

EXHIBIT B-1

Student Organization Fund Approval for Expenditure in Excess of \$1,000.00

SCHOOL: UHS

Date: 12/18/17

DEPARTMENT: Theatre

Account: ~~627560000~~ 74

VENDOR: Music Theatre International

Amount: 12,660.00

PURPOSE OF EXPENDITURE [attach appropriate invoice(s): Rights to perform Peter Pan to be paid after closing of the show.

In accordance with the Student Organization Fund – Policy and Procedure Manual, I request approval of the referenced expenditure in excess of \$1,000.

NAME  
[Signature]  
SIGNATURE

\*\*\*\*\*  
Per the Student Organization Funds – Policy and Procedural Manual, student bodies, only written approval of either/or the Board Secretary/Business Administrator, may obligate themselves by contract for the purchase of goods and services greater than \$1,000.

I approve the purchase of goods/services per the attached.

\_\_\_\_\_  
Gregory Brennan, Business Administrator

\_\_\_\_\_  
Date

RECEIVED  
12/19/17

DATE 12/18/17

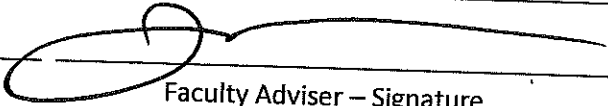
I. This will authorize the Treasurer of the UNION HIGH SCHOOL BOOSTER ASSOCIATION

Pay \$ 12,660.00 to the order of Music Theatre International

and charge the account of UHSPAL Acct. No. 77

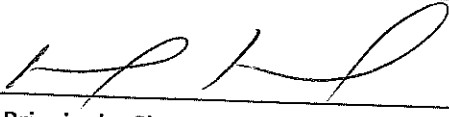
Purpose: Rights to perform Peter Pan to be paid after closing of the show.

Peter Pan  
Club or Activity

  
Faculty Adviser - Signature

II. Account Balance \_\_\_\_\_ Verified by \_\_\_\_\_

Date \_\_\_\_\_ Comment \_\_\_\_\_

III. Approved   
Principal - Signature

Date 12/18/17

IV. Date Paid \_\_\_\_\_ Check No. \_\_\_\_\_ Acct. No. \_\_\_\_\_

Processed by \_\_\_\_\_

# CONTRACT CONFIRMATION

COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: ANDREI STRIZEK  
Your MTI Account Number: 0023722  
Contract No: 9449485 Printed On: 07/20/17

## CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: UNION HIGH SCHOOL  
Name of Show: PETER PAN  
Name and address of performance space/venue: UNION HIGH SCHOOL  
2350 NORTH THIRD STREET, UNION, NJ 07083

Date(s) of performance(s): 03/16/2018 - 03/25/2018

Contract Expires: 08/31/2017

Please list number of performances

for each calendar month: Seven In March

SHIP WITH:  Partial/Alternate Orchestration  Full Orchestration  No Orchestration  
(check one) (If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract. If Alternate Orchestration, and more than one alternate orchestration exists, please indicate which version - ie: 17 piece or 13 piece)

ROYALTY: Royalty A for 7 performance(s) @ \$ 1,690.00 per performance, a total of \$ 11,830.00

RENTAL: \$830.00 for a standard set of materials or any part thereof \$ 830.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X \_\_\_\_\_ months \$ \_\_\_\_\_

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license \$ 400.00  
Failure to do so may result in a delay in the processing of your license.

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ NA

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. \$ NA

TOTAL: \$ 13,060.00

TOTAL AMOUNT ENCLOSED: \$ 400.00

OUTSTANDING OBLIGATIONS: \$ 12,660.00

## SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges.  
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one)  RUSH  SECOND DAY  GROUND

Shipping Address: \_\_\_\_\_

(NO P.O. BOXES) 2350 North Third Street, Attention James Mosser

City: Union State: NJ Zip/Pastal Code: 07083

## PAYMENT

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

CREDIT CARD:  VISA  MASTERCARD  AMERICAN EXPRESS

Card Number: 5178 0584 6814 0762 Exp. Date 09/20

Name on Card: James Mosser

Signature: \_\_\_\_\_ Amount: 400.00 (Security Fee)

PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

## ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at [www.MTIShows.com/PerfLicense](http://www.MTIShows.com/PerfLicense).

PRINT YOUR NAME James Mosser TITLE Director of Theatre

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE 9/6/17

DAYTIME TELEPHONE 908-851-6780 EMAIL JMosser@twpunionschools.org

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

TOWNSHIP OF UNION BOARD OF EDUCATION  
UNION, NEW JERSEY

FILE CODE 3453

EXHIBIT B-1

Student Organization Fund Approval for Expenditure in Excess of \$1,000.00

SCHOOL: UHS

Date: 12/11/17

DEPARTMENT: Theatre Account: 77

VENDOR: Mario Alonso Amount: \$1,500.00

PURPOSE OF EXPENDITURE [attach appropriate invoice(s): Scenic Design of  
UHS PAC production of Godspell

In accordance with the Student Organization Fund – Policy and Procedure Manual, I request approval of the referenced expenditure in excess of \$1,000.

Corey Lowery  
NAME

[Signature]  
SIGNATURE

\*\*\*\*\*

Per the Student Organization Funds – Policy and Procedural Manual, student bodies, only written approval of either/or the Board Secretary/Business Administrator, may obligate themselves by contract for the purchase of goods and services greater than \$1,000.

I approve the purchase of goods/services per the attached.

\_\_\_\_\_  
Gregory Brennan, Business Administrator

\_\_\_\_\_  
Date

RECEIVED  
12/19/17

DATE 12/11/17

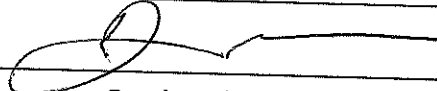
I. This will authorize the Treasurer of the UNION HIGH SCHOOL BOOSTER ASSOCIATION

Pay \$ 4,500.00 to the order of Mario Alonso

and charge the account of UHSPAC Acct. No. 77

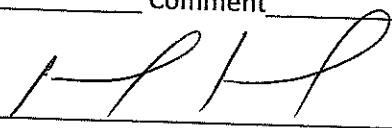
Purpose: Scenic Designs For UHSPAC Godspell

Godspell  
Club or Activity

  
Faculty Adviser - Signature

II. Account Balance \_\_\_\_\_ Verified by \_\_\_\_\_

Date \_\_\_\_\_ Comment \_\_\_\_\_

III. Approved   
Principal - Signature

Date 12/11/17

IV. Date Paid \_\_\_\_\_ Check No. \_\_\_\_\_ Acct. No. \_\_\_\_\_

Processed by \_\_\_\_\_



TOWNSHIP OF UNION BOARD OF EDUCATION  
UNION, NEW JERSEY

FILE CODE 3453

EXHIBIT B-1

Student Organization Fund Approval for Expenditure in Excess of \$1,000.00

SCHOOL: UHS

Date: 12/11/17

DEPARTMENT: Theatre Account: 77

VENDOR: Joe Spinogeth Designs Amount: \$1,600.00

PURPOSE OF EXPENDITURE [attach appropriate invoice(s): Projection / media design of UHSPAC production of Godspell

In accordance with the Student Organization Fund – Policy and Procedure Manual, I request approval of the referenced expenditure in excess of \$1,000.

Corey Lowery  
NAME

[Signature]  
SIGNATURE

\*\*\*\*\*

Per the Student Organization Funds – Policy and Procedural Manual, student bodies, only written approval of either/or the Board Secretary/Business Administrator, may obligate themselves by contract for the purchase of goods and services greater than \$1,000.

I approve the purchase of goods/services per the attached.

\_\_\_\_\_  
Gregory Brennan, Business Administrator

\_\_\_\_\_  
Date

RECEIVED  
12/19/17

COMPLETE SECTION I ONLY

DATE 12/11/17

I. This will authorize the Treasurer of the UNION HIGH SCHOOL BOOSTER ASSOCIATION

Pay \$ 1,600.00 to the order of Joe Spinogutti Designs

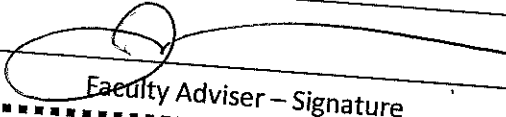
and charge the account of UHSPAC

Acct. No. 77

Purpose: Projection / media design for Godspell

Godspell

Club or Activity



Faculty Adviser - Signature

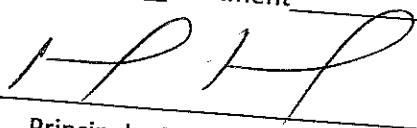
II. Account Balance \_\_\_\_\_

Verified by \_\_\_\_\_

Date \_\_\_\_\_

Comment \_\_\_\_\_

III. Approved \_\_\_\_\_



Principal - Signature

Date 12/15/17

IV. Date Paid \_\_\_\_\_

Check No. \_\_\_\_\_

Acct. No. \_\_\_\_\_

Processed by \_\_\_\_\_



# Invoice

**Project # UHS-0005**

Project: Godspell Projection Design - UHS PAC

Revision: 1

Date: 12/11/17

Customer ID #: **UHS0005**

5850 Centre Avenue #615  
Pittsburgh, PA 15206

Joe@JoeSpinogatti.com  
412.576.8486

# JS

JOE SPINOGATTI  
DESIGNS

<b>Bill to:</b> Union High School PAC 2350 North Third Street Union, NJ 07083	<b>Site:</b> Union High School PAC 2350 North Third Street Union, NJ 07083
<b>Attn:</b> James Mosser	<b>Contact:</b> James Mosser
<b>Phone:</b> 908-851-6780 (o)	<b>Phone:</b> 908-851-6780 (o)

## Services

Item Description	Fee
Projection Design - Godspell	\$1,600.00
<b>Subtotal</b>	<b>\$1,600.00</b>

## Invoice # UHS-0005

Comments:	<b>Design Fee</b>	\$1,600.00
	<b>Invoice Total</b>	<b>\$1,600.00</b>



DATE 12/18/17

I. This will authorize the Treasurer of the UNION HIGH SCHOOL BOOSTER ASSOCIATION

Pay \$ 1,300.00 to the order of Foy Enterprises Inc.

and charge the account of UHS PAC Acct. No. 77

Purpose: 2<sup>nd</sup> Payment to be paid in March for Peter Pan Flying.

Peter Pan  
Club or Activity Faculty Adviser - Signature

II. Account Balance \_\_\_\_\_ Verified by \_\_\_\_\_

Date \_\_\_\_\_ Comment \_\_\_\_\_

III. Approved [Signature] Date 12/18/17  
Principal - Signature

IV. Date Paid \_\_\_\_\_ Check No. \_\_\_\_\_ Acct. No. \_\_\_\_\_

Processed by \_\_\_\_\_



# Foy Enterprises Inc.

*Creators of Unique Mechanical Effects for the Theatrical Industry*



## Invoice

Date	Invoice #
10/11/2017	0318018

3275 E. Patrick Lane  
 Las Vegas, NV 89120  
 Office (702) 454-3300 Fax (702) 454-7369

Bill To
Union High School Performing Arts Company James Mosser 2350 N. Third Street Union, NJ 07083

Ship To
Union High School Theatre 2350 N. Third Street Union, NJ 07083

P.O. No.	Due Date	Terms
	3/12/2018	

Project

Quantity	Description	U/M	Rate	Amount
	Royalty Fees for services provided in connection with: "Peter Pan" March 16 - 25, 2018			
	Contractual Agreement Payment #2		1,300.00	1,300.00
			<b>Total</b>	\$1,300.00

EXHIBIT B-1

Student Organization Fund Approval for Expenditure in Excess of \$1,000.00

SCHOOL: UHS

Date: 12/18/17

DEPARTMENT: Theatre Account: 77

VENDOR: Foy Inventories Amount: 1,958.00

PURPOSE OF EXPENDITURE [attach appropriate invoice(s): 1<sup>st</sup> Payment for  
Flying effects in Peter Pan.

In accordance with the Student Organization Fund – Policy and Procedure Manual, I request approval of the referenced expenditure in excess of \$1,000.

Corey Lowery  
NAME

[Signature]  
SIGNATURE

\*\*\*\*\*

Per the Student Organization Funds – Policy and Procedural Manual, student bodies, only written approval of either/or the Board Secretary/Business Administrator, may obligate themselves by contract for the purchase of goods and services greater than \$1,000.

I approve the purchase of goods/services per the attached.

\_\_\_\_\_  
Gregory Brennan, Business Administrator

\_\_\_\_\_  
Date

RECEIVED  
12/19/17

DATE 12/18/17

I. This will authorize the Treasurer of the UNION HIGH SCHOOL BOOSTER ASSOCIATION

Pay \$ 1,958.00 to the order of Foy Enterprises INC.

and charge the account of UHS PAL Acct. No. 77

Purpose: 1st Payment For Flying effects in Peter Pan.

Peter Pan

Club or Activity

Faculty Adviser - Signature

II. Account Balance \_\_\_\_\_ Verified by \_\_\_\_\_

Date \_\_\_\_\_ Comment \_\_\_\_\_

III. Approved [Signature]  
Principal - Signature

Date 12/18/17

IV. Date Paid \_\_\_\_\_ Check No. \_\_\_\_\_ Acct. No. \_\_\_\_\_

Processed by \_\_\_\_\_



# Foy Enterprises Inc.

*Creators of Unique Mechanical Effects for the Theatrical Industry*



## Invoice

Date	Invoice #
10/11/2017	0318017

3275 E. Patrick Lane  
 Las Vegas, NV 89120  
 Office (702) 454-3300 Fax (702) 454-7369

Bill To
Union High School Performing Arts Company James Mosser 2350 N. Third Street Union, NJ 07083

Ship To
Union High School Theatre 2350 N. Third Street Union, NJ 07083

P.O. No.	Due Date	Terms
	10/11/2017	Due Upon Rec...

Project

Quantity	Description	U/M	Rate	Amount
	Royalty Fees for services provided in connection with: "Peter Pan" March 16 - 25, 2018			
3	Contractual Agreement Payment #1 : Due upon receipt:		550.00	1,650.00
	Contractual Agreement Payment #1 : Due upon receipt:		308.00	308.00
			<b>Total</b>	\$1,958.00



# Foy Invention Enterprises Inc.

*Creators of Unique Mechanical Effects for the Theatrical Industry*



October 11, 2017

James Mosser  
Union High School Performing Arts Company  
2350 North Third Street  
Union, New Jersey 07083

Dear Mr. Mosser:

Enclosed please find two (2) originals of the agreement between Foy Invention Enterprises, Inc. and Union High School Performing Arts Company, relative to its upcoming production of *Peter Pan*.

Please have both originals signed on behalf of Union High School Performing Arts Company, and return both to me. I will then have them countersigned on behalf of Foy Invention Enterprises, Inc. and return one (1) fully executed original to you for your files.

A copy of Foy's harness chart is included. Please have the chart completed with the requested measurements and return it to me at your earliest convenience.

A pair of invoices representing the contractual payment amounts as set forth in the agreement is also enclosed.

Should you have any questions or concerns, do not hesitate to contact me.

Kind Regards,

James S. Hansen

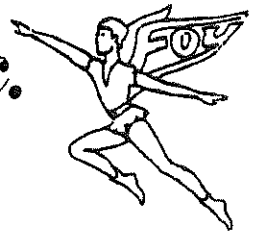
Enclosures





# Foy Invention Enterprises Inc.

*Creators of Unique Mechanical Effects for the Theatrical Industry*



James Mosser  
Union High School Performing Arts Company  
2350 North Third Street  
Union, New Jersey 07083

October 11, 2017

Re: Foy Theatre Flying Effects Service Agreement

Dear Mr. Mosser:

This "Foy Theatre Flying Effects Service Agreement" (hereinafter "Agreement") is entered into between Foy Invention Enterprises, Inc. ("Foy"), a lawful Nevada corporation, and Union High School Performing Arts Company ("Union"). Upon the execution of this Agreement by the authorized representatives of Foy and Union (hereinafter the "Parties"), the following terms and conditions shall be binding upon the Parties, and become effective on the date Foy receives the executed copy and initial payment from Union.

1. Production. Foy will provide and assist Union with the creation of the flying effects and sequences for Union's production of "Peter Pan" to be presented from March 16, 2018 to March 25, 2018, at the Union High School Theatre in Union, New Jersey.

2. Flying Equipment ("Equipment"). The Equipment is described as follows:

One (1) single-wire compound Track on Track® system; Three (3) single-wire Pendulum systems; Five (5) Flying Harnesses; Rigging Package; One (1) 3-miliwatt diode pump solid state green "Tinkerbell" laser with heavy duty tripod; Two (2) pound of "Tinkerbell" fairy dust

3. Flying Services. Together with the Equipment, Foy will provide Flying Services through a Flying Director on March 9, 2018 to March 11, 2018. During this time, the Flying Services will include the following: supervise the installation of the Equipment, instruct Union's cast and crew in its proper use, perform harness fittings, assist in staging the flying sequences, rehearse with the cast and crew, and instruct the crew on the proper strike and packaging of the Equipment. Union shall be responsible for providing the necessary and properly qualified cast and crew.

4. Fees: Union shall pay Foy Invention Enterprises, Inc. \$3,258.00, plus expenses (to be invoiced at the end of the production) as set forth in Paragraphs 6 & 7 of this Agreement, payable as follows:

\$1,958.00 upon signing this Agreement; and  
\$1,300.00 by March 12, 2018



5. Additional Flying Director Services: Any additional service days required of Foy personnel, not listed in Paragraph 3 of this Agreement, will be invoiced at a rate of \$550.00 per working man day and \$275.00 per travel man day, plus expenses as set forth in Paragraphs 6 & 7 of this Agreement. All Flying Director days are based on a ten (10) hour workday. Days in excess of ten (10) hours shall be invoiced at a rate of \$82.50 per man per hour.

6. Transportation Expenses. Union agrees to pay transportation expenses for the Equipment and Flying Director (round trip) between their home bases and Union, New Jersey. Equipment shall arrive by March 8, 2018. Union agrees to return ship the Equipment by March 26, 2018. All transportation shall be by road at a rate of \$0.535/mile OR the current amount allowed by the IRS, plus tolls. All shipping shall be by road via common carrier. Union may alternatively elect to pick up and/or return the Equipment, in order to reduce or eliminate shipping costs.

When the Equipment is ready to be return-shipped, Union agrees to package the Equipment as instructed by the Flying Director and contact Foy. Foy agrees to set up the return shipment on Union's behalf, unless alternative arrangements are made in advance.

7. Per Diem Expenses. Union agrees to pay the Flying Director's per diem meal and incidental allowance currently in the sum of \$59.00/day (based upon U.S. General Services Administration standard allowances – Union County, New Jersey).

8. Restricted Reproduction Rights. The royalty fees in this Agreement are only for the use of the flying effects in the live performances and the rehearsals for said performances. Any other use, such as for recording or reproduction (live or taped) - with the exception of archival documentation for Union's use (neither intended nor used for commercial broadcast) – is prohibited and must be negotiated under a separate written agreement.

9. No Conveyance of Ownership Rights. Nothing in this Agreement shall be construed as conveying ownership of the Flying Equipment. All Flying Equipment and harnesses supplied by Foy shall remain Foy's property and Foy retains both patent and proprietary rights in their design. Photographic, filmed or videotaped images of the actual mechanical equipment or flying harnesses is strictly prohibited without the express written consent of Foy. The intent of this provision is to protect the Foy's designs of the Flying Equipment and harnesses, and the component parts. However, this provision does not prohibit Union from using images of the Flying Effects as set forth in Paragraph 8 of this Agreement.

10. Labor & Equipment to Install, Operate, and Strike. Union agrees to provide the necessary and qualified labor to assist Foy's personnel in the installation of the Flying Equipment. Union agrees to provide the necessary and qualified labor to operate the Flying Equipment for the show. Union agrees to provide the necessary and qualified labor to dismantle and package the Flying Equipment at the end of the production. Union shall make every effort to see to it that the same operators are present to run the Equipment; the training of double cast and technicians may require additional days for Foy personnel during the rehearsal process.



Additional days, if needed, shall fall under Paragraph 5 of this Agreement. Union agrees to supply a genie lift, ladder or other form of access to the ceiling of the venue. Union agrees to supply 120vac electrical power to the "Tinkerbell" laser (standard wall outlet).

11. Daily Maintenance: Union agrees to inspect the Equipment each and every day of performance in keeping with safe operational procedures, and to maintain the Equipment as instructed by Foy. Foy agrees to train Union's personnel in the standard daily inspection and maintenance of the systems.

12. Production Credit. Foy shall receive title page program credit reading: Flying by Foy in a box.

13. Insurance: Upon Union's written request, Foy agrees to provide, free of charge for the term of the Agreement, Foy's standard certificate of insurance naming "Union High School Performing Arts Company" and/or any other entities Union may reasonably require as additional insured relative to the use of Foy's Equipment and services.

Union agrees to provide Foy with a list of additional insureds in the form that they are to appear on the certificate, and contact information necessary to forward the certificate to the appropriate parties.

14. Reciprocal Indemnification

a. Union agrees to indemnify and hold harmless Foy, its employees, agents, officers, directors, and representatives from and against any and all damages, costs (including reasonable attorney's fees and costs), liability, claims, and demands, including claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken or out of the activities by Union in the theatrical event known as "Peter Pan", except for claims arising through the sole negligence or willful misconduct of Foy, its agents, employees, and representatives.

b. Foy agrees to indemnify and hold harmless Union, its employees, agents, officers, directors, and representatives from and against any and all damages, costs (including reasonable attorney's fees and costs), liability, claims, and demands, including claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken or out of the activities by Foy in the theatrical event known as "Peter Pan", except for claims arising through the sole negligence or willful misconduct of Union, its agents, employees, and representatives.

15. Sole Ownership. Foy is the sole owner of the Equipment and rights granted to Union hereunder, and the Equipment and rights are not subject to any prior agreement, lien or other claims or rights which may interfere with the rights herein granted.



16. Return of Equipment. Union acknowledges that the Equipment is the sole property of Foy and therefore has no ownership interest in the Equipment. Moreover, upon the completion of this Agreement or if Union materially breaches this Agreement, Foy shall have the exclusive right to the return of the Equipment. Union shall reimburse Foy all reasonable attorney's fees and costs incurred regarding the retrieval of the Equipment, including seizure, court orders, equitable relief, and any other related judicial enforcements procedures.

17. Entire Agreement. This written Agreement, including any Exhibits, constitutes the entire Agreement between the Parties regarding the Production and supersedes all prior negotiations, agreements, proposals, statements, and understandings, whether written or verbal. Finally, this Agreement may be amended by a written document executed by the parties.

**SIGNATURES OF AUTHORIZED REPRESENTATIVES  
OF THE PARTIES**

Dated: \_\_\_\_\_, 2017

Foy Inventerprises, Inc.

By: \_\_\_\_\_

Title: Vice President of Operations  
Las Vegas, Nevada

Dated: \_\_\_\_\_, 2017

Union High School  
Performing Arts Company

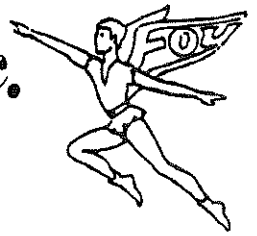
By: \_\_\_\_\_

Title: \_\_\_\_\_  
Union, New Jersey



# Foy Invention Enterprises Inc.

*Creators of Unique Mechanical Effects for the Theatrical Industry*



James Mosser  
Union High School Performing Arts Company  
2350 North Third Street  
Union, New Jersey 07083

October 11, 2017

Re: Foy Theatre Flying Effects Service Agreement

Dear Mr. Mosser:

This "Foy Theatre Flying Effects Service Agreement" (hereinafter "Agreement") is entered into between Foy Invention Enterprises, Inc. ("Foy"), a lawful Nevada corporation, and Union High School Performing Arts Company ("Union"). Upon the execution of this Agreement by the authorized representatives of Foy and Union (hereinafter the "Parties"), the following terms and conditions shall be binding upon the Parties, and become effective on the date Foy receives the executed copy and initial payment from Union.

1. Production. Foy will provide and assist Union with the creation of the flying effects and sequences for Union's production of "Peter Pan" to be presented from March 16, 2018 to March 25, 2018, at the Union High School Theatre in Union, New Jersey.

2. Flying Equipment ("Equipment"). The Equipment is described as follows:

One (1) single-wire compound Track on Track® system; Three (3) single-wire Pendulum systems; Five (5) Flying Harnesses; Rigging Package; One (1) 3-miliwatt diode pump solid state green "Tinkerbell" laser with heavy duty tripod; Two (2) pound of "Tinkerbell" fairy dust

3. Flying Services. Together with the Equipment, Foy will provide Flying Services through a Flying Director on March 9, 2018 to March 11, 2018. During this time, the Flying Services will include the following: supervise the installation of the Equipment, instruct Union's cast and crew in its proper use, perform harness fittings, assist in staging the flying sequences, rehearse with the cast and crew, and instruct the crew on the proper strike and packaging of the Equipment. Union shall be responsible for providing the necessary and properly qualified cast and crew.

4. Fees: Union shall pay Foy Invention Enterprises, Inc. \$3,258.00, plus expenses (to be invoiced at the end of the production) as set forth in Paragraphs 6 & 7 of this Agreement, payable as follows:

\$1,958.00 upon signing this Agreement; and  
\$1,300.00 by March 12, 2018



5. Additional Flying Director Services: Any additional service days required of Foy personnel, not listed in Paragraph 3 of this Agreement, will be invoiced at a rate of \$550.00 per working man day and \$275.00 per travel man day, plus expenses as set forth in Paragraphs 6 & 7 of this Agreement. All Flying Director days are based on a ten (10) hour workday. Days in excess of ten (10) hours shall be invoiced at a rate of \$82.50 per man per hour.

6. Transportation Expenses. Union agrees to pay transportation expenses for the Equipment and Flying Director (round trip) between their home bases and Union, New Jersey. Equipment shall arrive by March 8, 2018. Union agrees to return ship the Equipment by March 26, 2018. All transportation shall be by road at a rate of \$0.535/mile OR the current amount allowed by the IRS, plus tolls. All shipping shall be by road via common carrier. Union may alternatively elect to pick up and/or return the Equipment, in order to reduce or eliminate shipping costs.

When the Equipment is ready to be return-shipped, Union agrees to package the Equipment as instructed by the Flying Director and contact Foy. Foy agrees to set up the return shipment on Union's behalf, unless alternative arrangements are made in advance.

7. Per Diem Expenses. Union agrees to pay the Flying Director's per diem meal and incidental allowance currently in the sum of \$59.00/day (based upon U.S. General Services Administration standard allowances – Union County, New Jersey).

8. Restricted Reproduction Rights. The royalty fees in this Agreement are only for the use of the flying effects in the live performances and the rehearsals for said performances. Any other use, such as for recording or reproduction (live or taped) - with the exception of archival documentation for Union's use (neither intended nor used for commercial broadcast) – is prohibited and must be negotiated under a separate written agreement.

9. No Conveyance of Ownership Rights. Nothing in this Agreement shall be construed as conveying ownership of the Flying Equipment. All Flying Equipment and harnesses supplied by Foy shall remain Foy's property and Foy retains both patent and proprietary rights in their design. Photographic, filmed or videotaped images of the actual mechanical equipment or flying harnesses is strictly prohibited without the express written consent of Foy. The intent of this provision is to protect the Foy's designs of the Flying Equipment and harnesses, and the component parts. However, this provision does not prohibit Union from using images of the Flying Effects as set forth in Paragraph 8 of this Agreement.

10. Labor & Equipment to Install, Operate, and Strike. Union agrees to provide the necessary and qualified labor to assist Foy's personnel in the installation of the Flying Equipment. Union agrees to provide the necessary and qualified labor to operate the Flying Equipment for the show. Union agrees to provide the necessary and qualified labor to dismantle and package the Flying Equipment at the end of the production. Union shall make every effort to see to it that the same operators are present to run the Equipment; the training of double cast and technicians may require additional days for Foy personnel during the rehearsal process.



Additional days, if needed, shall fall under Paragraph 5 of this Agreement. Union agrees to supply a genie lift, ladder or other form of access to the ceiling of the venue. Union agrees to supply 120vac electrical power to the "Tinkerbell" laser (standard wall outlet).

11. Daily Maintenance: Union agrees to inspect the Equipment each and every day of performance in keeping with safe operational procedures, and to maintain the Equipment as instructed by Foy. Foy agrees to train Union's personnel in the standard daily inspection and maintenance of the systems.

12. Production Credit. Foy shall receive title page program credit reading: Flying by Foy in a box.

13. Insurance: Upon Union's written request, Foy agrees to provide, free of charge for the term of the Agreement, Foy's standard certificate of insurance naming "Union High School Performing Arts Company" and/or any other entities Union may reasonably require as additional insured relative to the use of Foy's Equipment and services.

Union agrees to provide Foy with a list of additional insureds in the form that they are to appear on the certificate, and contact information necessary to forward the certificate to the appropriate parties.

14. Reciprocal Indemnification

a. Union agrees to indemnify and hold harmless Foy, its employees, agents, officers, directors, and representatives from and against any and all damages, costs (including reasonable attorney's fees and costs), liability, claims, and demands, including claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken or out of the activities by Union in the theatrical event known as "Peter Pan", except for claims arising through the sole negligence or willful misconduct of Foy, its agents, employees, and representatives.

b. Foy agrees to indemnify and hold harmless Union, its employees, agents, officers, directors, and representatives from and against any and all damages, costs (including reasonable attorney's fees and costs), liability, claims, and demands, including claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken or out of the activities by Foy in the theatrical event known as "Peter Pan", except for claims arising through the sole negligence or willful misconduct of Union, its agents, employees, and representatives.

15. Sole Ownership. Foy is the sole owner of the Equipment and rights granted to Union hereunder, and the Equipment and rights are not subject to any prior agreement, lien or other claims or rights which may interfere with the rights herein granted.



16. Return of Equipment. Union acknowledges that the Equipment is the sole property of Foy and therefore has no ownership interest in the Equipment. Moreover, upon the completion of this Agreement or if Union materially breaches this Agreement, Foy shall have the exclusive right to the return of the Equipment. Union shall reimburse Foy all reasonable attorney's fees and costs incurred regarding the retrieval of the Equipment, including seizure, court orders, equitable relief, and any other related judicial enforcements procedures.

17. Entire Agreement. This written Agreement, including any Exhibits, constitutes the entire Agreement between the Parties regarding the Production and supersedes all prior negotiations, agreements, proposals, statements, and understandings, whether written or verbal. Finally, this Agreement may be amended by a written document executed by the parties.

**SIGNATURES OF AUTHORIZED REPRESENTATIVES  
OF THE PARTIES**

Dated: \_\_\_\_\_, 2017

Foy Inventerprises, Inc.

By: \_\_\_\_\_

Title: Vice President of Operations  
Las Vegas, Nevada

Dated: \_\_\_\_\_, 2017

Union High School  
Performing Arts Company

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Union, New Jersey





## Foy Harness Chart

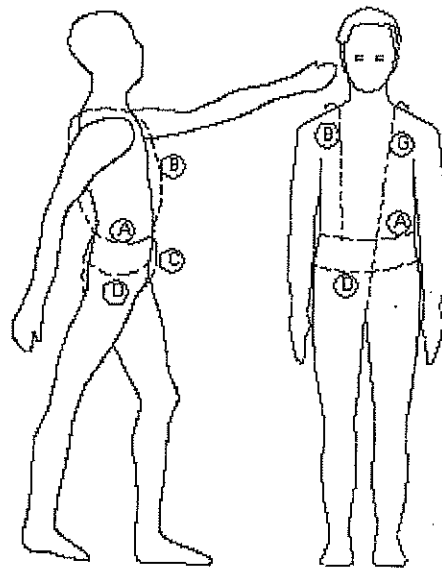
Show: \_\_\_\_\_ City/State: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Please fill out the following information and return to: Foy Invention Enterprises, Inc.  
 3275 East Patrick Lane  
 Las Vegas, NV 89120  
 Fax#: (702) 454-7369

Please note:

- (A) is waist measurement
- (B) is measurement from waist at front, over shoulder, to waist at back
- (C) is measurement from waist at front, between legs, to waist at back
- (D) is hip at widest part
- (G) is full girth measurement from waist at front, over shoulder, between legs, back to waist at front



Use Navel as a reference point for the A-B-C measurements.

All measurements should be tight.

Character's Name	Harn #	Performer's Name	"A"	"B"	"C"	"D"	"G"	Height	Weight

Township of Union Board of Education  
**STUDENT ACTIVITY ACCOUNT - REIMBURSEMENT REQUEST**

EVERY EFFORT TO PAY WITH A CHECK FROM THE STUDENT ACTIVITY ACCOUNT DIRECTLY TO THE VENDOR MUST BE MADE BEFORE REIMBURSEMENT WILL BE CONSIDERED.

*Student Activity Reimbursement requests must be pre-approved by the principal and superintendent prior to the purchase. If this Student Activity Reimbursement Request form is not submitted prior to purchase the reimbursement will NOT be processed.*

Date: 12/19/17  
 Employee Name: James Mosser  
 Acct Name: UHSPAC  
 Acct. No.: 77

**Reason for Reimbursement Request:**

Pre-Approval of expenses associated with producing Peter Pan for the UHSPAC Spring 2018

Below is an estimated listing of potentially needed items. Actual invoices will follow.

**Estimate of Itemized Expenses**

DESCRIPTION	COST
Costume pieces: including but not limited to hats, belts, shoes, swords, etc	\$
Fabric and other notions for the creation of costume pieces	\$
Shipping Expenses for the return of rented items	\$
Replacement parts to repair UHSPAC tools and equipment	\$
Tools and parts associated with the construction of scenic elements	\$
Set Dressing and Personal Props	\$
Reimbursement for software associated with music or other production elements	\$
	\$
	\$

**TOTAL AMOUNT OF REIMBURSEMENT:** \$ Not to exceed 3,000.00

Note: Sales tax is not eligible for reimbursement.

**A COPY OF THIS APPROVAL MUST ACCOMPANY YOUR OFFICIAL REQUEST FOR REIMBURSEMENT, ALONG WITH CONFIRMING RECEIPTS.**


**IF TOTAL AMOUNT EXCEEDS \$999 BOARD APPROVAL IS REQUIRED**

Employee Signature

Date

12/19/17

**FOR OFFICIAL USE ONLY:**

Approved	More Info. Needed	Not Approved	Date
			<u>12/19/17</u>
Principal Signature			Date
Approved	More Info. Needed	Not Approved	Date
Superintendent or Designee Signature			Date

## Cappiello, Diane

---

**From:** Julia Vicidomini <jvicidomini@twpunionschools.org>  
**Sent:** Tuesday, December 19, 2017 3:51 PM  
**To:** Cappiello, Diane  
**Subject:** January Agenda Item  
**Attachments:** Student Activity Reimbursement Form Peter Pan 2018 Signed.pdf

Please put on the January agenda. Mr. Tatum stated that Mr. Brennan is the designer to sign these forms going forward.

Thank you.

----- Forwarded message -----

**From:** Mosser, James <jmosser@twpunionschools.org>  
**Date:** Tue, Dec 19, 2017 at 2:35 PM  
**Subject:** RE: Reimbursement  
**To:** Vicidomini, Julia <jvicidomini@twpunionschools.org>

Great! Please find the attached signed by myself and Mr. Lowery.

## James Mosser

Director of Theatre

Union High School

2350 North Third Street

Union, NJ 07083

[www.UHSPAC.com](http://www.UHSPAC.com)

908-851-6780 (O)

F-9

TOWNSHIP OF UNION BOARD OF EDUCATION  
UNION, NEW JERSEY

FILE CODE 3453

EXHIBIT B-1

Student Organization Fund Approval for Expenditure in Excess of \$1,000.00

SCHOOL: Burnet M.S.

Date: 12/20/17

DEPARTMENT: \_\_\_\_\_ Account: \_\_\_\_\_

VENDOR: Cherrydale Farms Amount: \$3216.20

PURPOSE OF EXPENDITURE [attach appropriate invoice(s)]: \$3216.20

Student led music department fundraiser

In accordance with the Student Organization Fund – Policy and Procedure Manual, I request approval of the referenced expenditure in excess of \$1,000.

Tommy Harrell  
NAME

Tommy Harrell  
SIGNATURE

\*\*\*\*\*  
Per the Student Organization Funds – Policy and Procedural Manual, student bodies, only written approval of either/or the Board Secretary/Business Administrator, may obligate themselves by contract for the purchase of goods and services greater than \$1,000.

I approve the purchase of goods/services per the attached.

\_\_\_\_\_  
Gregory Brennan, Business Administrator

\_\_\_\_\_  
Date



REMIT PAYMENT TO:  
**Cherrydale Farms**

707 N. Valley Forge Rd., Lansdale, PA 19446  
 Phone: (877)619-4822

**INVOICE**  
**2177645**

B  
 I FRBURUN Group Code:975815  
 L Burnet Middle School Music Dep  
 L attn. Michael Hamilton  
 L 1000 Caldwell Ave.  
 T Union NJ 07083  
 O Attention: Michael Hamilton  
 Phone: (845)300-2241 Fax:

S  
 H FRBURUN Group Code:975815  
 I Burnet Middle School Music Dep  
 P attn. Michael Hamilton  
 L 1000 Caldwell Ave.  
 T Union NJ 07083  
 O Attention: Michael Hamilton  
 Phone: (845)300-2241 Fax:

Sales Rep Phone Fax Date Terms Ship Via Customer PO Page  
 RUTH SOMERS (973)746-3896 8-Dec-17 Net Due CSI FRBURUN17F1 1 of 2

Ordered	Shipped	Item	Description	Unit \$	Amount
1 ea	1 ea	0180	BEEF SUMMER SAUSAGE	9.10	9.10
6 ea	6 ea	1121	3 CHEESE GARLIC BISCUIT MIX	9.10	54.60
1 ea	1 ea	1610	FIESTA SOUP TRIO	11.70	11.70
4 ea	4 ea	2116	PEPPERONI PIZZA 12"	6.50	26.00
4 ea	4 ea	2117	3 CHEESE PIZZA 12"	6.50	26.00
3 ea	3 ea	2358	OT MUFFIN VARIETY PACK	11.05	33.15
1 ea	1 ea	2366	DV HERSHEY KISSES CHEESECAKE	16.25	16.25
1 ea	1 ea	2372	BEER BREAD MIX	7.80	7.80
9 ea	9 ea	2429	CHEESE BALL TRIO	11.70	105.30
1 ea	1 ea	3247	DIP TRIO	11.70	11.70
7 ea	7 ea	3422	OT MINI LOAF VARIETY PACK	11.05	77.35
2 ea	2 ea	3423	COFFEE SAMPLER	9.75	19.50
4 ea	4 ea	3424	DONUT SHOP BLEND	9.75	39.00
17 ea	17 ea	4451	AUNTIE ANNE'S SOFT PRETZELS	11.05	187.85
6 ea	6 ea	5052	SHARP CHEDDAR COLD PACK SPREAD	8.45	50.70
9 ea	9 ea	5948	DV CINNAMON ROLLS	7.80	70.20
9 ea	9 ea	7013	CHEESECAKE DROPS	13.00	117.00
6 ea	6 ea	7221	PUMPKIN CREAM ROLL	11.05	66.30
5 ea	5 ea	7225	DV FRUIT CHEESECAKE SAMPLER	16.25	81.25
4 ea	4 ea	7226	DV CHOC CARAMEL PECAN CHEESECAKE	16.25	65.00
9 ea	9 ea	7259	OT BUTTER CRUNCH TOFFE COOKIE DOUGH	11.05	99.45
2 ea	2 ea	7260	OT DBL CHOCOLATE CHIP BROWNIES	11.05	22.10
17 ea	17 ea	7262	OT CHOCOLATE CHIP COOKIE DOUGH	11.05	187.85
6 ea	6 ea	7263	OT CARNIVAL	11.05	66.30
2 ea	2 ea	7264	OT BUTTER SUGAR	11.05	22.10
2 ea	2 ea	7265	OT PEANUT BUTTER	11.05	22.10
23 ea	23 ea	7266	OT TRIPLE CHOCOLATE CHUNK	11.05	254.15
4 ea	4 ea	7267	OT SNICKERDOODLE	11.05	44.20
13 ea	13 ea	7268	OT WHITE CHOCOLATE MACADAMIA NUT	11.05	143.65
11 ea	11 ea	7269	OT OATMEAL RAISIN	11.05	121.55
9 ea	9 ea	7270	OT MINT CHOCOLATE CHUNK	11.05	99.45
6 ea	6 ea	7271	OT CRANBERRY OATMEAL	11.05	66.30
6 ea	6 ea	7272	OT REESE'S PIECES COOKIE DOUGH	11.05	66.30
8 ea	8 ea	7273	OT STRAWBERRY SHORTCAKE	11.05	88.40
14 ea	14 ea	7280	SOFT PRETZEL NUGGETS	11.05	154.70
10 ea	10 ea	7288	CHEESY GARLIC BREAD	6.50	65.00
9 ea	9 ea	7289	CHEESE STUFFED BREAD STICKS	6.50	58.50
7 ea	7 ea	7293	OREO CHURROS	12.35	86.45
3 ea	3 ea	7294	MINI DONUTS	10.40	31.20
2 ea	2 ea	7295	BREAKFAST PIZZA	10.40	20.80

(continued on next page)



REMIT PAYMENT TO:  
**Cherrydale Farms**

707 N. Valley Forge Rd., Lansdale, PA 19446  
 Phone: (877)619-4822

**INVOICE**  
**2177645**

B  
 I FRBURUN Group Code:975815  
 L Burnet Middle School Music Dep  
 L attn. Michael Hamilton  
 L 1000 Caldwell Ave.  
 T Union NJ 07083  
 O Attention: Michael Hamilton  
 Phone: (845)300-2241 Fax:

S  
 H FRBURUN Group Code:975815  
 I Burnet Middle School Music Dep  
 P attn. Michael Hamilton  
 P 1000 Caldwell Ave.  
 T Union NJ 07083  
 O Attention: Michael Hamilton  
 Phone: (845)300-2241 Fax:

Sales Rep RUTH SOMERS Phone (973)746-3896 Fax Date 8-Dec-17 Terms Net Due Ship Via CSI Customer PO FRBURUN17F1 Page 2 of 2

Ordered	Shipped	Item	Description	Unit \$	Amount
1 ea	1 ea	7300	PEPPERONI GOURMET PIZZA	9.75	9.75
2 ea	2 ea	7304	MEAT LOVERS GOURMET PIZZA	10.40	20.80
2 ea	2 ea	7305	CHICKEN ALFREDO PIZZA	11.05	22.10
15 ea	15 ea	7306	CINNABON GOOEY BITES	11.05	165.75
11 ea	11 ea	7312	MINI PRETZEL DOGS	13.00	143.00
2 ea	2 ea	9212	POTATO BACON CHEESE	11.70	23.40
1 ea	1 ea	9233	ITALIAN SAUSAGE TORTELLINI	11.70	11.70
1 ea	1 ea	9234	BROCCOLI CHEESE SOUP	11.70	11.70
1 ea	1 ea	9292	CHICKEN WILD RICE SOUP	11.70	11.70
			CDF MAINPP		
Ordered	Shipped				

299 299 Balance Due 3,216.20

A 1.5% per month interest charge will be applied to accounts past 30 days

**Account Summary FRBURUN Burnet Middle School Music Dep**

DATE	ACTIVITY	\$ AMOUNT	\$ BALANCE
12/8/17	Main Order #2177645	3,216.20	3,216.20
<b>Total Due:</b>		<b>\$3,216.20</b>	

EXHIBIT B-1

Student Organization Fund Approval for Expenditure in Excess of \$1,000.00

SCHOOL: UHS Date: 12/21/17  
DEPARTMENT: Cosmetology Account: 2061  
VENDOR: IBS NY 2018 Amount: \$1,254.00 (Not to exceed)

PURPOSE OF EXPENDITURE [attach appropriate invoice(s): International  
beauty show - New York 2018 /  
Questex, LLC - Trade Show  
field trip

In accordance with the Student Organization Fund – Policy and Procedure Manual, I request approval of the referenced expenditure in excess of \$1,000.

Corey Lowery  
NAME  
[Signature]  
SIGNATURE

\*\*\*\*\*  
Per the Student Organization Funds – Policy and Procedural Manual, student bodies, only written approval of either/or the Board Secretary/Business Administrator, may obligate themselves by contract for the purchase of goods and services greater than \$1,000.

I approve the purchase of goods/services per the attached.

\_\_\_\_\_  
Gregory Brennan, Business Administrator Date

DATE 12/19/17

I. This will authorize the Treasurer of the UNION HIGH SCHOOL BOOSTER ASSOCIATION

NOT TO EXCEED

Pay \$ 1,254.<sup>00</sup> to the order of IBS New York 2018 / Questex LLC

and charge the account of Cosmetology Acct. No. 61

Purpose: TRADE SHOW FIELD TRIP

Cosmetology  
Club or Activity

Jean Salvatore  
Faculty Adviser - Signature

II. Account Balance \_\_\_\_\_ Verified by \_\_\_\_\_

Date \_\_\_\_\_ Comment \_\_\_\_\_

III. Approved [Signature]  
Principal - Signature

Date 12/21/17

IV. Date Paid \_\_\_\_\_ Check No. \_\_\_\_\_ Acct. No. \_\_\_\_\_

Processed by \_\_\_\_\_



EXHIBIT B-1

Student Organization Fund Approval for Expenditure in Excess of \$1,000.00

SCHOOL: UHS

Date: 1/2/18

DEPARTMENT: Theatre Account: 77

VENDOR: Vance Entertainment Amount: 8,320.00

PURPOSE OF EXPENDITURE [attach appropriate invoice(s): \_\_\_\_\_

Theatre measurement fee for rental of sets +

Costume Props for UHS PAC Spring musical

Peter Pan

In accordance with the Student Organization Fund – Policy and Procedure Manual, I request approval of the referenced expenditure in excess of \$1,000.

Corey Lowery  
NAME

[Signature]  
SIGNATURE

\*\*\*\*\*

Per the Student Organization Funds – Policy and Procedural Manual, student bodies, only written approval of either/or the Board Secretary/Business Administrator, may obligate themselves by contract for the purchase of goods and services greater than \$1,000.

I approve the purchase of goods/services per the attached.

\_\_\_\_\_  
Gregory Brennan, Business Administrator

\_\_\_\_\_  
Date

DATE 1/2/18

I. This will authorize the Treasurer of the UNION HIGH SCHOOL BOOSTER ASSOCIATION

Pay \$ 8,320.00 to the order of Vance Entertainment

and charge the account of UHS PAC

Acct. No. 77

Purpose: Measurement Fee For Set + prop rental for

Peter Pan

Spring musical

Club or Activity

Faculty Adviser - Signature

II. Account Balance \_\_\_\_\_

Verified by \_\_\_\_\_

Date \_\_\_\_\_

Comment \_\_\_\_\_

III. Approved \_\_\_\_\_

Principal - Signature

Date 1/2/17

IV. Date Paid \_\_\_\_\_

Check No. \_\_\_\_\_

Acct. No. \_\_\_\_\_

Processed by \_\_\_\_\_



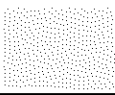
## RENTAL PACKAGE AGREEMENT


THIS AGREEMENT, including any and all exhibits attached hereto ("Agreement"), is by and between the party as listed as "Lessee" on Exhibit B – "Invoice ("Lessee"), and VANCE ENTERTAINMENT, LLC, a North Carolina Limited Liability Company ("Lessor").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Terms and Definitions:** The terms listed below shall have the respective meaning given the definition as set forth adjacent to each term.

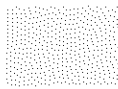
- (a) "**Rental Package**": shall be described in Exhibit A attached hereto and incorporated by reference as if fully set forth herein, and referenced on Exhibit B – "Invoice".
- (b) "**Show**": shall mean the production for which the Rental Package will be utilized as listed as "Show" on Exhibit B – "Invoice".
- (c) "**Rental Fee**": shall mean the sum as listed as "Rental Fee" on Exhibit B – "Invoice".
- (d) "**Rental Period**": shall mean the "Rental Period" as listed on Exhibit B – "Invoice".
- (e) "**Shipping Fee**": shall mean the amount listed as Shipping Fee on Exhibit B – "Invoice".
- (f) "**Total Amount Due at Signing of Agreement**": shall mean the amount listed as "Total Amount Due at Signing of Agreement" on Exhibit B – "Invoice".
- (g) "**Acceptable Payment Methods**": shall be the only methods by which the Lessor shall accept payment by Lessee.
  - a. Bank Wire
  - b. Visa/MasterCard/American Express
  - c. Certified Check/Money Order
  - d. Business Check

Lessee's Initials: 

Lessor's Initials: 

e. Purchase Order

- (h) **“Non-Refundable Initial Payment”**: shall mean the sum of One Hundred percent (100%) of the Total Amount Due at Signing of Agreement. This payment will be non-refundable, except as defined below. Time is of the essence as to the Non-refundable Initial Payment.
- (i) **“Lessee’s Deadline to Sign and Pay Total Amount Due at Signing of Agreement”**: shall mean the date listed on Exhibit B – “Invoice”.
- (j) **“Agreement Date”**: means the date this Agreement has been signed, dated and initialed by both Lessee and Lessor. On the same date, the Lessee must fill out all yellow highlighted areas and scan the complete Agreement and email it to the Lessor using the email listed below. Lessee must also mail an original copy to the Lessor at the Lessor’s Notice Address.
- (k) **“Intended Use”**: shall mean the use of the Rental Package for the following purpose: Live Theatrical Performances of the Show at the Theater during the Rental Period.
- (l) **“Lessor’s Notice Address”**: shall be as follows: Vance Entertainment, LLC, 360 North Caswell Road, Suite 202, Charlotte, North Carolina 28204.
- (m) **“Lessee’s Notice Address”**: shall be the same address of the Lessee as listed as “Lessee’s Address” on Exhibit B – “Invoice”
- (n) **“Theater”**: shall mean the name of the location of the performance place and its address as listed as “Theater” on Exhibit B – “Invoice”
- (o) **“Rental Package Replacement Value”**: shall mean the total dollar amount to replace the Rental Package. The Rental Package Replacement Value is the value listed on Exhibit B – “Invoice”).
- (p) **“Load-in”**: shall mean the day(s) the trailer(s) arrive(s) at the Theater with the Rental Package and the Lessor’s Technician(s) will unpack and supervise the Lessee’s House Crew to install the Rental Package in the Theater.
- (q) **“Load-out”**: shall mean the day the trailer arrives to transport the scenery away from the Theater and Lessor’s Technician(s) will be packing and supervising the Lessee’s House Crew to pack the Rental Package for Shipping back to Lessor.
- (r) **“Scenic Designer”**: shall mean the person(s) as listed as Scenic Designer(s) on Exhibit C of this Agreement.
- (s) **“Props Designer”**: shall mean the person(s) listed as Props Designer(s) on Exhibit C of this Agreement.



- (t) **“Producing Credit”**: shall mean the billing above the title of the Show in the Lessee’s program, poster and other published marketing.
- (u) **“Lessee’s House Crew”**: shall mean at minimum 10-12 abled-bodied adults that can be present for the Full Load-in as well as the Full Load-out.
- (v) **“Number of Lessor’s Technicians”**: shall mean the number of Technicians the Lessor provides during the Load-in and Load-out. The number of Technicians sent for Load-in shall be defined as “# of Load-in Techs” on Exhibit B – “Invoice”. The number of Technicians sent for Load-out shall be defined as “# of Load-out Techs” on Exhibit B – “Invoice”.
- (w) **“Ending Date of Rental Period”**: shall mean the date as listed as “Ending Date of Rental Period” on Exhibit B – “Invoice”.
- (x) **“Permitted Number of Performances”**: shall mean the number as listed as “Permitted Number of Performances” on Exhibit B – “Invoice”.

**Section 2. Lease of Rental Package:** Lessor agrees to lease to Lessee and the Lessee agrees to lease from Lessor the Rental Package for the Show, for the Rental Fee and for the Rental Period.

**Section 3. Condition of Rental Package:** Lessee accepts the Rental Package in its/their present AS-IS condition(s). Lessor makes no warranties and/or guarantees, expressed or implied, as to the Rental Package suitability for Lessee’s Intended Use.


**Section 3a. Touch-up Painting/Repair of Rental Package(s):** Lessee understands and accepts the fact that parts of the Rental Package(s) may need touch-up painting or repair. The Technicians that the Lessor sends to supervise the Load-in will be touching up/repairing items during the Load-in. The Technicians doing the touch up painting/repairing will work around any rehearsals and will try to be as accommodating as possible. Lessee agrees to provide the Technicians with access to the Rental Package(s) as necessary to complete any touch up painting/repair requirements.

**Section 3b. Waiver of Liability of Shipping Arrival/Departure of Rental Package(s):** Lessee understands and accepts that parts of the Rental Package(s) are shipped by a third-party company. The Lessee understands that trucks can be late for multiple reason, including but not limited to traffic, wrecks, breakdowns, and many other reasons. If the shipment is late, due to no fault of the Lessor, then the Lessee shall accept the Rental Package(s) as delivered and agrees to hold Lessor harmless for any claim, consequence or cause of action caused by the delay.

**Section 3c. Technician(s):** The Lessor shall provide the Number of Lessor’s Technicians to help supervise the Lessee’s house crew during the Load-in and Load-out of the Rental Package.

**Section 3d. Lessee’s House Crew:** The Lessee shall provide twelve (12) abled-bodied adults during each day of the Load-in and Load out, to serve as the work crew. These people must be able to lift heavy scenery and must be available for up to 13 hours a day, during the Load-in and

Lessee’s Initials: 

Lessor’s Initials: 

10 hours during the Load-out. If there are any costs associated with the Lessee's House Crew, then the Lessee shall be financially responsible for any expenses of the Lessee's House Crew and any expenses they may incur. Lessee's House Crew shall supply a minimum of (6) six socket and ratchet sets, as well as six (6) cordless screw guns with charged batteries. The Lessor requires that the Lessee's House Crew only wears closed-toed shoes during the Load-in and Load out, and any time, anyone is operating, moving the item(s) of Rental Package.

**Section 4. Permitted Use:** The Lessee shall only use the Rental Package for Live Theatrical Performances of the Show at the Theater. The Lessor prohibits, the Rental Package to be broadcast, telecast or filmed, unless for archival-use only or for performers archival use/reel use. Lessee shall only use the Rental Package for the Permitted Number of Performances. If the Lessee decides to increase the Permitted Number of Performances, they must first get permission from the Lessor, not to be unreasonably withheld. Lessee agrees to pay Lessor an additional fee equal to 15% of the Rental Fee per performance. Such fee will be required upon acceptance of the Lessor to the Lessee's request to expand the run. If the Lessor discovers that the Lessee has added performances or performed above the Permitted Number of Performance, without the Lessor's prior permission, then the Lessee shall immediately pay the Lessor an additional fee equal to 60% of the Rental Fee for each performance in of the exceeded number of Permitted Performances.

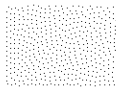
**Section 4a. Assignment Restriction:** The Lessee understands and agrees that they will not assign their interest in this Agreement, without the advance written permission of the Lessor.

**Section 5. Broadcast/Telecast/Filming of Rental Package:** If the Lessee wants to broadcast, telecast, post footage on the internet or film the Rental Package, then the Lessee agrees to contact the Lessor and pay the broadcast/telecast/film fee set by the Lessor, and get signed written permission from the Lessor, before any Rental Package can be broadcast, telecast, posted on the internet or filmed. Lessee shall understand that they are financially liable for any such breach of this section and will pay the Lessor a fee equal to fifty (50) times the Rental Fee, plus the additional sales tax and legal fees of the Lessor involving the Lessee's breach of this section.

**Section 6. Shipping:** The Lessee shall determine, at the time of the signing of this Agreement, who will be responsible for providing the Shipping Fee to deliver and pick-up the Rental Package. The Lessee understands that this election shall be listed on Exhibit B – "Invoice" as the "Party Responsible for Shipping". The Lessee understands that they are required to pay the Shipping Fee as listed on Exhibit B – "Invoice" to Lessor to cover all shipping expenses of the Rental Package, unless other Lessee elected to hire another company to ship, pick-up and/or deliver the Rental Package. The Lessee understands that any Rental Package must never be transported in an open truck bed. All items transported must be in an enclosed trailer or enclosure, and must be insured for the full Replacement Value, as listed on Exhibit B – "Invoice" of this Agreement

**Section 7. Designer Credits:** The Scenic Designer(s), Costume Designer and Props Designer(s) shall be given program credit and their bio shall be published, as written on Exhibit C. Bios are only required if bios are published of cast members of the Show are published in the program.

Lessee's Initials:



Lessor's Initials:

**Section 8. Producing Credit:** The Lessee shall give Producing Credit to the Lessor. Such billing shall be credited as written in Exhibit C of this Agreement.

The Lessee is also required to publish somewhere in the program the following text in the standard font size, or larger, of the program.

“The Scenery and Props for this performance of (“show name”) are provided by **Vance Entertainment, LLC**, a nationwide theatrical scenery, prop, backdrop and costume rental company located in both Charlotte, NC and Fullerton, CA. For rental information, please call 704-342-5885 or visit the website at [www.VanceEntertainment.com](http://www.VanceEntertainment.com).”

**Section 9. Forced Majeure:** The Lessee agrees that the Lessor may cancel this Agreement due to the suspension of its operations due to property damaged caused by third parties, 3<sup>rd</sup> party negligence, war, strike, epidemic, public mourning, acts of God, Terrorism, or any such circumstances beyond the control or without its fault, in the Lessor’s unilateral opinion, make the fulfillment of this Agreement impossible or unfeasible. During this event, any funds paid to Lessor by Lessee, including the Non-Refundable Initial Payment, shall be returned to the Lessee, and the Lessee agrees to accept such funds as full liquidated damages.

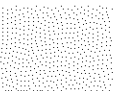
**Section 10. Total Amount Due at Signing of Agreement:** The Lessee agrees to pay the Total Amount Due at Signing of Agreement, as listed on Exhibit B – “Invoice” of this Agreement. Lessee understands this amount must be paid by the “Lessee’s Deadline for Lessor to Receive Payment of ‘Total Amount Due of Signing of Agreement’”, as listed on Exhibit B – “Invoice” of this Agreement.


**Section 11. Payment:** The Lessee shall use one of the Acceptable Payment Methods when making any payment to the Lessor.

**Section 12. Deadline to Execute Agreement:** The Lessee understands and agrees that the Lessee must sign this Agreement by the Lessee’s Deadline to Sign and Pay Total Amount Due at Signing of Agreement or this Agreement shall be withdrawn immediately by Lessor. The Non-Refundable Initial Payment must be received by Lessor by the Lessee’s Deadline to Sign and Pay Total Amount Due at Signing of Agreement.

**Section 13. Notices:** Unless otherwise provided herein, all notices and other communication which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date of delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses listed below, or at such other addresses as specified by written notice delivered in accordance herewith.

**Section 14. Indemnity:** Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, actions, cause of action, demands, rights, damages of any kind, cost, loss of profit, expenses and compensation, whatsoever including court costs and attorneys’ fees (“Claims”) in any way arising from or in connection with the Rental Package(s) of the Show rented, without limitation as a result of its use, maintenance or possession, irrespective of the

Lessee’s Initials: 

Lessor’s Initials: 

cause of the Claim, while in the Lessee's possession other than with respect to the Lessor's breach of any representations, warranties, and/or terms of conditions contained herein this Agreement.

**Section 15. Worker's Comp:** Lessee agrees to ensure that anyone working with the Rental Package is covered by the Lessee's Worker's Compensation Insurance, or the Lessee's own liability insurance, whichever that applies.


**Section 16. Loss or Damage to Rental Package:** The Lessee is responsible for loss, damage or destruction of the Rental Package, including but not limited to any losses or any damage while in the lessee's possession at the Theater, including during Load-in, Load-out, and while in storage and/or while on the premise of the Theater.

**Section 17. Property Insurance.** The Lessee shall, at the Lessee's own expense maintain insurance to protect the Lessor's Rental Package. ("Property Insurance"). The Property Insurance the Lessor requires must cover the Rental Package from all losses including coverage for without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting" (iii) mysterious disappearance, and (iv) loss of use of the Rental Package The coverage must begin from the time the Lessee receives the Rental Package from the Lessor, and must continue until the time the Rental Package leaves the Theater to be returned to the Lessor. The Property Insurance must be on a worldwide basis and shall name Lessor as an additional insured and as the loss payee with the respect to the Rental Package and must cover all risks of loss of, or damage or destruction to the Rental Package. The Property Insurance must be sufficient to cover all the Rental Package Replacement Value(s) (as listed on Exhibit B – "Invoices".)

**Section 18. Insurance Generally.** All insurance maintained by the Lessee pursuant to the forgoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on the Lessee as against the Lessor. The Lessee shall hold the Lessor harmless from and shall bear the expense of any applicable deductible amounts and self insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, the Lessee shall promptly pay the amount of the deductible amount or self-insured retention or applicable portion thereof to the Lessor or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by the Lessee under this Agreement or, if covered, is subject to deductibles retentions, conditions or limitations shall not affect the Lessee's liability for any loss. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this Agreement. The grant by the Lessee of any part of the Rental Package shall be deemed to be an immediate and automatic default of this Agreement.

If the Lessee is self-insured, it is understood and agreed that the Lessee will protect the Lessor in the same manner and according to the same terms and requirements as if the Lessee carried the Property Insurance and Liability Insurance. The Lessee shall hold the Lessor harmless from and shall bear the expense of any applicable deductible amounts and self insured retentions provided for by the Lessee's self-insurance program.

Lessee's Initials: 

Lessor's Initials: 



**Section 19. Cancellation of Insurance.** The Lessee and Lessee's insurance company shall provide the Lessor with not less than 30-days written notice prior to Lessee's effective date of any cancellation or material change to any insurance maintained by the Lessee pursuant to the foregoing provisions.

**Section 20. Certificate of Insurance.** Before obtaining possession of the Rental Package, the Lessee shall provide the Lessor Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

**Section 21. Installation; Condition of Rental Package.** The Lessee will provide any tools, equipment and personnel necessary to set up the Rental Package at the Theater. The Lessee shall assume all obligation and liability with respect to the possession of the Rental Package, and for its use, condition, and storage during the term of this Agreement except as otherwise set forth herein. The Rental Fee of the Rental Package will not be prorated or abated while the Rental Package is being repaired for any reason that the Lessee is liable. The Lessor will not be under any liability or obligation in any manner to provide service, maintenance or repairs for the Rental Package, except as otherwise specially agreed or as may be within the course and scope as stated in this Agreement.

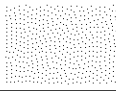
**Section 22. Valuation of Loss.** Unless otherwise agreed in writing, the Lessee shall be responsible to the Lessor for the Replacement Value or repair cost of any of the Rental Package (if the Rental Package can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, the Lessee shall file a police report. Lessee is also responsible for any financial damage of the Lessor on lost revenue, including refunding the any total invoice for all shows leased after such damage. Loss of use shall be determined by the actual loss sustained by the Lessor. Accrued rental charges shall not be applied against the Replacement Value or cost of repair of the lost, stolen or damaged Rental Package.

**Section 23. Subrogation.** The Lessee hereby agrees that the Lessor shall be subrogated to any rights the Lessee may have for damage to the Rental Package rented.

**Section 24. Bailment.** This Agreement constitutes an Agreement or bailment of the Rental Package and is not a sale or the creation of a security interest. The Lessee will not have, or at any time acquire, any right title or interest in the Rental Package, except the right of possession and use as provided for in this Agreement. The Lessor will at all times be the sole owner of the Rental Package.

**Section 25. Accident Reports.** If the Rental Package is damaged, lost, stolen, and/or destroyed, or if any person(s) is/are injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, the Lessee will promptly notify the Lessor of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. The Lessee, the Lessees' employees, and agents will cooperate fully with the Lessor and all insurers providing insurance under this Agreement in the investigation and defense of any claims. The Lessee will promptly deliver to the Lessor any documents served or

Lessee's Initials: \_\_\_\_\_



Lessor's Initials: *MA*

delivered to the Lessee, the Lessees' employees, or its agents in connection with any claim or proceeding at law or in equity begun or threatened against the Lessee, the Lessor or both parties.

**Section 26. Return.** Upon the Ending Date of this Agreement the Lessee will return the Rental Package to the Lessor, free from all damage and in the same condition and appearance as when received by the Lessee, allowing for ordinary wear and tear.

**Section 27. Late Fee.** If the Lessee returns the Rental Package to the Lessor after the Ending Date of the Rental Period of this Agreement, the Lessee agrees to pay the Lessor a late fee equal to 10% of the Rental Fee for every day after the Ending Date of the Rental Period until all Item(s) of the Rental Package are returned and accepted by the Lessor. If the entire Rental Package is not returned in whole within five (5) days after the expiration of the Rental Period, then the Lessee shall also owe to the Lessor the additional amount equal to 30% of the Rental Fee for every day thereafter, until all Item(s) of the Rental Package are returned and accepted by the Lessor.

**Section 28. Entire Agreement.** This Agreement and any attached Exhibits, Addendums and/or Schedules, which are incorporated by reference and made an integral part of this Agreement, constitute the entire Agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedule, exhibits and/or addendums will be binding on any of the parties unless set forth in writing and signed by both parties.


**Section 29. Applicable Law.** This Agreement will be deemed to be executed and delivered in Charlotte, North Carolina, and governed by the law of the State of North Carolina.

**Section 30. Arbitration.** Any controversy or claim, including any claim of misrepresentation, arising out of or relating to this Agreement or breach of this Agreement will be settled by arbitration, in Charlotte, North Carolina. The arbitration will be conducted by a single arbitrator under jurisdiction of and the then-current rules of the American Arbitration Association. The decision and award of the arbitrator will be final and binding and any award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award for reasonable attorneys' fees and costs in addition to any other relief granted.

**Section 31. Severability.** If any provision of this Agreement or the application of any its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

**Section 32. Authority.** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Lessee's Initials: 

Lessor's Initials: 

**LESSEE:**

Name of Entity: \_\_\_\_\_  
(Name of Entity)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Printed)

Date Executed: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_

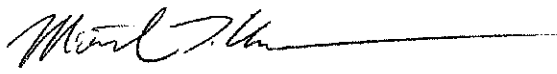
Mobile Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**LESSOR:**

Name: Vance Entertainment, LLC.  
(Name of Entity)

By:   
(Signature)

By: Michael T. Vance  
(Printed Name)


Title: Manager  
(Printed)

Date Executed: 12/28/2017

Office Phone Number: 704-342-5885

Mobile Phone Number: 704-408-2480

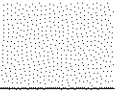
Lessee's Initials: \_\_\_\_\_

Lessor's Initials: 

Email Address: Michael.Vance@VanceEntertainment.com

Mailing Address: 360 North Caswell Road, Suite 202, Charlotte, NC 28204

1.)

Lessee's Initials: 

Lessor's Initials: *MV*

# EXHIBIT B

## "INVOICE"



**VANCE ENTERTAINMENT, LLC**  
 CORPORATE OFFICE: (Mail Payments to)  
 360 N. Caswell Rd., Suite 202, Charlotte, NC 28204  
 704-342-5885  
 Rentals@VanceEntertainment.com  
**WEST COAST WAREHOUSE LOCATION:**  
 310 E Walnut Avenue, Fullerton, CA

INVOICE #: **V5165**

Issued Date:	12/28/2017
Measurement Date:	tba
Ending Date of Rental Period:	3/26/2018
<b>CONTACT INFORMATION:</b>	
NAME:	James Mosser
OFFICE PHONE:	908-851-6780
MOBILE PHONE:	-
EMAIL:	JMosser@twpunionschools.org

**LESSEE:** Union High School

**LESSEE'S NOTICE ADDRESS:**  
 2350 North Third Street  
 Union, NJ 07083

**THEATER:** Union High School PAC  
**THEATER ADDRESS:** 2350 North Third Street  
 Union, NJ 07083

**SHOW:** Peter Pan

**PARTY IN CHARGE OF HANDLING SHIPPING:** VE

**PERMITTED NUMBER OF PERFORMANCES:** 7

**SHIPPING ADDRESS:** 2350 North Third Street  
 Union, NJ 07083

**"Lessee's Deadline for Lessor to Receive Payment of Total Amount Due at Signing of Agreement":** with-in 10 business days of Issued Date Listed Above.

THEATER MEASUREMENT FEE:	\$	-
RENTAL PACKAGE FEE(S):	\$	8,327.28
BACKDROP RENTAL FEE(S):	\$	-
SCENERY/PROP RENTAL FEE(S):	\$	-
COSTUME/WIG RENTAL FEE(S):	\$	-
TECHNICIAN FEE(S): **	\$	1,021.28
TECH TRANSPORTATION FEE(S): **	\$	450.94
CUSTOM BUILD FEE(S):	\$	-
REPAIR/ REPLACEMENT FEE(S) (Only charged when damage occurs in during rental)	\$	-
SHIPPING FEE(S): **	\$	16,880.00
PACKING FEE(S): **	\$	-
USE TAX: 8% (Only use, if Lessee is located in CA or NC)	\$	-

IF PAYMENT IS RECEIVED WITHIN 10 BUSINESS DAYS OF ISSUED DATE LISTED ABOVE:	TOTAL:	Estimated Total:	<b>\$26,679.50</b>
	DISCOUNTED PRICE, if payment by Wire or Check (no P/O's):	Estimated Total:	\$26,302.60
IF PAYMENT IS RECEIVED WITHIN 7 DAYS OF DATE RENTAL PACKAGE(S) AND/OR RENTAL ITEM(S) SHIPPED/PICKED UP AS LISTED ON THIS EXHIBIT:	TOTAL:	Estimated Total:	\$28,013.48
	DISCOUNTED PRICE, if payment by Wire or Check (no P/O's):	Estimated Total:	\$27,617.73
IF PAYMENT IS RECEIVED AFTER RENTAL PACKAGE(S) AND/OR RENTAL ITEM(S) ARE SHIPPED AND/OR PICKED UP:	TOTAL:	Estimated Total:	\$33,349.38
	DISCOUNTED PRICE, if payment by Wire or Check (no P/O's):	Estimated Total:	\$32,878.25

**RENTAL PERIOD: (Dates listed on and between 'Lessor Load-out Date' to Lessor Load-in Date)**

Payment Type: PO	Lessor Load-out Date: 3/1/2018	Lessee Load-out Date: 3/26/2018
Sales Rep: Kozak	Lessor Load-out Start Time: 12:00 AM	Lessee Load-out Start Time: 12:00 AM
Number of Technicians at Load-in: 1	Lessee Load-in Date: 3/6/2018	Lessor Load-in Date: 3/31/2018
Number of Technicians at Load-out: 1	Lessee Load-in Start Time: 12:00 AM	Lessor Load-in Time: 12:00 AM

BREAKDOWN OF FEES AND TAXES:	AMOUNT:	REPLACEMENT VALUE:
THEATER MEASUREMENT FEE:	\$ -	
RENTAL PACKAGE FEE(S):	\$ 8,327.28	\$ 70,000.00
BACKDROP RENTAL FEE(S):	\$ -	\$ -
SCENERY/PROPS RENTAL FEE(S):	\$ -	\$ -
COSTUME RENTAL FEE(S):	\$ -	\$ -
TECHNICIAN FEE(S): (includes Technician Cost, Hotel, Per Diem, Rental Car, Gas & Airfare)	\$ 1,021.28	
TECH TRANSPORTATION FEE(S):	\$ 450.94	
CUSTOM BUILD FEE(S):	\$ -	
REPAIR/REPLACEMENT FEE(S):	\$ -	
SHIPPING FEE(S):	\$ 16,880.00	
PACKING FEE(S):	\$ -	
SALES TAX:		
NOTES:		<b>TOTAL INSURANCE REQUIRED:</b>
** = Best Estimate		\$ 70,000.00

**PAYMENT MUST BE WIRED, MAILED OR CREDIT CARD PROCESSED by the "Lessee's Deadline for Lessor to Receive Payment of Total Amount Due at Signing of Agreement" as listed above.**  
 Please make check(s) payable to: **VANCE ENTERTAINMENT, LLC**  
 and mail to **VANCE ENTERTAINMENT, LLC, 360 N. Caswell Road, Suite 202, Charlotte, NC 28204, or call 704-342-5885 to pay by Credit Card.**  
 PLEASE NOTE THAT THE LESSOR IS NOT UNDER ANY OBLIGATION TO LEASE TO LESSEE UNTIL AGREEMENT IS SIGNED AND THIS INVOICE IS PAID IN FULL.

Lessee's Initials: \_\_\_\_\_

Lessor's Initials:   MV



EXHIBIT B-1

Student Organization Fund Approval for Expenditure in Excess of \$1,000.00

SCHOOL: UHS

Date: 1/2/18

DEPARTMENT: Theatre Account: 77

VENDOR: Mc Coy Risby Entertainment Amount: \$2,500.00

PURPOSE OF EXPENDITURE [attach appropriate invoice(s): Rental of Cathy Risby Orchestration For Spring Musical Peter Pan.

In accordance with the Student Organization Fund – Policy and Procedure Manual, I request approval of the referenced expenditure in excess of \$1,000.

Corey Howery  
NAME

[Signature]  
SIGNATURE

\*\*\*\*\*

Per the Student Organization Funds – Policy and Procedural Manual, student bodies, only written approval of either/or the Board Secretary/Business Administrator, may obligate themselves by contract for the purchase of goods and services greater than \$1,000.

I approve the purchase of goods/services per the attached.

\_\_\_\_\_  
Gregory Brennan, Business Administrator

\_\_\_\_\_  
Date

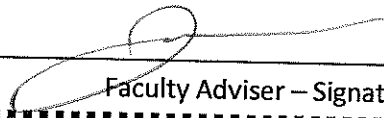
I. This will authorize the Treasurer of the UNION HIGH SCHOOL BOOSTER ASSOCIATION

Pay \$ 2,500.00 to the order of McCoy Rigby Entertainment

and charge the account of UHS PAC Acct. No. 77

Purpose: Rental of Cathy Rigby Orchestration For Spring Musical Peter Pan

Spring Musical  
Club of Activity

  
Faculty Adviser - Signature

II. Account Balance \_\_\_\_\_ Verified by \_\_\_\_\_

Date \_\_\_\_\_ Comment \_\_\_\_\_

III. Approved  \_\_\_\_\_ Date \_\_\_\_\_  
Principal - Signature

IV. Date Paid \_\_\_\_\_ Check No. \_\_\_\_\_ Acct. No. \_\_\_\_\_

Processed by \_\_\_\_\_





## RENTAL AGREEMENT

Made between UNION HIGH SCHOOL and MCCOY RIGBY ENTERTAINMENT  
For the rental of orchestrations: PETER PAN

### 1. RENTAL PERIOD/FEEES:

A. RENTAL: UNION HIGH SCHOOL (hereinafter referred to as Lessee) agrees to pay the overall sum of \$2,500.00 to MCCOY RIGBY ENTERTAINMENT (hereinafter referred to as Lessor) in exchange for the use of orchestrations pertaining to the production of PETER PAN.

### 2. PROGRAM CREDIT:

- A. LESSEE agrees to give program credit as follows:  
i. Provided by McCoy Rigby Entertainment

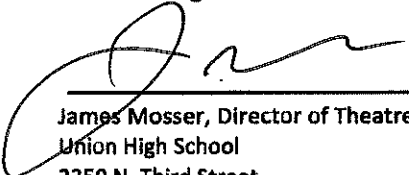
### 3. OVERALL PAYMENT SUMMARY:

RENTAL: \$2,500, due upon signing

### 4. SIGNATURES:

This agreement shall be construed to be in accordance with, and governed by, the laws of the state of California. The initials at the bottom of page and signatures of both parties here below signify mutual agreement to all terms herein.

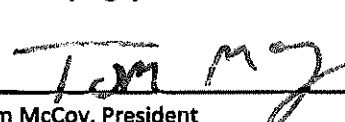
For Union High School



---

James Mosser, Director of Theatre  
Union High School  
2350 N. Third Street  
Union, New Jersey 07083  
908.851.6780  
<http://www.UHSPAC.com>  
[jmosser@twpunionschools.org](mailto:jmosser@twpunionschools.org)

For McCoy Rigby Entertainment



---

Tom McCoy, President  
McCoy Rigby Entertainment  
22601 La Palma Ave Ste. 105  
Yorba Linda, CA 92887  
714.696.7770 office  
714.696.7774 Fax  
[www.mccoyrigby.com](http://www.mccoyrigby.com)  
[patti@mccoyrigby.com](mailto:patti@mccoyrigby.com)

EXHIBIT B-1

Student Organization Fund Approval for Expenditure in Excess of \$1,000.00

SCHOOL: UHS

Date: 1/3/18

DEPARTMENT: Senior class Account: 2205

VENDOR: 2K Printing and Promotions Amount: 3315

PURPOSE OF EXPENDITURE [attach appropriate invoice(s): apparel

In accordance with the Student Organization Fund – Policy and Procedure Manual, I request approval of the referenced expenditure in excess of \$1,000.

Corey Lowery  
NAME

SIGNATURE

\*\*\*\*\*  
Per the Student Organization Funds – Policy and Procedural Manual, student bodies, only written approval of either/or the Board Secretary/Business Administrator, may obligate themselves by contract for the purchase of goods and services greater than \$1,000.

I approve the purchase of goods/services per the attached.

\_\_\_\_\_  
Gregory Brennan, Business Administrator

\_\_\_\_\_  
Date

DATE 1/3/18

I. This will authorize the Treasurer of the UNION HIGH SCHOOL BOOSTER ASSOCIATION

Pay \$ 3315.00 to the order of 2K Printing and Promotions

and charge the account of Senior class Acct. No. 2205

Purpose: Apparel

senior class Club or Activity  
Cheryl Fisher Faculty Adviser - Signature

II. Account Balance \_\_\_\_\_ Verified by \_\_\_\_\_

Date \_\_\_\_\_ Comment \_\_\_\_\_

III. Approved [Signature]  
Principal - Signature

Date 1/3/17

IV. Date Paid \_\_\_\_\_ Check No. \_\_\_\_\_ Acct. No. \_\_\_\_\_

Processed by \_\_\_\_\_



Phone: 908.547.5000 Fax: xxx-xxx-xxxx  
 E-Mail: billing@2kprinting.com  
 170 W. Westfield Ave Roselle Park NJ, 07204

# SALES ORDER

Order Date	Due Date	Order Number
12/4/2017 (Mon)	12/18/2017 (Mon)	S 15659

129 Mixed 35 SweatPants/44 Dri-Fit

**Bill To:**

---

**Union High School**  
 Cheryl Fiske  
 2350 N 3rd St.,  
 Union, NJ 07083

---

Phone: 908-419-4005 Cell: - -  
 E-Mail: cfiske@twpunionschools.org Fax: - -

**Ship To:**

---

Ship Method: Pick Up

<b>Terms</b>	<b>Sales Rep</b>	<b>Customer PO</b>
Due on receipt	Glenn	UHS113/44/16/35

Style	Description	Colors /Stitches	Size	Qty	Rate	Amount
2400	<b>Long Sleeve T-Shirts</b> GIL Adult L/S Ultracotton Tee	BLACK	S	3	11.00	33.00
			M	8	11.00	88.00
			L	5	11.00	55.00
			XL	4	11.00	44.00
5000	<b>Short Sleeve T-Shirts</b> Gildan - Heavy Cotton 100% Cotton T-Shirt. 5000	Black	S	1	8.00	8.00
			M	7	8.00	56.00
			L	2	8.00	16.00
			XL	6	8.00	48.00
			2XL	1	10.00	10.00
12000	<b>Crew Neck Sweatshirts</b> Gildan - DryBlend 153 Crewneck Sweatshirt. 12000	Black (3XL)	S	8	14.00	112.00
			M	4	14.00	56.00
			L	3	14.00	42.00
			XL	2	14.00	28.00
18500	<b>Hoodies</b> Gildan - Heavy Blend153 Hooded Sweatshirt. 18500	Black	S	10	16.00	160.00
			M	20	16.00	320.00
			L	18	16.00	288.00
			XL	9	16.00	144.00
			2XL	2	19.00	38.00

Football Jersey Gets Front Print and Individual Names and Numbers.  
 Zip Ups get Large U on back and small U on Front

<b>Total</b>	3315.00
<b>Tax Amount</b>	0.00
<b>Net Total</b>	3315.00
<b>Payments</b>	0.00
<b>Balance Due</b>	3315.00

Please allow for a 1-2% spoilage rate on all orders. Orders under 50 pieces allow for a 1-2 piece spoilage rate. Spoilage over 2% will be credited.



# SALES ORDER

Phone: 908.547.5000 Fax: xxx-xxx-xxxx  
 E-Mail: billing@2kprinting.com  
 170 W. Westfield Ave Roselle Park NJ, 07204

Order Date	Due Date	Order Number
12/4/2017 (Mon)	12/18/2017 (Mon)	S 15659

129 Mixed 35 SweatPants/44 Dri-Fit

**Bill To:**

**Union High School**  
 Cheryl Fiske  
 2350 N 3rd St.,  
 Union, NJ 07083

---

Phone: 908-419-4005 Cell: - -  
 E-Mail: cfiske@twpunionschools.org Fax: - -

**Ship To:**

---

Ship Method: Pick Up

Terms	Sales Rep	Customer PO
Due on receipt	Glenn	UHS113/44/16/35

Style	Description	Colors /Stitches	Size	Qty	Rate	Amount
18600	Custom Screen Printing <b>Zip Up Hoodies</b>	2 Cols, Center - Front		<b>113</b>		
	Gildan - Heavy Blend153 Full-Zip Hooded Sweatshirt	Black	S	6	21.00	126.00
			M	4	21.00	84.00
			L	4	21.00	84.00
			XL	1	21.00	21.00
			2XL	1	24.00	24.00
18200	Custom Screen Printing Custom Screen Printing <b>SweatPants</b>	2 Cols, Chest - Left 2 Cols, Center - Back		<b>16</b> <b>16</b>		
	Gildan - Heavy Blend153 Sweatpant. 18200	Black	S	12	17.00	204.00
			M	16	17.00	272.00
			L	2	17.00	34.00
			XL	4	17.00	68.00
			2XL	1	20.00	20.00
PC380	Custom Screen Printing <b>Dri-Fit T-Shirt</b>	2 Cols, Leg - Left		<b>35</b>		
	Port & Company® Performance Tee	Black	S	2	11.00	22.00
			M	11	11.00	121.00
			L	9	11.00	99.00
			2XL	2	13.00	26.00
	Custom Screen Printing	2 Cols, Center - Front		<b>44</b>		

Football Jersey Gets Front Print and Individual Names and Numbers.  
 Zip Ups get Large U on back and small U on Front

Please allow for a 1-2% spoilage rate on all orders. Orders under 50 pieces allow for a 1-2 piece spoilage rate. Spoilage over 2% will be credited.

<b>Total</b>	3315.00
<b>Tax Amount</b>	0.00
<b>Net Total</b>	3315.00
<b>Payments</b>	0.00
<b>Balance Due</b>	3315.00



# SALES ORDER

Phone: 908.547.5000 Fax: xxx-xxx-xxxx  
 E-Mail: [billing@2kprinting.com](mailto:billing@2kprinting.com)  
 170 W. Westfield Ave Roselle Park NJ, 07204

Order Date	Due Date	Order Number
12/4/2017 (Mon)	12/18/2017 (Mon)	S 15659

129 Mixed 35 SweatPants/44 Dri-Fit

**Bill To:**

---

**Union High School**  
 Cheryl Fiske  
 2350 N 3rd St.,  
 Union, NJ 07083

---

Phone: 908-419-4005 Cell: - -  
 E-Mail: [cfiske@twpunionschools.org](mailto:cfiske@twpunionschools.org) Fax: - -

**Ship To:**

---

Ship Method: Pick Up

Terms	Sales Rep	Customer PO
Due on receipt	Glenn	UHS113/44/16/35

Style	Description	Colors /Stitches	Size	Qty	Rate	Amount
PC380	<b>Football Shirts With Numbers</b> Port & Company® Performance Tee	Black	S	4	21.00	84.00
			M	5	21.00	105.00
			L	6	21.00	126.00
			XL	3	21.00	63.00
			2XL	2	23.00	46.00
NAMES	Custom Screen Printing Personalized Names	2 Cols, Center - Front		44		
				20	7.00	140.00

Football Jersey Gets Front Print and Individual Names and Numbers.  
 Zip Ups get Large U on back and small U on Front

Please allow for a 1-2% spoilage rate on all orders. Orders under 50 pieces allow for a 1-2 piece spoilage rate. Spoilage over 2% will be credited.

<b>Total</b>	3315.00
<b>Tax Amount</b>	0.00
<b>Net Total</b>	3315.00
<b>Payments</b>	0.00
<b>Balance Due</b>	3315.00