

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **FANTASY PLAYHOUSE CHILDREN’S THEATER AND ACADEMY** (hereinafter “FPCTA”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, FPCTA will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that FPCTA shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to FPCTA the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. FPCTA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, FPCTA agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by FPCTA.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by FPCTA regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of FPCTA, nor shall FPCTA at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, FPCTA being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of FPCTA and that officers, employees, and any other agents of FPCTA are not nor shall they be deemed to be officers, employees, or agents of the City.
7. FPCTA is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. FPCTA hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or FPCTA may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. FPCTA agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

FANTASY PLAYHOUSE CHILDREN’S THEATER AND ACADEMY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
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I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Fantasy Playhouse Children’s Theater and Academy is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Fantasy Playhouse Children’s Theater & Academy (FPCTA) provides access to theatre arts and arts education to the families of Madison, Alabama. FPCTA enhances the quality of life for Madison residents by:

1. Providing free and low cost quality family entertainment that engages and inspires children; helping them enhance communication skills, enrich empathetic responses, and make sense of the world around them. Since 1961, FPCTA has provided a gateway to the theatre arts for tens of thousands of Madison City residents and students.

Current MainStage Productions:	Current In School Touring Productions:
The Wonderful Wizard of Oz	Freedom Riders Homecoming
A Christmas Carol	Storytime Pirates
Sleeping Beauty & the Big Green Pea	Anansi the Spider
A Wrinkle in Time	

2. Providing performance, design, technical, educational, and administrative employment and volunteer opportunities for hundreds of Madison residents. A sample of Staff and Volunteers include:

- Emily Rodrick, FPCTA Marketing & PR Manager
- Matlin Neimann, FPCTA Education Coordinator
- Fathia Hardy, FPCTA Board Member
- Katiya McKinney, FPCTA Board Member
- Dr Wafa Orman, FPCTA Board Member
- Donna Berger, FPCTA Board Member
- Holly Brockman, FPCTA Board Member
- Lisa Mays, FPCTA Board member
- Amy Patel, FPCTA Educational Advisor and Actress
- Dwayne Craft, FPCTA Educational Advisor
- Kim Jimmerson, FPCTA Volunteer Coordinator

3. Providing arts educational opportunities via an enhanced “Fantasy in the Classroom” partnership with Madison City Schools which acts as “feeder” training program for Bob Jones and James Clemens High Schools’ award winning theatre departments. Students grades K-3 take part in on-site after-school programs that are modifications of FPCTA’s general acting curriculum. Classes focus on developing the Actor’s Tool Box (Body, Voice, Mind, and Imagination) that inspire creativity and build self-confidence. For eight or ten weeks, students will be divided up into age-appropriate classes and meet after school one day a week for an hour. On the final day of class, students will apply their skills in an

informal sharing for family and friends. FPCTA presents each student with a Certificate of Achievement at the end of each session. Advanced Students grades 4-6 are part of a custom-designed drama program by meeting twice a week over 12 weeks. This class culminates in a fully realized play. Children are introduced to career paths and theatrical work well before middle and high school. JCHS and BJHS students are then offered paid assistantships and tech assignments during FPCTA Summer Camps. FPCTA is also looking to offer satellite classes at the new Madison Community Center

Current and Past Partner Schools are:

- Horizon Elementary School
- Madison Elementary School
- Rainbow Elementary School
- Midtown Elementary School
- Liberty Middle
- Discovery Middle

Funding from the City of Madison is being used to support the renovation of Merrimack Hall, which will expand our services to our Madison City audience members, students, staff, and volunteers; supporting quality of life, expanding STE(A)M technical theatre education partnerships with MCS, and equipping Madison's students with life's essential skills as we teach Madison students to step beyond themselves, to dream big dreams, to master self confidence, and obtain the skills needed for a successful future.

The 24,534 historic building offers a 300 seat theater upstairs and a variety of teaching spaces, a 3000 square foot dance studio, public lobby, and an office suite. The current first floor remains largely unfinished, and offers FPCTA the opportunity to build out classrooms. Plans for the second floor include extending wing space on the northside of the current stage, installing an LED light wall and turntable, and adding a production office and ADA compliant restroom on the southside of the theater.