

MEETING DATE: **October 6, 2008**

AGENDA ITEM: 1) Authorization to Execute Agreements with Kinetic Lighting, Inc. and Technology Artists for the Maintenance, Repair and Replacement of Sound and Lighting Equipment in the Ivy Substation.

ATTACHMENTS

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Report on the Condition of the Sound Reinforcement and Stage Lighting Equipment at the Ivy Substation

Facility: The Ivy Substation
Address: 9070 Venice Blvd, Culver City, Calif.
Report Date: March 17, 2008
Report Submitted By: Jeff Lee, Technology Artists

Overview of the Facility:

The Ivy Substation is a performance and meeting space that is owned by the city of Culver City. The Actor's Gang is the current theatrical troupe who has taken residence at the space, and who does regular performances there. The space had been previously occupied by the Centre Theater Group who had undertaken some of the original transformation of the space into a performance facility.

The facility is also used by various Culver City government entities for their own needs. The facility may be rented or used by outside groups. Additionally, local schools may use the facility for their own performance needs, as well as for a teaching space.

Purpose of the Evaluation and the Resulting Report:

Culver City owns much of the sound and lighting equipment at the facility, and representatives of the Actor's Gang, alerted representatives the City as to the need for possible repair or replacement of said equipment to maintain functionality of this equipment, and the facility. Technology Artists was contracted by representatives of the Cultural Affairs Division of the city of Culver City to conduct an independent evaluation of the condition of the City owned sound, and stage lighting equipment. The resulting report will be used by the City to help in the determination of the future course of action regarding equipment repair or replacement.

As a note, The Actor's Gang also uses some of their own sound and lighting gear at this facility, but their request for equipment repair or replacement only concerns the City owned equipment. The Actor's Gang currently maintains their own equipment inventory, and tries their best to keep the City owned gear usable.

On Site Inspection:

Representing Technology Artists, I made an on-site visit to the Ivy Substation on Feb. 12, 2008. I met with Greg Reiner, Managing Director of the Actor's Gang, and Francois Pierre Couture, Lighting Designer, and Sound Designer for the Actor's Gang. We were met briefly by Susan Obrow from the Cultural Affairs Division of the city of Culver City. She made sure I was introduced to the proper parties from the Actor's Gang, but she did not stay for the entire meeting and inspection.

Francois gave me a tour of the facility and it's sound and lighting equipment. I had previously been forwarded a written Maintenance Request that had been originally generated by the Actor's Gang, and then subsequently forwarded to the City. I used this list, and on-site observations, to ascertain the composition and condition of the sound and lighting equipment. I asked Francois what he saw as the problems he has experienced in regards to the current state of the sound and lighting equipment. I also asked him what he thought would help improve the functionality of the space from an equipment point of view.

As for the testing procedure, the sound system was turned on, and a CD was played through all the speakers that were in place. One microphone was hooked up and tested through the system. I walked throughout the audience and stage areas to listen to the results. As the request for repair of the stage lighting equipment was for parts only at this time, those items were visually inspected only, without fixtures being individually turned on. For the purpose of generating this general report, I did not feel it was productive or necessary to test each and every component of these systems on the above listed inspection date.



Evaluation of the Sound Reinforcement and Stage Lighting Equip. at the Ivy Substation (con't) Mar. 17, 2008

Stage Lighting Equipment Condition

General:

Lighting fixtures that were hung in place for the current show appeared to be in usable condition. Cabling to the fixtures that were hung could benefit from additional multi-circuit cabling, new jumper cables, and an improved cable management system (to run and tie up the cables and to organize them).

Lighting Console: ETC Express 24/48

Condition: I was told that there were no functional problems. Looked fine.

Corrective Action: General surface cleaning.

Main Dimmers: ETC Sensor 96 chs. of 2.4k

Condition: Was told that there were no functional problems. Looked fine.

Corrective Action: General cleaning.

Ellipsoidal Fixtures: Altman 6x12, Altman 6x9 (approx. 47 combined units on inventory sheet)

Condition: At the time of inspection, about 12 to 16 of these fixtures were hung for the current show, I was told that these were functional, but a shortage of spare parts makes it increasingly difficult to make them useable. On inspection of the back stock, another 12 or more fixture were hanging from a rack where it appeared that they were in need of spare parts (lamps, cable end connectors, nuts and bolts) to make them functional. Another 12 or so fixtures looked to be in such bad shape or so out of date that they appear to be junk.

Corrective Action: Add inventory of new replacement, and spare lamps, add new stage pin connectors to replace broken ones, and have spares, and add misc. spare nuts, bolts, and other spare parts that could make some, but probably not all of the overall inventory functional at least for a couple more years. It should be kept in mind though that these fixtures are rather old, and outside of generic nuts and bolts that may be used for some fixes, larger brand/model specific spare parts will be difficult and expensive to come by or justify.

Best Case Recommendation: Since ellipsoidal fixtures are a mainstay of most theater productions, I recommend that ultimately, these old fixtures should be retired and new ellipsoidal fixtures be added to the inventory to replace the current stock.

Fresnel Fixtures: Altman 6" (24 units on inventory sheet)

Condition: At the time of inspection, only a few of these fixtures were hung for the current show, I was told that these were functional, but like the ellipsoidal fixtures, a shortage of spare parts makes it increasingly difficult to make them useable. On inspection of the back stock, fixtures that were hanging from a rack appeared in need of spare parts (lamps, cable end connectors, nuts and bolts) to make them functional. Some fixtures looked to be in such bad shape or so out of date that they appear to be junk.

Corrective Action: Add inventory of new lamps, new stage pin connectors, and misc. spare nuts, bolts, and spare parts that could make more of the overall inventory functional at least for a couple more years. It should be kept in mind though that these fixtures are rather old, and outside of generic nuts and bolts that may be used in some fixes, larger brand/model specific spare parts will be difficult and expensive to come by or justify.

Best Case Recommendation: I recommend that ultimately, these old fixtures should be retired and new fresnel fixtures or something with similar characteristics be added to the inventory to replace the current stock.

Evaluation of the Sound Reinforcement and Stage Lighting Equip. at the Ivy Substation (con't) Mar. 17, 2008

Misc. Fixtures: Par 64 (16 units on inventory sheet), Berkeleys (approx. 19 combined units on inventory sheet)

Condition: At the time of inspection I only saw a few of these being used.

Corrective Action: None, outside of maintaining a spare lamp inventory.

Stage Pin (SPG) Lighting Cable:

Condition: There were quite a few of these being used for the current show. I was told that most of that inventory though could benefit from a thorough inspection and maintenance regiment. There was also a large pile of these cables in the back room that needed replacement stage pin connectors to make them useable again.

Corrective Action: Add new stage pin connectors to fix 20 to 30 cables, and maintain an inventory of spares to be able to fix additional cables in the future. Francois said that he could fix the cables himself if he was just supplied with the parts. I would recommend that if it is feasible, that a City Electrician be made available to routinely help to inspect and fix these and other electrical cables. It would also be advisable that the Electrician be available on a regular basis to inspect and fix other electrical items at this facility.

Edison (PBG) Electrical Cable:

Condition: There were very few professional quality Edison extension cords in use. Instead, I saw a lot of orange, Home Depot grade Edison extension cables. These really should not be used for most professional uses, especially in the lighting system.

Corrective Action: Need at least a couple dozen new 10 gauge (for long runs) or at least 12 gauge professional grade Edison extension cables in various lengths. Cables should be well marked as belonging to the Ivy Substation

Lighting Accessories: Safety Cables

Condition: Most safety cables looked useable, but some were a bit old.

Corrective Action: Need to add at least a couple dozen new ones.

Lighting Grid:

Condition: From observation from stage level, and from the audience riser, the lighting pipe grid appears in fair condition, but will need closer inspection. Francois commented that the existing position of the lighting pipes are not necessarily in the most desirable locations, but they make the best of it.

Corrective Action: Since the grid supports the hung lighting fixtures, speakers, and cabling, it should be inspected and maintained on a regular basis.

House (Audience) Lighting Dimmer and Control System:

Condition: I was told that ETC lighting console was no longer able to take over control of the house lighting system. Control of the house lights has to be done from a wall mounted control panel.

Corrective Action: This may require an electrician to inspect the house lighting control system, and work with the Actor's Gang lighting personnel to try to fix this problem.



Evaluation of the Sound Reinforcement and Stage Lighting Equip. at the Ivy Substation (con't) Mar. 17, 2008

Sound System Equipment Condition

General:

Many of the components in this sound system look old and beat up. Almost everything could benefit from a thorough and long overdue cleaning.

Sound Mixing Board: Mackie 2408

Condition: Terrible. Ten or more channels appeared to have multiple inoperable functions, from indicator lamps not illuminating, mute on/off not working, or they would not pass audio cleanly if at all. Overall exterior condition was very dirty, which would also be an indicator that dirt had also gotten into the control potentiometers and faders which will produce crackly, dirty sounds. Using this piece of gear for much longer is asking for trouble. It will ultimately fail during a show or special City event, and there does not appear to be a replacement mixer in-house for such an emergency.

Corrective Action: The existing mixer needs to be replaced ASAP. It is not worth fixing.

Best Case Recommendation: Francois would like the replacement mixer to be a small format digital mixer with storable and recallable settings. While I agree that this would benefit the Actor's Gang performances, I believe that a regular "analog" mixer such as a Mackie 1604VLZ Pro or similar unit be installed as the primary, "master" mixer. Using a digital mixer usually requires a more experienced operator who typically would require specific knowledge of that model to make it work in a timely manner.

The Mackie 1604 is a simpler mixer that would be set up at all times for City events, rental of the space, or for any other event that would benefit from it's simple operation.

The digital mixer can be linked into the Mackie mixer to connect it to the sound system. The Actor's Gang or a school's theatrical group can use this mixer, store settings, and recall settings at a later date if necessary. This is an advantage where, as in the case of this facility, several different shows are rehearsed or run in the same week or even each day. Being able to recall settings on the digital mixer means that each group will not interfere with the others' sound settings.

Speakers: Electro-Voice EV SH 1502 (4 pieces)

Condition: These speakers worked, but there are slight inconsistencies between each unit. Overall physical shape looked okay, but these models are somewhat old. Two of these had been modified with eyebolts, and were suspended from the lighting grid with chains to serve as the main audience speakers. I did not physically inspect the suspension points, but these speakers do not normally come equipped by the manufacturer to fly in this manner, so this modification might not be certified.

I was told that these speakers are usually repositioned for each different production. Normally, the weight of these speaker cabinets is a bit too much to be hung without the benefit of a mechanical man-lift. Since there is no man-lift at this facility, these speakers are hung by one person using a tall ladder.

These speakers are also not what would be typically used for most professional level theatrical productions. These speakers were originally designed to be used by wedding DJ's and bar bands.

Corrective Action: Existing speakers work, but are not ideal. Replacement optional, but should be done.

Best Case Recommendation: I would suggest replacing the main audience facing speakers with newer more appropriate models for theatrical use. Existing speakers can then be used for stage monitor use.

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Amplifiers: Crest FA 901 (2 pieces), Crest FA 601 (1 piece)

Condition: These amplifiers seemed to work fine in the existing system. They could benefit from a thorough cleaning, including removing them from their rack and taking them outside and blowing out all the dust, inside and out. If the main speakers are replaced, the amplifiers could probably be re-used.

Corrective Action: Clean them.

Equalizers: Yamaha 2031 (2 pieces)

Condition: These were mounted in a rack, but were not hooked up in the signal chain! I was not able to test them on the date I was there, but if they work properly, they should be hooked up, as proper use of equalizers will generally improve a sound system's performance and sound quality. Externally they were a little dirty.

Corrective Action: Test and clean. Connect them to the sound system if they are functional.

Tape Decks and CD Players: Tascam, Denon, Stanton

Condition: These were mounted in a rack, but were not tested at my inspection. Externally they were a little dirty.

Corrective Action: Test and clean. Hook them up if they are usable.

Wireless Microphone Systems: Shure

Condition: There were two semi-pro wireless microphones located in the booth. I could not ascertain if they belonged to the City. They looked pretty beat up. I was able to get one to work after 10 minutes of fiddling with it and the mixer. The other one would not work, but I did not spend much time on it. Even if both could be made to work, they are not professional quality.

Corrective Action: Test and clean. If budget allows for getting new wireless, save these as back up units.

Best Case Recommendation: I would suggest replacing or adding at least two professional quality handheld / lavalier combo wireless systems that would be used for City functions independently of the theatrical uses in the facility. Additional wireless mic systems may be desirable for theatrical use.

Speaker Cabling:

Condition: Currently the amplifiers are located in the sound / lighting booth at the back of the house. Speaker cabling is terminated with male ¼" phone plugs. This type of plug is generally not used for professional installations. Cables did not appear to be properly labeled. A ¼" cable can inadvertently be connected to an input on the mixing board which could be very damaging to the mixer, and or the amp. I did not have access to inspect the entire length of speaker cables. These cables passed signals, but there may be physical damage that was not initially noticeable.

Corrective Action: If speaker connections do not have to be re-patched at the amp rack on a per show basis, then the ¼" phone plugs should be removed, and the wires should be connected directly to the binding posts on the amplifier, preferably using spade lugs. If it is desirable to reconfigure the speaker connections at the amp rack, then a speaker output panel should be fabricated or purchased with Neutrik Speakon locking connectors. The ends of the speaker cables would then need to be terminated with cable end Speakon connectors. In either case, all speaker cabling should be well marked on both the amplifier end, as well as the speaker ends.

If new speakers are installed, a different type of speaker cable may be required.

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XLR Cabling for Microphone and Clear-Com use:

Condition: There were very few apparent XLR cables that belong to the facility. This makes it difficult to patch in microphones or Clear-Com without having to rely on borrow cables.

Corrective Action: I suggest adding at least 20 – 25 ft., 10 – 50 ft., and a few 10 ft., decent quality XLR cables that are well marked as belonging to the Ivy Substation.

Patch Cabling to connect CD Players, Cassette Decks, Equalizers, Computer Audio, etc.:

Condition: There were some cables present but they were not well marked. There were also several of the above mentioned units that may require additional cabling to connect them to the sound system.

Corrective Action: Re-patching the sound system will probably be desirable. This may require a qualified Audio Technician to evaluate the patch cabling condition and requirements while re-patching the system. The quantity and type of cabling may be affected by the installation of any new equipment such as a new mixing board. The use of a Brother P-Touch or similar labeling system to identify cable / connector function and patch point would greatly improve the usability of the sound system.

Main Microphone Snake:

Condition: The stage end of the snake was not accessible at the time of inspection. XLR connectors at the mixing board side appeared to need some maintenance.

Corrective Action: This may require a qualified Audio Technician to test the snake cabling and fix any problems.

Wired Microphones, and Mic Stands to Mike Instruments or for Vocal use:

Condition: I did not find an in-house stock of microphones that could be used for miking instruments, or for vocal use. I was told that usually if these were needed, they were brought in by others.

Corrective Action: A multi-use facility of this type should have a minimum mix of microphones on hand that would allow for some basic miking. I would suggest starting with 4 Shure SM58 mics –generally used for vocals, 4 Shure SM57 –multi-purpose mics, and 4 Shure SM94 condenser mics. Budget allowing, additional or specialty mics can be added later for specific purposes. A corresponding number of new mic stands will be required. All mics and stands should be well marked as belonging to the Ivy Substation.

Clear-Com System:

Condition: This was not tested at the time of inspection. I was not informed of any problems with the Clear-Com.

Corrective Action: This may require a qualified Audio Technician to test the Clear-Com and fix any problems.

General Recommendations:

In addition to the specific items or areas of concern listed here that need attention, I believe that overall, it would be beneficial to commence a routine general inspection and maintenance schedule. This work can be contracted out to an independent qualified Technician(s), and should be done on at least a semi-annual basis, dependant of course on the amount of facility use. This would be in addition to, and not a substitute for the routine maintenance that would be performed by members of the Actor's Gang, or relevant City employees.

As a side note, it may be beneficial to have a building engineer or inspector examine the structural elements, and mechanical systems of the aging building itself.

ATTACHMENT 2

INVENTORY OF SOUND AND LIGHTING EQUIPMENT AT THE IVY SUBSTATION

LIGHTING BOARD & DIMMERS

EXPRESS 23/48 – LIGHT BOARD W/MONITOR	ETC	1
2.4 K ETC SENSOR DIMMERS	ETC	96

FIXTURES

MICRO FLOODS	ALTMAN	6
6 x 12 ELLIPSOIDAL	ALTMAN	28
6 x 9 ELLIPSOIDAL	ALTMAN	19
10" FRESNEL	COLORTAN	1
8" FRESNEL	COLORTAN	1
6" FRESNEL	ALTMAN	24
PAR 64	ALTMAN	16
MINI BERKELEYS	BERKELEYS	13
BERKELEYS	BERKELEYS	6
R40 PARS	ALTMAN	6

CABLE

50'	SPG	7
30'	SPG	1
25'	SPG	2
20'	SPG	13
10'	SPG	11
5'	SPG	9
25'	EDISON	1
50' SOCAPLEX CABLE W/BREAKOUTS, FOR 96 THREE-PIN	SPG	16

ADAPTORS

2-FERS	SPG	15
3-FERS	EDISON	2

ACCESSORIES

PATTERN HOLDERS	ALTMAN	3
SAFETY CHAINS		120
6" BARN DOORS		4

SOUND EQUIPMENT

24 CHANNEL, 8 BUSS; 24 INS., 8+ STEREO OUTS, 6 AUXES	MACKIE	1
2031 EQUALIZERS: 1/3 OCTAVE STEREO	YAMAHA	2
AC LINE CONDITIONER W/8 SWITCHED OUTLETS	FURMAN PL PLUS	2
FA 901 AMPLIFIERS: 280 WATTS/CHANNEL, STEREO	CREST	2
FA 601 AMPLIFIERS: 150 WATTS/CHANNEL, STEREO	CREST	1
SPEAKERS: 15" TWO-WAY, 200 WATTS	EV SH1502ER	4
HOT SPOT SPEAKERS: DUAL 5", 120 WATTS	ALTEC LANSING	1
TASCAM MK2	TAPE DECKS	2
TASCAM 112	TAPE DECKS	1
DUAL CD PLAYER	STANTON S-550	1
CD PLAYER	DENON DN600F	1
DENON DN600F	SHURE	1
CUSTOM CASES: 16 SPACE X 20" DEEP	JAN-AL	2

COMMUNICATION

STATION INTERCOM SYSTEM W/3 FIXED STATIONS & 1 BELT PACK AND HEADSET	CLEARCOM	1
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CABLE SNAKES

10' X 8 CHANNEL XLR MALE → ¼" MALE AUDIO SNAKE		1
10' X 8 CHANNEL RCA MALE → RCA MALE AUDIO SNAKE		1
10' X 8 CHANNEL RCA MALE → ¼" MALE AUDIO SNAKE		1
10' X 8 CHANNEL XLR MALE → XLR FEMALE AUDIO SNAKE		1

PATCH

5' X RCA MALE STEREO → ¼" MALE STEREO		1
2' X ¼" FEMALE MONO → ¼" MALE STEREO		1
10' X RCA MALE STEREO → ¼" MALE STEREO		1
1' X ¼" MALE MONO → ¼" MALE MONO		1

Mic/CLEARCOM

50' XLR MIC CABLE		2
25' SLR MIC CABLE		4

SPEAKER

100' X ¼" MALE → ¼" MALE		2
50' X ¼" MALE → ¼" MALE		2
75' X ¼" MALE → BARE WIRE		5
20' X ¼" MALE → BARE WIRE		2

ATTACHMENT 3

LICENSE AGREEMENT

This License Agreement ("this Agreement") is entered into as of July 5, 2005, by and between the THE ACTOR'S GANG THEATRE, a California non-profit corporation (hereinafter "Licensee"), and the CULVER CITY REDEVELOPMENT AGENCY, a public body corporate and politic (hereinafter "Licensor").

RECITALS

A. Pursuant to a long-term lease (the "Ivy Substation Lease"), entered into on June 8, 1987, by and between the City of Los Angeles ("Los Angeles") and the Licensor, Licensor is the lessee of that certain real property located in Los Angeles and more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property"). The Ivy Station License is attached hereto and incorporated herein by this reference as Exhibit B.

B. Licensee desires to use the Property, (i) to construct necessary and appropriate theatrical production improvements thereon at Licensee's sole cost and expense, and (ii) utilize the Property as a venue for staging live theatrical productions during the term of this Agreement, as defined below.

C. Under the terms of the Ivy Substation Lease, Licensor is allowed to grant to Licensee a license to enter into the Property for, and in order to accomplish, the purposes described herein, subject to the approval of the Los Angeles, which has been obtained.

D. Licensor and Licensee now desire to enter into this Agreement to enable Licensee to accomplish the purposes described herein.

NOW THEREFORE, in consideration of the granting of the foregoing, the mutual promises, covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **Grant of License.** This Agreement shall commence on July 1, 2005, for a term of one year (the "Initial Term"); provided, that Licensor will annually extend the Initial Term for a nine additional one-year terms, through June 30, 2015, as long as Licensee is not in default under this Agreement or in violation of any Federal, State or local law, rule or regulations and such extension does not violate the Ivy Substation Lease(the "Extended Term"). This license may be revoked at any time for violation of the provision of this Agreement with if such violations are not remedied within 30 days after written notice thereof.

2. Purpose of License. During the Term of this Agreement, Licensee shall perform the following:

- a) Construct only those improvements and other modifications to the Property that have been approved by the Assistant Executive Director and, as required, by the City of Los Angeles. Any improvement over \$5,000.00 shall require the prior approval from the Assistant Executive Director, not to be unreasonably withheld. When the total aggregate costs of permanent capital improvements approved by the Assistant Executive Director is equal to or greater than Ten Thousand Dollars (\$10,000), Licensee may deduct up to Five Thousand Dollars (\$5,000.00) from the rent per year, and only to reimburse Licensee for actual costs expended for permanent capital improvements which are equal to or greater than \$10,000.00. Such improvements become the permanent property of Licensor at such time as Licensee no longer leases the Property and subject to the Ivy Substation Lease.
- b) Stage live theatrical productions, including but not limited to plays, musicals, children's theater, film screenings, music concerts, lecture series and special events in such frequency and during such dates and times as set forth in the applicable Season Program, and additional performances which may be scheduled during the year, which Licensee shall submit to Licensor's Assistant Executive Director for review and comment. The required opportunity to review and comment on the Season Program is intended solely to permit Licensor to be assured the community has access to the Ivy Substation pursuant to Section 11 and it is being utilized effectively and efficiently throughout the year. Licensor shall have no power of approval of play selection or performance content by reason of its review of the annual Season Program. A minimum number of one hundred and twenty (120) performances shall be provided on an annual basis.
- c) Conduct such other activities, such as rehearsals, workshops and auditions, that are directly related, incidental, or necessary to accomplish the purposes of this Agreement.
- d) Comply with all other requirements imposed by any required permits, the Ivy Substation Lease, a copy of which is attached hereto, and this Agreement.
- e) In all advertisements, brochures, commercials and other literature related to Licensee's programs at the Property must be referred to as the Ivy Substation.

3. Prohibited Uses. With the exception of the purposes described in this Agreement and other uses first approved in writing by the Licensor, Licensee shall not be authorized to use the Property for any other purpose whatsoever.

4. Prior Agency Approval. Licensee shall obtain the express written consent of Licensor's Assistant Executive Director or her/his designee, (which consent

shall be in Assistant Executive Director's sole and absolute discretion) prior to performing any of the following acts:

- a) Allowing the entry and use by any person into the Property other than guests and invitees viewing Licensee's theatrical productions, or those to whom this License is granted or such other persons directly connected to the accomplishment of the purposes of the License;
- b) Posting, erecting or otherwise installing, within public view, banners, posters or any other signage or promotional material; and
- c) Alienating, selling, encumbering or otherwise transferring any improvements and equipment installed upon the Property or any interest therein.

5. Permits. Licensee, at no cost or expense to Licensor, and as a necessary condition for the exercise of any rights under the License, shall obtain permits from the City of Los Angeles, and any and all other governmental permits and approvals with which may be necessary for it to conduct any work or activities under this Agreement, including, but not limited to, a liquor license for the sale or other distribution of alcoholic beverages by Licensee within the Property.

Licensee agrees to indemnify, defend, protect and hold Licensor, the City of Culver City, Los Angeles and each their respective officers, boards, officials, employees, attorneys, agents, insurers and volunteers, free and harmless from any and all loss, liability, claims, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from the sale, distribution or consumption of alcoholic beverages within the Property by Licensee or any of its guests or other invitees.

Licensor shall coordinate and cooperate with Licensee in Licensee's activities to obtain all necessary government permits and permissions.

6 Parking. Licensor will provide Licensee five (5) parking permits for use by Licensee and its invitees to park free of charge at the Media Park parking lot for the Initial Term and each Extended Term.

7. Liens and Claims. Licensee shall not permit any mechanics', materialmen's, or similar liens or claims to stand against the Property for labor or material furnished in connection with any work performed by Licensee under this Agreement. Upon reasonable and timely notice of any such lien or claim delivered to Licensee by Licensor, Licensee may bond and contest the validity and the amount of such lien, but Licensee will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense.

8. Rent. The monthly rental rate will be \$3,000.00 per month for the Initial Term with an annual increase on July 1, for each Extended Term. The increase shall be based on the Consumer Price Index for the Los Angeles Area, not to exceed 3% per annum. The monthly rent will commence on September 1, 2005 and be due and payable on the first of each month thereafter, except as provided in Section 2. a).

9. Operating Expenses. During the Term of the License, Licensee shall be responsible for paying all operating expenses for the Property, including, but not limited to, all utilities, janitorial, security, and garbage collection services. Licensee shall also provide all necessary custodial and janitorial supplies.

10. Lighting And Sound Equipment. During periods of at least thirty (30) days in length, during which Licensee will not be staging theatrical performances, conducting rehearsals or otherwise actively using the facilities on the Property for any of the purposes described in Section 2 of this Agreement, the lighting and sound equipment shall remain within the premises and shall be available for use by certain community organizations (the "Organizations"), as identified by Licensor and approved by the Licensee; provided, that Licensor shall give reasonable prior written notice to Licensee of such use, and Licensee shall be allowed to have a technical director or other representative present at the Property at any time said equipment is being used. The Organizations shall compensate the technical director in accordance with a rate schedule to be reasonably agreed upon by the Licensor and the Licensee.

11. Use of space by Performing Arts Grant Recipients/Educational and Other Organizations. As part of the Agreement, Licensor requires the Property be made available for use by Culver City Performing Arts Grant recipients, Educational Programs in which students from the Culver City Unified School District participate, and any other group mutually determined eligible by Licensor and Licensee. The total number of days the Property must have availability for these outside groups is sixty (60) days in the Initial Term. The time periods for availability must contain one two-week block and the other times may be a combination of individual days and consecutive days. If the specific dates are not actually reserved for any Culver City Performing Arts Grant recipient or other groups as determined above, then Licensee shall be deemed in compliance with this requirement. The element of this Agreement will be renegotiated on annual basis and shall take effect in July of every year.

Prior to allowing any Organizations to enter into the Property pursuant to this Section 11, Licensor shall require such Organization to execute an agreement in a form approved and provided by Licensor, and approved by Licensee, which shall require each Organization to indemnify, and procure insurance coverage for, both Licensor and Licensee for any loss, liability, claims, damages and expenses arising from the entry into the Property or the exercise by such Organization of any other rights pursuant to this Section 11.

12. Compliance with Laws. The Licensee shall comply with all federal, state and local laws, statutes and ordinances in connection with Licensee's entry on the Property and performance under this Agreement.

13. Entry by Licensors. Licensors shall not conduct tours of the Property except upon scheduled appointments after reasonable advance notice has been given to Licensee. Other than this section 13, nothing contained in this Agreement shall be construed to restrict or prevent entry to the Property by Licensors, its agents, consultants and assigns.

14. Effective Date. The effective date of this Agreement shall be the date set forth above in Section 1 of this Agreement (hereinafter "Effective Date"). After providing insurance as described in Section 17, Licensee will be allowed to enter the Property.

15. Hazardous Materials. Licensee shall not store or use or consent to the storage or use of any Hazardous Materials on the Property except in reasonable amounts as required to accomplish the purposes of this Agreement, and at all times in compliance with law. As used in this Agreement, "Hazardous Materials," means any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance or waste which is (i) defined as a "hazardous waste", "acutely hazardous waste", "restricted hazardous waste", or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code; (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to public health and safety.

16. Indemnification. Licensee agrees to indemnify, defend, protect and hold Licensors, the City of Culver City and Los Angeles, and their respective officers, employees, attorneys, agents, insurers and volunteers ("Indemnitees"), free and harmless from any and all loss, liability, claims, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from the exercise of the License granted under this Agreement, regardless of whether such loss, liability, claims, damages and expenses were in part contributed to by the acts or omissions of an Indemnatee; provided, however, that nothing herein shall be interpreted as obligating Licensee to indemnify any Indemnatee for the Indemnatee's willful misconduct.

17. Insurance. Licensee shall obtain, at its sole cost and expense, and keep in full force and effect, during the term of this Agreement, and in the form acceptable to Licensors, in its sole discretion, the following insurance policies:

- a) General Liability Insurance (including coverage for any and all loss, liability, claims, damages and expenses arising from the sale, distribution or consumption of alcohol within the Property as discussed above in Section 5 of this Agreement) with a minimum coverage limit per occurrence of not less than \$2,000,000. A "Claims made" designation is only acceptable for professional or pollution liability insurance.
- b) Workers' Compensation Insurance in an amount and form sufficient to meet all applicable governmental requirements, with a minimum coverage of at least \$100,000 for bodily injury per disease or accident per occurrence.

Licensors, the City of Culver City, Los Angeles and their agents, officers and employees shall be named as the "Certificate Holder" and as additional insureds for each insurance policy required herein. Each such policy shall contain a provision that: (a) for all claims, accidents, injuries and damages occurring in or about the Property, provides primary coverage without contribution from any other insurance carried by or for the benefit of Licensors and/or Los Angeles, (b) the policy shall not be canceled and the amount thereof shall not be reduced unless thirty-days' (30-days') written notice shall have been given to Licensors and Los Angeles by certified mail, return receipt requested, which notice shall contain the policy number and the names of the insured and additional insureds, except that the policy shall not be canceled for non-payment of premiums unless ten-days' (10-days') written notice shall have been given to Licensors and Los Angeles in the manner set forth herein. All insurance required to be carried by Licensee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers licensed in the State of California with a current A.M. Best's rating of no less than A:VII.

Licensee shall deliver to Licensor appropriate certificates of insurance evidencing the insurance required to be carried pursuant to this Agreement prior to entry onto the Property.

18. Default. Failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The non-defaulting party shall give written notice of default to the defaulting party, specifying the default complained of. The defaulting party must cure, correct or remedy such failure or delay within ten (10) days after receipt of such written notice of default. Failure or delay in giving such notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Delays by any party in asserting any of its rights and remedies shall not deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

19. Remedies. If the defaulting party fails or does not commence to cure the default within ten (10) days of service of the notice of default, then the non-defaulting party may: (i) terminate this Agreement in writing; (ii) institute an action for specific performance of the terms of this Agreement; (iii) institute legal action to cure, correct or remedy any default to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. The defaulting party shall be liable to the other party for any actual and direct damages caused by such default. Neither the Licensee nor the Agency shall be liable for consequential damages as a result of any breach of any obligation of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate Municipal Court in that County, or in the Federal District Court in the Central District of California.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

20. Termination. Licensor shall not terminate this Agreement except for cause if the Licensee is in default or by mutual agreement of the parties.

21. Attorneys' Fees. In any action between any of the parties seeking enforcement or interpretation of any of the terms and provisions of this Agreement or a declaration as to the meaning hereof, or in connection with the Property, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, reasonable attorneys' fees and reasonable fees of expert witnesses.

22. Notices. Any notice provided for herein or otherwise required to be given hereunder that: (i) is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and (iii) is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

Any notice provided for herein or otherwise required to be given hereunder shall be addressed as follows:

To Licensor: Culver City Redevelopment Agency
9770 Culver Boulevard
Culver City, CA 90232-0507
Attention: Susan Evans, Assistant Executive Director
Facsimile: (310) 253-5700

To Licensee: The Actor's Gang
9070 Venice Boulevard
Culver City CA 90232
Attention: Greg Reiner, Managing Director
Facsimile: (310) 838-4263

The person and the place to which notices are to be mailed may be changed by either party by providing written notice of same to the other.

23. Assignments. The rights and obligations under this Agreement may not be assigned by Licensee without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

25. Amendments. No provision of this Agreement may be amended or added to except by an Agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

26. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

27. **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

28. **Authority to Enter Into Agreement.** The individual(s) executing this Agreement on behalf of each party is (are) authorized to execute this Agreement on behalf of said party. Each party has taken all actions required by law to approve the execution of this Agreement.

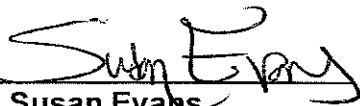
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representative on the dates shown below.

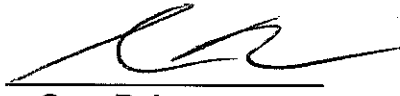
LICENSOR

LICENSEE

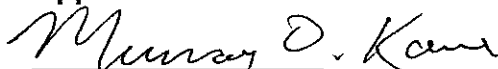
CULVER CITY REDEVELOPMENT AGENCY

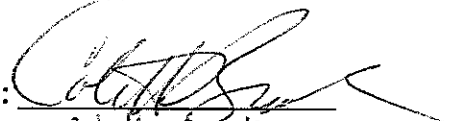
THE ACTOR'S GANG

By: 
Susan Evans,
Assistant Executive Director
Date:

By: 
Greg Reiner
Managing Director
Date:

Approved as to form:


General Counsel

By: 
Collette Brooks
Its Board Chair
Date:



Q U O T E

Date: May 28, 2008

Quote Number: Q-CCRA-052808

For: Susan Obrow
Culver City Redevelopment Agency

Ship To: Ivy Substation
9070 Venice Blvd.
Culver City, CA

Salesperson	P.O. Number	Date Needed	Shipped Via	F.O.B. Point	Terms
Jeff		TBD		our shop	

Quantity	Description	Unit Price	Amount
Sound Equipment Sale			
1	Mackie 1604VLZ3 mixer	\$ 799.00	\$ 799.00
1	Yamaha LS9-16 digital mixer, 16 input, 8 output	4,829.00	4,829.00
2	Electro-Voice QRx112/75 BLK speaker	988.00	1,976.00
4	Half Cheeseboro to Forged Eyebolt assemblies	45.00	180.00
1	Lot 4 rated quick links, 2 adjustable pull back straps, 4 – ¼” steel rope assemblies with snap hooks	100.00	100.00
2	Shure ULXP 124 / 85 wireless mic combo systems with handheld and belt pack transmitter / lavalier mic	1,185.00	2,370.00
2	Shure WL 93 mini omni-directional lavalier mic	69.00	138.00
2	Horizon SP4-100 speak-on cable, 100 ft.	120.00	240.00
10	Horizon LZ-10 XLR mic cable, 10 ft.	10.50	105.00
20	Horizon LZ-25 XLR mic cable, 25 ft	12.00	240.00
10	Horizon LZ-50 XLR mic cable, 50 ft	18.00	180.00
4	Shure SM-58 dynamic microphone with clip	99.00	396.00
4	Shure SM-57 dynamic microphone with clip	90.00	360.00
4	Shure SM-94 condenser microphone with clip	189.00	756.00
12	K&M 210/9 boom arm mic stand, black	72.00	864.00

Installation Labor

650.00

Install speakers to existing lighting grid with flyware as listed above.

Note: Customer is responsible for certifying that the existing lighting grid can safely support the weight of these speakers as well as the existing lighting fixture and wiring load with industry standard safety factor allowance.

Remove existing mixing board, install new mixers shown here, wire them to existing equalizers, amplifiers, mic snake and new wireless mics.

Test and optimize system. Provide up to 2 hours of on-site tutorial for end users. Provide customer with as wired drawing, and folder of manufacturer's instruction manuals for the new equipment.



**Quote for Sound Equipment Sale with Installation Labor
for Ivy Substation**

May 28, 2008

Equipment Subtotal before Discount:	\$ 13,188.00
Package Discount on Equipment:	(330.00)
Equipment Subtotal:	<u>\$ 12,858.00</u>
Sales Tax:	1,060.79
Installation Labor:	650.00
Delivery Charges:	N/C
Total before COD Discount:	<u>\$ 14,568.79</u>

Terms: Authorized Purchase Order to place order
5% Discount COD or Net 30 Days

Price after taking COD Discount: \$ 13,840.35

Prices valid for 30 days unless written notice is given customer.

Quote Generated By: Jeff Lee
Jeff Lee, owner Technology Artists

To place an order, please call our office at (562) 903-0772, and ask for Jeff or Tim.

Please make checks payable to: Technology Artists

If you have any questions regarding this quote, please call Jeff Lee, phone (562) 903-0772

Thank You for your Business !

ATTACHMENT 5



Sale Quote

Quote No. 10869
Requested By Sid Montz
Quoted By James Schipper
Page 1 of 1

Customer: Ivy Sub Station	Bill To: Ivy Sub Station	Ship To: Kinetic Lighting, Inc.
Reference:	(no street address on file)	7672 North Clybourn Avenue
Notes:	(city unknown)	Los Angeles, CA 91352
	Phone:	Attn:
	Fax: 310.838.6231	Notes:
	PO No.:	Quote Date: 08/28/2008
	Payment Terms: COD	Quote Expires: 09/09/2008

SALE ITEMS

QTY	DESCRIPTION	UNIT	AMOUNT
1	**Note**	\$0.00	\$0.00
	<i>Susan Obrow, 310-253-5762, susan.obrow@culvercity.org</i>		
1	PURCHASE ORDER REQUIRED TO CONFIRM	\$0.00	\$0.00
	<i>Warrant Instead of PO is fine</i>		
25	(Sale) SPG Female Connector 20A/125VAC	\$5.00	\$125.00
	<i>Lekos</i>		
25	(Sale) SPG Male Plug, 20A/125VAC	\$5.50	\$137.50
	<i>Lekos</i>		
8	(Sale) SPG Male Plug, 20A/125VAC	\$5.50	\$44.00
	<i>Fresnels</i>		
20	(Sale) 1/8" x 30" Black Safety Cable with 1/4" Snap	\$3.95	\$79.00
1	Misc Sales Item	\$50.00	\$50.00
	<i>screws, bolts, etc. for Altman Lekos</i>		
1	Misc Sales Item	\$50.00	\$50.00
	<i>screws, bolts, etc. for Altman Fresnels</i>		
20	(Sale) EHG - 750W/120V, Medium 2-Pin Base (G9.5), T-6, 3000K, 2000Hrs	\$16.50	\$330.00
	<i>Lekos</i>		
20	(Sale) BTL - 500W/120V, Medium Prefocus Base (P28s), T-6, 3000K, 500Hrs	\$17.95	\$359.00

- Shipping charges may be added to quote
- Allow time for shipping
- Prices based on volume quoted
- Prices valid through 9/9/08

Equip Rental:	\$0.00
Misc Services:	\$0.00
Labor:	\$0.00
Shipping:	\$0.00
Net Sales:	\$1,174.50
Sales Tax:	\$96.90
Grand Total:	\$1,271.40