



COHO PRODUCTIONS, LTD.

Co-Producer Agreement

This Co-Producer Agreement is made as of ___/___/___, by and between CoHo Productions, Ltd., an Oregon non-profit corporation (the “Company”), and _____ (the Co-Producer).

Engagement. The Company engages the Co-Producer to receive Co-Production assistance for the production of _____ (the “Production”). The Co-Producer accepts such engagement, on the terms and conditions contained in this Agreement.

1) Compensation.

- a) The Co-Producer agrees to pay the Company a gross \$100 nightly door recovery fee for the duration of the Production. This fee will be covered by ticket sales. If the Production does not make \$100 in door sales, then the Co-Producer agrees to pay The company the difference at the close of the production.
- b) The Company and the Co-Producer will split ticket sale revenue, 50% of **net** profit going to each entity. Ticket sales going to the Co-Producer will be administered by the Company within a week of the Production’s closing night.
- c) The Company will manage and retain all profits from concession sales.
- d) The Company will manage and retain all profits from CoHo merchandise sales.
- e) The Co-Producer will manage and retain all profits from their own merchandise.

2) Services.

- a) The Co-Producer will be responsible for performing all services in connection with the Production reasonably performed by a producer of a live production, including but not limited to:
 - i) Marketing
 - ii) Casting
 - iii) Hiring and contracting of technicians and crew
 - iv) Budgeting
 - v) Fundraising
- b) The Company will provide the following services only on performing nights of production:
 - i) Front of house services for the production based on performance needs. Front of house services include:
 - (1) Ticketing software and management
 - (2) Covid screening
 - (3) Facilities supervision and maintenance
 - ii) Administrative assistance to the Co-Producer, including:
 - (1) Networking assistance for casting and hiring purposes
 - (2) Contract examples
 - (3) Budgeting examples



- (4) The Company's outreach platforms for fundraising materials
- iii) Marketing assistance including:
 - (1) Aid with marketing graphics
 - (2) Marketing distribution through CoHo channels
- iv) Technical assistance, including:
 - (1) Light and sound set-up
 - (2) Provide a live technician upon request for an additional \$100 per night, paid by the Co-Producer through remaining ticket revenue or an invoice issued at the close of Production.
 - (3) If The Co-Producer brings in their own technician, The Company will orient them to CoHo's equipment.
- v) If the Company holds funds for the Co-Producer, the Company will:
 - (1) Distribute payments to the Production's cast and crew.
 - (2) Meet with the Co-Producer bi-weekly, starting after the first Production Meeting until the end of Production, to manage Budget vs. Actuals.

3) Equipment and Facilities.

- a) The Company will provide its theater facilities, including the Black Box stage, house, and green room. Additionally, Co-Producers will have access to the Company's power equipment, light and sound equipment, cameras and streaming equipment, and any other production supplies it can reasonably loan.
 - i) The Co-Producer will have access to such facilities free of charge each night of the agreed-upon performance nights of The Production. Should the Co-Producer wish to use the space for rehearsal prior to the performance, they will need to book this with a CoHo representative and will be charged a gross \$75 fee for each rehearsal day.
 - ii) If The Co-Production results in damage, theft, or loss to The Company's equipment or facilities, The Co-Producer will be held responsible for replacement expenses.
- b) The Company will provide access to its restrooms to The Co-Producer, which will be kept in a sanitary and clean state.
- c) The Company will provide access to WiFi, Air Purification, and HVAC/heating and cooling control.
- d) Should any of the mentioned equipment or facilities accommodations be impaired or restricted due to damage or repair, The Company will alert the Co-Producer and find a mutually beneficial solution.
 - i) If the Co-Producer chooses to reschedule their Production dates due to facility or equipment repair, they will book new dates with a CoHo Representative.
 - ii) Production rescheduling will result in the termination of any expected future cash flow between the Co-Producer and the Company within the originally determined Production dates. Any transactions completed at the time of Agreement Termination are non-refundable.



- iii) In the event of rescheduling The Co-Production, The Company will provide a new Co-Producer Agreement for the newly determined Production dates and times.

1. Independent Contractor. The Co-Producer has been engaged by the Company as an independent contractor. The parties acknowledge that no partnership or joint venture is intended to be formed hereby.

2. Modification. The provisions of this Agreement may not be modified or waived without the prior written consent of both parties. This Agreement contains the entire understanding of the parties with respect to the Production.

CO-PRODUCER

Signature: _____ Date: _____

Print Name: _____

Address: _____

COHO PRODUCTIONS, LTD.

By: _____ Date: _____
Phil Johnson, Program Director