



# PROFIT SHARING AGREEMENT

RE Use of Barker Park Amphitheater

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This Profit Sharing Agreement is between **Broadway On The Side**, (hereinafter referred to as "Party A"), residing at **2637 N Washington Blvd #126, North Ogden, UT 84414** and **North Ogden City**, (hereinafter referred to as "Party B"); each Party shall be entitled to **50.00%** net profit.

This Profit Sharing Agreement is made on **October 15, 2024** and cites the purpose of both the Parties coming together with the common goal of doing the business of **Broadway At The Amph's Production of NEWSIES** (hereinafter referred to as "Business") located at **Barker Park, 2375 Fruitland Dr, North Ogden, UT 84414**.

Both the Parties are strongly advised to carefully read all the terms and conditions of this Agreement, as these define the rules and regulations of the Business for both the Parties.

## Terms and Conditions

The Parties hereby agree to the following terms and conditions that shall define and govern the relevant aspects of this Profit Sharing Agreement.

### 1. Purpose

The prime purpose of this Profit Sharing Agreement is to set the guidelines and describe a method to share the Business revenues among the Parties, that are fair, workable, and acceptable to both the Parties in regards to the following:

Series:	Broadway At The Amph (BATA)	
Production:	NEWSIES	
Location:	Barker Park Amphitheater	
Performance Times:	6:00 PM	Pre-Show Entertainment
	7:00 PM	Curtain (aka show begins)
Performance Dates:	Thursday, July 24, 2025	
	Friday, July 25, 2025	

Saturday, July 26, 2025

Thursday, July 31, 2025

Friday, August 2, 2025

Saturday, August 2, 2025

*(Allowing a provision to extend through August 9, 2025 if the city and/or community so desires.)*

## **2. Term**

This Profit Sharing Agreement shall commence upon the date of this signed and dated contract and shall remain in full force and effect until the completion date (Saturday, August 9, 2025) of the prescribed event(s) and/or activities. A week after the completion date, Saturday, August 16, 2025, this Agreement will conclude.

A new agreement for future event(s) and/or activities may be entered into at any time but shall not supersede or cause any interference to the existing Agreement.

## **3. Responsibilities**

Both the Parties are hereby responsible to ensure and perform the following duties:

- 1) Maintenance of coordination and other prospecting duties with regard to each other; and
- 2) Timely completion of paperwork as required for the smooth working of the business; and
- 3) Performance of all duties and services that may be assigned by either of the Parties to accomplish the aims of this Agreement in the time, place, and manner deemed appropriate by the mutual consent of the Parties.

Party A that is, Broadway On The Side is hereby responsible for the following:

- 1) Covering any upfront costs associated with the organization and execution of the agreed upon theatrical production including but not limited to:
  - a) MTI Contract for NEWSIES: \$900 - basic rental; \$3,480 - royalties (\$580 per performance); \$400 - security fee; \$750 - performance tracks
  - b) Costuming: staffing, creation, and possible rental fees
  - c) Set Design & Construction: staffing, creation, and possible rental fees;
  - d) Technical Design and Operation: staffing, creation, and possible rental fees; and

- 2) Advertising of pre-audition training, auditions, and performances through Party A's website and social media platforms as well as execution and completion of the aforementioned activities; and
- 3) Seeking out sponsorships and other funding opportunities; and
- 4) Coordinating volunteers for the production including but not limited to performances and rehearsals.

Party B that is, North Ogden City is hereby responsible for the following:

- 1) Providing use and access of the Barker Park Amphitheater for the duration of the project upon completion of a rental and use agreement for \$0.00; and
- 2) Prioritizing the use of the Barker Park Amphitheater for Party A that is, Broadway On The Side from Saturday, July 12, 2025 - August 9, 2025 for rehearsal, set build, performance of the production, and set take down; and
  - a) The priority for Party A shall not limit the ability to rent the facility for other activities or city sponsored events, except during the dates of Monday July 21, 2025 to Saturday August 2, 2025 where Party A shall have exclusive rights to the facility.
- 3) Allowing any reasonably requested scheduling of the Barker Park Amphitheater prior to Saturday, 12, 2025 and will not bar the scheduling of said location without reasonable cause; and
- 4) Seeking out sponsorships and other funding opportunities to offset expenses and maximize potential profit sharing.

## 4. Profit Sharing

In consideration of the duties performed by both Parties, Party A that is, **Broadway On The Side** shall be entitled to **50.00%** of the net profits earned from the Business.

In consideration of the duties performed by both Parties, Party B that is, **North Ogden City** shall be entitled to **50.00%** of the net profits earned from the Business.

"Net profits" shall be deemed to be calculated by the revenue generated by ticket sales less any expenses incurred by the Business paid on behalf of either party including but not limited to the Responsibilities listed in section 4. Expenses offset by donations and sponsorships will not be considered in the calculation of expenses against net profits. Party B shall not be responsible for any payment should the production fail to generate a profit.

## 5. Payouts

No payouts shall be given until the balance of expenses related to the production of NEWSIES at the Barker Park Amphitheater is paid in full. Once this is completed, Broadway On The Side will issue a report for North

Ogden to review prior to receiving their share of the profits. Once approved by both Parties, Broadway On The Side will issue a cashier's check to North Ogden City for the approved amount.

## **6. Independent Parties**

Both the Parties hereby agree that neither of Parties works under the other, that is, the Parties shall be considered Independent Parties and not the agents or employees of the other Party. Neither of the Parties shall have the authority to make any such statements, representations or commitments, nor to take any action which shall be binding or offending the other Party, except as may be expressly provided or authorized in writing.

## **7. Confidentiality**

Neither Parties involved in this Profit Sharing Agreement shall, in any manner, either directly or indirectly :

Disclose or communicate to a third party any information relating to the Business of the Parties including but not limited to customer lists, price points, marketing plans (the "Confidential Information"), yearly revenues, or any other private information.

Duplicate any kind of Confidential Information.

Use any of the Confidential Information other than solely for the benefit of the Business.

## **8. Termination**

Neither Party shall have the right to terminate this Agreement at any other time unless such termination is mutually agreed upon by both the parties. The profit sharing among the Parties shall terminate upon the conclusion of this Agreement.

## **9. Arbitration**

In the event of any dispute arising in and out of this Agreement between the Parties, the Parties agree to resolve the dispute by Arbitration. The Arbitrators' decision shall be final and will be binding on both the Parties.

## **10. Miscellaneous**

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the **State of Utah** without regard to conflict of law principles.

**Force Majeure:** Neither of the Parties shall be liable for any failure in performance of any obligation under this Agreement due to causes beyond that Partner's reasonable control (including and not limited to any pandemic, fire, strike, act, or order of public authority and other acts of God) during the pendency of such event.

**Entirety:** This Profit Sharing Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.

**Modification:** No modification of this **Profit Sharing Agreement** shall be made unless in writing, signed by both Parties.

## Acceptance and Signature

IN WITNESS WHEREOF, the Parties hereto have executed, accepted, and agreed to this Profit Sharing Agreement, by their respective duly authorized officers, as on the day and year set forth below:

BROADWAY ON THE SIDE, INC.

NORTH OGDEN CITY

By \_\_\_\_\_  
(signature)

By \_\_\_\_\_  
(signature)

Name: Megan M. Nelson

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

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

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