

1.2 Restoration Costs

Following the Event, Presenter will be responsible for and have the authority to conduct all activities necessary to restore the Premises in substantially similar condition as it existed prior to the Event. Presenter shall be responsible for the payment of all costs reasonably incurred during the restore period of the Premises ("Restoration Costs"). Restoration Costs will include costs and expenses associated with (a) re-configuring the Premises to its original condition, (b) removing and disposing of all equipment and materials used for the production of the Event, and (c) repairing all damage of any size or nature whatsoever to any portion of the Premises caused as a result of Producer's sole negligence occurring during the License Period.

2. LATE PAYMENT OF FEES AND TAXES

2.1 Late Payment. All late payments of amounts owing by Presenter to Producer will bear interest from the date due until paid at a rate equal to the highest rate allowable by law, and all accrued but unpaid amounts will remain owing after the termination of this Agreement.

2.2 Taxes. Presenter will pay any and all applicable sales, use, excise, entertainment and admissions taxes and governmental assessments imposed or levied as a result of, or in connection with, the Event, including, without limitation, any taxes with respect to the selling or otherwise providing of admission tickets, to or on behalf of Producer and its guests, customers and invitees hereunder.

3. EVENT STAFF; SERVICES AND PERMITS

3.1 Presenter's Responsibilities. Presenter will be responsible for providing all services set forth in the Technical Rider and the Agreement from the Premises which includes but shall not be limited to providing the following at its sole cost and expense:

(a) provide clean, well-heated and well-lighted dressing rooms, protected by doors with locks, together with suitable tables, chairs, mirrors, lighting for make-up and toilet facilities, sufficient for the entire cast of the Event and as required by the specifications set forth in the Technical Rider;

(b) make sure that the Premises including any facilities, stage and backstage area are at a comfortable temperature as determined by Producer and if for any reason air conditioning units or heating units cannot be turned on, alternative methods of air conditioning, cooling and/or heating will be provided at Presenter's expense;

(c) provide all electrical power to be used for the presentation of the Event, as well as any and all additional electric wiring and power facilities that may be needed;

(d) provide all in-house equipment including, without limitation spot lights, fork lifts, genie lifts, staging, masking for the stage, phone lines, washer and dryer.;

(e) provide an EMT/medical attendant, if required by Premises; and

(f) provide adequate parking and permits for Event tractors and trailers alongside the Premises on the street or make suitable arrangements for the vehicles to be parked at an off-site secured location.

3.2 Use of Presenter's Personnel and Agents

Presenter, following meaningful consultation with Producer, will determine the precise types and levels of services to be provided during the License Periods; provided, however, that Presenter, at its own cost, reserves the right to unilaterally require certain reasonable minimum levels and types of services during the Event. Until the last performance of the Event, Producer may request Presenter to make any additions, deletions or changes to the staff or services.

3.3 Permits

In connection with the Event, Presenter will be solely responsible for obtaining any and all licenses, permissions, approvals and/or permits required by any entity including but not limited to any government authority and Presenter shall be exclusively responsible for the payment of any and all fees imposed by such entity which may be required to operate and/or conduct any activities related to the Event. County responsible for acquiring all necessary permits and/or licenses.

4. TICKETS

4.1 Sale of Tickets

(a) All tickets for admission to the Event shall be sold by Presenter; provided, however, that Presenter shall manage the sale of all admissions tickets through the use of Presenter's third party ticket agent ("TA") and no other such service provider.

(b) Producer will set the prices for all tickets with meaningful consultation afforded to the Presenter. However, such advertised retail ticket prices shall not include any facility, restoration, third party ticket agent (e.g., Ticketmaster) or any other fees. Should a ticket price include a facility, third party ticket agent or restoration fees without the prior written consent of the Producer, then the Producer will be entitled to retain one hundred percent (100%) of the amount of such applicable advertised retail ticket price, including any facility or restoration fees. The Producer acknowledges and agrees that (i) with the exception of complementary, consignment and group sales which shall be excluded from any charges, in addition to the price of each admission ticket, there shall be a service charge payable in the amount described and set forth on Appendix C (the "Service Charges"); (ii) Producer and Presenter will have no right to any portion of the Service Charges, unless indicated otherwise; and (iii) if applicable, the Premises will be entitled to receive a portion of the Service Charges as a result of an existing ticketing agreement.

(c) Notwithstanding the above, Presenter will offer tickets for the sale for the Event through the Premises' ticket windows and/or any Premise store(s). Such sales will be offered to the public at the face value of the tickets, without Service Charges, and Presenter will provide and pay for all staffing reasonably necessary to conduct such sales. All revenues generated through such sales will be subject to Section 6.2 below.

4.2 Retention of Ticket Revenue

(a) The Presenter, or the Premises when applicable, will retain for the benefit of Producer and Presenter all Gross Ticket Receipts from the sales of admission tickets to the Event. Not later than the conclusion of the last scheduled performance (the "Settlement Date"), TA, or the Premises and Presenter when applicable, shall resolve all financial matters consistent with the terms of the Agreement and the terms provided in Section 6 and distribute all monies owed to Producer, including the Producer's share of Net Ticket Receipts. Ticket is a local issue. Presenter will pay guarantee, royalty, and overages day of performance.

(b) Subject to Presenter's payment of any and all costs herein, Producer and Premises will have the first lien against ticket revenues. Presenter will not be entitled to withhold any amount of revenue.

(c) Notwithstanding Section 4.2(a), all ticket proceeds, prior to and during the Event, are automatically deemed to be held in trust for Producer and Presenter, with ownership remaining with Producer pending distribution. Such proceeds will not be subject to any bankruptcy proceedings involving Presenter or the Premises. However, should the Event not occur due to the negligence of Presenter, all ticket proceeds received prior to the Event are automatically held in trust for the respective ticket buyers, with ownership remaining with such ticket buyers until the Event begins. Presenter will not allow for any such ticket proceeds to be released by TA until the Event has begun or is cancelled and the funds returned.

(d) Presenter will keep and maintain complete and accurate books and records of the daily ticket sales, setting forth the exact number of tickets sold at each performance, revenue received, tickets not sold, passes honored, and taxes collected. Presenter must furnish such reports to Producer every Monday, Wednesday and Friday, from "on sale" through the last public performance of the Show. Producer will have the right during normal business hours to conduct an independent inspection of the box office revenue, tickets and other records with respect to the admission receipts.

(e) If the Event is cancelled, the party causing such cancellation shall have the obligation, at its own expense, to inform the public of such cancellation. If such party fails to so inform the public, the other party may announce such cancellation at the expense of the party causing the cancellation unless the cancellation is from the negligence of the Presenter. Further, in the event of cancellation, the retained ticket revenues will be applied to provide refunds to ticket buyers, subject to any requirements for retaining Service Charges and all monies due to Producer will be paid immediately. Without limitation to the foregoing, Presenter shall only be permitted to issue ticket refunds subject to Producer's consent, which consent shall not be unreasonably withheld.

4.3 Presenter and Producer "Hold" Tickets

Producer will be entitled to remove from the ticket manifest for its own use up to thirty (30) tickets per show ("Producer Hold Tickets"), in seating locations to be mutually agreed upon by the Presenter and Producer. All Producer Hold Tickets not so removed will be released for sale twenty four (24) hours prior to the scheduled show time.

Presenter shall be entitled to remove from the ticket manifest for its own use up to thirty (30) tickets per show ("Presenter Hold Tickets"), in locations to be mutually agreed upon by the Presenter and Producer. All Presenter Hold Tickets not so removed will be released for sale twenty four (24) hours prior to the scheduled show time.

5. SPONSORSHIP, ON-PREMISES SIGNAGE, PROMOTIONAL MATERIALS AND MARKETING

5.1 Event Sponsorship

Producer and Presenter shall be entitled to sell naming rights to the Event, sponsorships or presenting sponsorships in connection with the Event, or to display temporary advertising and promotional signage and messages within the Premises during the Event (collectively, "Event Sponsorship"), and shall retain the exclusive right to all revenues generated therefrom and divided as indicated within, all subject to the following conditions and limitations:

(a) The location, design and sponsor of each item of Event Sponsorship shall be subject to Producer's prior written approval; Approval will not be unreasonably withheld.

(b) Producer will be solely responsible for all costs associated with installing, maintaining, displaying and removing all displays for any of Producer's Event Sponsors, however all of the Producer's costs related thereto will be applied as deductions prior to the calculation of any revenue sharing arrangements.

5.2 Premise's Rights

Premises, in consultation with Producer, shall be entitled to make, display and distribute to those persons in attendance at the Event announcements and literature concerning future attractions to be held at the Premises; provided, however, that Presenter and Premises agree not to make any announcement of any event that is competitive to that of Producer's and that the amount and nature of such activities will be reasonable in scope and not interrupt and/or interfere with the presentation of the Event or the Event Sponsorships. If any Premise sponsors or other third parties are

to be identified in any such announcements or literature, their inclusion will be subject to the advance approval of Producer.

5.3 Distribution of Items

Producer may permit to be distributed any free souvenirs, novelties, programs, food, beverages or promotional materials of any nature or kind, subject to Premise's prior written consent which shall not be unreasonably withheld.

5.4 Marketing/Advertising Campaign/Promotion

(a) Subject to Producer's final approval, Producer and Presenter shall agree on a marketing budget including, but not limited to, print advertising, electronic media buys, direct mail expense, group sale expense, collateral materials, publicity expense, and any other items mutually agreed upon by both parties ("Advertising Campaign"). The Advertising Campaign shall begin on a mutually agreed upon date, preferably not less than eight (8) weeks prior to the Event. Should the parties enter into any agreements in respect of the Advertising Campaign, all agreements shall be in the name of Presenter for the benefit of Producer.

(b) The Advertising Campaign costs shall not include any fees or commissions from the Presenter, unless otherwise indicated, which fees or commissions shall include but shall not be limited to any media buying representative commissions, group sales commissions or any expenses for meals and entertainment, mileage, telephone, fax or office supplies by either party. Marketing budget is determined by the County, County is solely responsible for these costs.

(c) All Advertising Campaign invoices will be paid upon presentation of certified affidavits of performance that have been approved in advance by Producer and Presenter. Once Producer provides Presenter its written consent and approval of an invoice, it shall be Presenter's responsibility to pay any and all necessary fees associated with the Advertising Campaign in accordance with the terms hereof, which shall include the payment of any advances or guarantees required in respect of the Advertising Campaign.

(d) Presenter shall be entitled to promote the Event in the manner and to the extent the Producer deems appropriate. Presenter agrees that all advertising of the Event will be honest and true and will include accurate information on Event times/dates/content, ticket prices, and the type of seating (general or reserved). Producer shall provide Presenter with copies of advertising and media releases relating to the Event.

(e) Producer will have unencumbered use of the video screen, concourse monitors, visual messages and matrix boards before, during and after the Event. Operation of the video screen and matrix boards will be at Presenter's sole cost and manned and maintained by Premise's personnel and/or contractors.

6. BROADCAST AND MERCHANDISING RIGHTS

(a) Producer, through the use of its own staff and/or contractors or volunteers, shall have the exclusive right to sell Event Merchandise inside the Premises on the Event Day(s). Presenter however, shall have no rights, without Producer's prior written approval, to sell non-Event

Merchandise. County must identify any merchandise they desire to sell. Merchandise can't be similar in nature to that offered for sale by Producer.

(b) All rights in and to any and all audio and/or visual broadcast, re-broadcast, transmission, reproduction or recording of the Event in the Premises, or any part thereof, throughout the world in perpetuity via all forms of media now known or hereinafter discovered, will be the sole and exclusive property of the Producer, whether the same be for simultaneous or subsequent use. Notwithstanding the foregoing, Presenter expressly retains the right to take photographs of the Event for its own records. Presenter shall be prohibited from using such photograph for sale and for Presenter's own use or for any marketing, public relations and publicity purposes without Producer's prior written consent which consent may be withheld.

7. GENERAL TERMS REGARDING USE OF PREMISES

Without limitation to any other provision of this Agreement, Producer covenants and agrees:

(a) To produce the Event in accordance with advertised times and expectations, to the extent this is within Producer's control.

(b) To use and cause its employees, agents and invitees to use the Premises only for the purposes stipulated herein and for no other purpose.

(c) That Producer will give efficient, experienced and qualified supervision to the conduct of its agents and all personnel for which Producer is responsible, using its best skill and attention.

(d) To observe and comply with, and cause its employees, agents and invitees to observe and comply with, all rules, regulations and orders established by Presenter.

(e) Not use any unlawful devices without obtaining the respective required permit.

(f) To observe and comply with, and cause its employees, agents and invitees to observe and comply with, all provisions of law including (without limitation) federal, state and local laws, building rules and any other governmental regulations which relate to the use of the Premises and the production of the Event. Producer shall observe and comply with all police, fire and health regulations imposed by any governmental authority or fire insurance underwriters and observe and comply with all those terms and conditions of the insurance policies obtained pursuant to Section 14 that must be complied with in order to maintain such insurance policies in full force and effect.

(g) Provided that Presenter does not interfere, disrupt or interrupt the Event, Presenter shall have the right from time to time to enter the Premises for any purpose.

(h) That, except as may be otherwise expressly provided in this Agreement or agreed to in a writing signed by the parties, then as between Producer and Presenter, Producer shall be responsible for the removal from the Premises on or before the expiration of the License Period any and all equipment or other materials brought onto the Premises by Producer or any person using or occupying the Premises during the License Periods with the authority of Producer.

8. SECURITY AND DAMAGE

Without limitation to any other provision of this Agreement:

(a) Producer and all of its employees and contractors will comply with all rules and regulations for the security and operations of the Premises, subject to Premises issuing specific security and/or operating directives from time to time. Producer shall be solely responsible and liable for developing and maintaining all necessary measures for the maximum safety in the use of its employees and equipment utilized in conducting the Event including, without limitation, the installation and use of any equipment associated with the Event.

(b) Except for normal wear and tear, Producer and Presenter shall not cause or permit anything to be done whereby the Premises shall be in any manner damaged, marred or defaced.

(c) Presenter, Premise and Producer reserve the right to eject from the Premises any person or persons who, in the opinion of Premise and Producer, are conducting themselves in an objectionable manner.

(d) Except for normal wear and tear, Producer shall leave the Premises at the conclusion of the License Period in the same condition and state of repair as received by it.

(e) Producer shall have responsibility for all costs and expenses to repair any damage in or to the Premises as a result of or relating to Producer's breach of its warranties, representations or covenants in this Agreement. Producer's responsibility and liability for such damages shall not extend to reasonable wear and tear associated with the conduct of the Event.

(f) Premises reserves the right, without liability to Producer, to interrupt or terminate the Event and/or evacuate the Premises in the interest of public safety, when, in the reasonable judgment of Presenter in consultation with law enforcement or public safety personnel such act is necessary.

9. WARRANTIES AND INDEMNITY

9.1 Producer's Warranties and Indemnification

Producer represents and warrants to Presenter that it has (or will have at the time of the Event) valid, properly executed and compatible contract(s) with the performer(s) and all other parties and staff (other than the staff to be provided by Presenter pursuant to this Agreement) whose participation or services in the Event form the basis for Producer's desire to occupy the Premises (the "Participants"). It is the obligation and responsibility of Producer to timely inform the Participants of any and all general conditions, restrictions, and policies specified in this Agreement. Presenter shall have no liability or responsibility of any kind to Producer or Producer's employees or agents for any loss, damage or injury to any person (including, To the extent permitted by law, Producer and its officers, agents, employees, invitees, visitors and guests) or property in or around the Premises, its parking areas and environs or adjacent grounds or structures, unless the loss, damage or injury was caused by Presenter's negligence or willful misconduct. Without limiting the foregoing, Presenter

shall have no liability or responsibility for any force majeure event that causes interference or inconvenience caused by damage to the Premises or by repairs thereto or by failure or interruption in the supply of water, electricity, light, heat, air conditioning or any other facility or utility. Presenter shall use reasonable diligence to restore any services if they are interrupted.

Producer agrees to indemnify, defend and hold harmless Presenter and its respective officers, agents, employees, representatives, successors and assigns, from and against all loss, costs and expenses, including, without limitation, attorneys' fees and costs, arising out of any personal injury, property loss or damage or other claim resulting from the use or occupancy of the Premises, or any wrongful acts of, or failures to act by, Producer and Producer's officers, agents, employees, invitees, visitors, patrons and guests hereunder, provided any such claim is finally adjudicated by a court of law or arbitration proceeding, or settled upon the consent of Producer with an opportunity to defend any such claim.

Producer shall be responsible for obtaining and paying all costs and fees arising from, permissions and licenses for the use of patented, copyright or franchised materials, devices, processes, music, dramatic and other rights used in connection with the production of the Event, and shall indemnify and hold harmless Presenter for all expenses incurred as a result of Producer's failure to do so, provided any such claim is finally adjudicated by a court of law or arbitration proceeding, or settled upon the consent of Producer with an opportunity to defend any such action.

9.2 Presenter's Warranties and Indemnification

Presenter warrants and represents that (i) it has the right to license the use of the Premises for the Event; (ii) it has had similar types of events at the Premises and knows of no problems in obtaining permits and/or approvals for the Event; (iii) has the authority to carry out the commitments that Presenter undertakes pursuant to this Agreement; (iv) it shall be responsible for paying and submitting to any federal, state and/or local government any and all taxes required to be withheld; and (v) it shall be responsible for providing its employees with any insurance and other benefits required by law and shall further be responsible for withholding any and all payroll taxes and deductions as required by law.

Presenter agrees to indemnify, defend and hold harmless Marc Brown, Producer and Marc Brown Studios and its officers, directors, shareholders, agents, employees, representatives, successors, affiliates and any affiliated companies and assigns from and against all liability, loss, costs and expenses, including, without limitation, attorneys' fees and costs, arising out of: (i) any personal injury, property loss or damage or other claim arising from the responsibilities of Presenter under this Agreement; (ii) any acts, or failures to act, by Presenter and Presenter's officers, agents, employees, invitees, visitors, patrons, guests, or contractors hereunder; or (iii) any damage and/or claim resulting from any breach by Presenter of any covenant, representation and/or warranty set forth herein. The County agrees to indemnify, to the extent permitted by law, the Producer and at least two affiliates of the Producer for any claims, including breach of contract claims, arising from the County's defined responsibilities under this Agreement.

9.3 Notice of Claims, Defense

Producer or Presenter, as the case may be, shall promptly notify the other party of any actual claim, any written demand, the commencement of any action, or the occurrence of any other

event to which any indemnification under Section 9.1 or 9.2 applies (a "Claim"). The party from whom indemnification is sought may, at its option and cost, assume the defense of such Claim and/or the responsibility for any liability in connection therewith. If a party assumes the defense of the Claim and responsibility for any liability without reservation, it shall have the right to control the defense of the Claim and make any determination in connection with settlement or litigation upon notice to the other party. If it does not assume such responsibility without reservation, the other party may defend its own interests at its own costs, subject to the ultimate adjudication of responsibility for such costs.

10. INSURANCE

Presenter shall obtain and maintain in force during and for the License Periods the minimum commercial general liability insurance and errors and omissions coverage by an "A-Best" rated insurance carrier in an amount in respect of each policy of US\$3,000,000 for single occurrence and aggregate occurrence coverage inclusive of limits for bodily injury to, death of, or property damage to, third parties, and such policies of insurance shall include as named additional insured parties: Marc Brown and Producer and Marc Brown Studios, their respective officers, directors, shareholders, agents, employees, representatives, successors, affiliates and any affiliated companies and assigns. Written evidence in the form of a certificate or certified copy of an insurance policy issued by the insurer must be delivered to the Producer at least thirty (30) days prior to the Licensed Period, and shall contain an undertaking by the insurer not to cancel or limit the insurance coverage so described except upon no less than thirty (30) days prior written notice served on Producer. In the event that written notice of an acceptable insurance policy is not delivered to Producer at least ten (10) days prior to the Licensed Periods, Producer may, at its option and upon notice to Presenter, obtain such insurance as Producer reasonably deems necessary for the Event, the reasonable cost of which shall be deducted at Settlement and reimbursed to Producer. The parties acknowledge that the other party does not insure the property of the other party and, therefore, the owner of the property is advised to insure such property, and if such party fails to insure said property it is doing so at its own risk and the other party shall not be liable for any loss or damage to the other party's property no matter how or by whom caused, other than as a result of a willful act by the other party. State self-insurance is acceptable.

11. CANCELLATION BY PRODUCER

Producer agrees to give notice to Presenter of the cancellation of the Event immediately upon the necessity or desire for cancellation becoming known to Producer, and upon such notice of cancellation, unless due to an event of force majeure described in Section 12 below:

(a) All rights granted to Producer pursuant to this Agreement shall cease and Presenter shall be at liberty to enter and use the Premises during the License Period in such manner and for such purposes as it sees fit without liability or accountability to Producer in any respect whatsoever;

(b) Presenter shall only be entitled to be reimbursed for or receive as revenue, all monies paid to Presenter by Producer on account of the License Fee and Producer shall reimburse Presenter, on reasonable demand, for any Set-Up Costs and Staff/Equipment Charges incurred by Presenter as a result of the cancellation; and

(c) Producer will provide the notice of cancellation and refunds shall be made to the Presenters of admissions tickets.

12. CANCELLATION, TERMINATION BY FORCE MAJEURE OR PRESENTER AND SPECIAL DAMAGES

12.1 Force Majeure

In the event that performance by Presenter or Producer of any of their respective obligations hereunder is interrupted or prevented by any riot, war, act of terrorism, death, governmental order or regulation, embargo, act of God, labor disturbance including a strike or slow down, or any other cause beyond the reasonable control of the Presenter or Producer, then either Presenter or Producer shall have the right, at its sole option, to terminate this Agreement. Inclement weather shall not be deemed a force majeure as long as the Producer is able to perform as scheduled. On such termination of this Agreement, the Event (or any mutually agreed portion of the Event) shall be cancelled and no License Fee will be payable by Producer to Presenter with respect to the portion of the Event which has been cancelled and neither party shall be liable to the other party for any fees associated with the Event if the Event did not occur; provided, however should a portion of the Event have occurred the parties shall be liable to each other for those costs and fees incurred and/or due prior such force majeure event.

12.2 Cancellation of Events

With the exception of the provisions of Section 12.1 herein, in no other event shall Presenter have the right to cancel the Event. Breach of this provision will result in Producer suffering irreparable harm and, therefore, Producer shall have the automatic right to a grant of an injunction and shall be entitled to receive all available equitable relief. Liable for guarantee and all Producers costs incurred as a result of the cancellation.

12.3 No Damages

With the exception of Section 16.2 herein, in the event of any breach of this Agreement by either party ("Breaching Party"), the non-Breaching Party shall not have any direct or indirect right of action at law or in equity against the Breaching Party for any loss or damage of any nature or kind whatsoever, including any indirect, special and/or consequential damages including loss revenue suffered by the non-Breaching Party.

12.4 Notice and Refunds

The party responsible for termination of the Event will provide such notice and refunds shall be made to the Presenters of admissions tickets.

13. MISCELLANEOUS

13.1 Assignment

With the exception of Producer's rights to assign merchandising rights to a third party, the parties shall not assign this Agreement nor sub-license all or any part of the Premises without obtaining the other party's prior written consent.

13.2 Notices

Any and all notices, demands or documents of any kind which are desired or required to be given to either party may be given by personal delivery or by prepaid first-class mail (provided confirmation notice is sent via facsimile), and in any case shall be deemed to have been received on delivery or, if mailed, on the third business day following the date of mailing thereof. Until changed by written notice pursuant to this paragraph, the parties' addresses shall be as set forth in the opening section of this Agreement.

13.3 Captions; Severability; Waivers

The captions and headings in this Agreement are for reference only and shall not affect the interpretation of any provisions of this Agreement or their intent. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision hereunder shall be valid and enforceable to the fullest extent permitted by law. The failure to enforce any provision of this Agreement on any one or more instance shall not constitute a waiver or breach of any term, condition, covenant or representation hereof; provided, however, that any terms, covenants, or obligations of any party may be waived at any time in writing executed by the party or parties for whose benefit such terms exist.

13.4 Choice of Law; Venue

This Agreement and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Florida, without regard to the choice of law rules thereof. Venue of any suit, action or proceeding arising out of or relating to this Agreement shall lie exclusively in the state or federal courts located in St. Johns County, FL. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

13.5 Complete Agreement; Amendments

This Agreement is the final, complete and exclusive statement and expression of the full understanding between the parties hereto with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement supersedes any prior agreements (either written or oral), and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind. Except as expressly permitted in this Agreement, this Agreement may not be modified or amended except by written consent of the parties. All waivers must be in writing signed by the party waiving any right under this Agreement.

13.6 Relationship

The relationship between Presenter and Producer created by the Agreement is solely that of an operator and a party licensed for temporary use of the Premises and the same shall not constitute Producer as a tenant, agent, servant, employee or representative of Presenter, nor shall the same constitute the parties as partners of or joint venturers or joint employers with the other party.

13.7 Counterparts

This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.8 Protection Period and Confidentiality

Presenter in cooperation with Premises shall not permit the presentation of any multiple-performance family show, circus, ice show, concert or event directed to children under the age of ten (10) years of age ("Competitive Show") at the Premises or any facility either owned and/or operated by Presenter within forty (40) days prior and forty (40) days after the Event. If the Competitive Show is a one-performance or one-day (multiple performance) show Presenter further agrees that it will not permit such Competitive Show during the period commencing 40 days prior to and ending 40 days after the Event unless approved in advance by Producer which approval may be unreasonably withheld. In addition, Presenter agrees that, if any such Competitive Show is scheduled after the periods indicated above, Presenter or any third party will not, without Producer's written consent, advertise, go on sale or publicize performances of the Competitive Show. Further, Presenter shall not release any statistical data, such as box office receipts and/or attendance with Producer's express written authorization and consent. The Producer/Presenter must adhere to Section 119 of the Florida Statutes regarding Public Records stating that all state, county, and municipal records shall be open for personal inspection by any person.

The local government policy may override.



MERCHANDISE AGREEMENT

THIS MERCHANDISE AGREEMENT is entered into this 10th day of August 2007 by and between ST. JOHN'S COUNTY, FLORIDA / ST. AUGUSTINE AMPHITHEATRE & SJC FAIRGROUNDS ("Presenter") and COMPLETE MERCHANDISE, LLC ("Producer").

WHEREAS Complete Merchandise, LLC has the exclusive rights to sell any and all event merchandise ("Event Merchandise") related to the live production of ARTHUR LIVE! ("Event") which will take place on April 13, 2008 at St. Augustine Amphitheatre located at 1340 A1A South, St. Augustine, FL ("Premises");

WHEREAS Complete Merchandise, LLC has assigned the right to sell the Event Merchandise at the Event at the Premises to its exclusive vending company, Garco Concessions, LLC;

NOW, THEREFORE, and for good and valuable consideration which the parties acknowledge, the parties agree as follows:

1. Producer or its representative has the right, but not the obligation, to exclusively provide all Event Merchandise that will be offered for sale at the Event, and will be responsible for the production, quality and merchantability of all Event Merchandise, and for obtaining all licensing rights required for sale of the Event Merchandise. Producer shall be responsible for all returns, claims, issues pertaining to consumer safety, or any other type of liability claimed as a result of the purchase or use the Event Merchandise, and shall indemnify and defend Presenter against any such claims.
2. Producer will provide, at its expense, all staffing to sell the merchandise at the Event. Producer shall bear all the costs of recruiting, training, providing and compensating the staff, contractors or volunteers who sell the Event Merchandise at the Event
3. Producer shall be responsible for receiving, counting in, and counting out all Event Merchandise.
4. The Presenter will use its best efforts and all available legal remedies to prevent street vendors from selling merchandise within the surrounding area of the Premises, including requesting local Police to verify proper permits and identification of any street vendor offering for sale any Show related merchandise.
5. Presenter will work with Producer to identify reasonable and appropriate locations for Producer's merchandise stands in and around the Premises and will provide Producer

with electrical power, phone lines for credit card purchases, two 8' skirted tables and 2 chairs for such stands.

6. Compensation.

(a) The parties shall be entitled to the following compensation:

- Producer shall pay Presenter a **fee of \$.50 per paid ticket** for the "Net Merchandise Revenue." - Excluding amphitheatre merchandise which can not be child related.

(b) For purposes herein, "Net Merchandise Revenue" shall be defined as the gross amount received from the sale of the Event Merchandise less the following:

- (i) taxes;
- (ii) credit card fees, if applicable, and
- (iii) returns and complimentary ticket offerings.

7. Taxes. Producer shall collect any and all government required taxes from the sale of the Event Merchandise and at the Settlement Producer shall advise Presenter of the amount of taxes collected. Thereafter, at the Settlement, Presenter shall deduct from the gross amount received the sale of the Event Merchandise, the amount of taxes owed and Presenter shall then be responsible for remitting all taxes applicable to the sale of Event Merchandise to the proper government authorities.

8. Settlement. All payments will be made by the Producer's representative at the Settlement which shall be scheduled the final day of the Event. The parties will exert best efforts to present and resolve all financial matters at that time. All monies owed to Producer shall be wire transferred the following business day no later than 12:00 noon Eastern Time to Producer's designated bank account number which information shall be provided to Presenter by Producer's Merchandise Manager.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

("Presenter")

COMPLETE MERCHANDISING, LLC
("Producer")

By: _____
Name: St. John's County, Florida

By: _____
Name:
Title:

Title:

Mailing Address (for Presenter):

Mailing Address (for Producer):

St. John's County, Florida
c/o Ryan Dettra
St. Augustine Amphitheatre &
SJC Fairgrounds
1340 A1A South
St. Augustine, FL 32080
T. 904-471-1965
Cell: 904-501-0826
F. 904-501-0826

Complete Merchandising, LLC
10 East 40th Street – 48th Floor
New York, NY 10016

T. 212.404.7960

F. 212.404.7961

APPENDIX C

THIRD PARTY TICKET AGENT SERVICE CHARGES

Ticket Prices	CHARGE PER TICKET AT THE VENUE			Ticketing System:	Ticketmaster		
	Venue Window	Venue Phone	Venue Mail Order	Outlets	Phones	Internet	Mail Order
\$25							
\$15							
\$10							

All fees list above are the agreed upon per ticket services charge

Per Order Fee (mail):		Per Order Fee (mail):	
Per Order Fee (phone):		Per Order Fee (phone):	
Per Order Fee (group):		Per Order Fee (group):	

Notes and Comments:

Commissions: %	Discounts	Comps
Groups	Groups	
Telephone sales		
Internet sales		
Credit card sales		

