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Introduction and Parties

This Theater Production Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Producer"), and Acme, Inc, also known as ACME-1, a business organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Client").

Purpose

This Agreement sets forth the terms and conditions under which Producer will manage logistics for the theatrical production of "Hamlet." Client will secure the venue and handle marketing for the production.

Parties Involved

- **DocuPal Demo, LLC (Producer):** A United States company responsible for managing logistics related to the theater production.
- **Acme, Inc (Client):** A United States business responsible for securing the venue and handling marketing for the theater production.

Scope of Production

This Theater Production Agreement outlines the responsibilities of DocuPal Demo, LLC in producing the play "Hamlet" for ACME-1. The production will take place at The Grand Theater.

Production Details

Rehearsals for "Hamlet" will commence on January 1, 2024. The opening night performance is scheduled for March 15, 2024. DocuPal Demo, LLC will manage the logistical aspects of the production. ACME-1 is responsible for securing the venue and handling marketing efforts. This includes coordinating the theater booking and promoting the play to the public.



Roles and Responsibilities

This section outlines the roles and responsibilities of each party involved in this Theater Production Agreement. DocuPal Demo, LLC and ACME-1 will each undertake specific duties to ensure the successful production of "Hamlet."

DocuPal Demo, LLC Responsibilities

DocuPal Demo, LLC will act as the primary production company. Its responsibilities include:

- **Production Staffing:** Providing all necessary production staff, including stage managers, lighting technicians, sound engineers, and costume designers.
- **Logistics Management:** Overseeing all logistical aspects of the production, such as set construction, transportation of equipment, and coordination of technical rehearsals.
- **Artistic Direction Support:** Collaborating with the director and other artistic personnel to realize the creative vision for the play.
- **Budget Management:** Managing the production budget and ensuring that all expenses are within the agreed-upon financial parameters.
- **Contract Negotiation:** Negotiating contracts with all personnel involved in the production, including actors, designers, and technicians.
- **Insurance:** Obtaining and maintaining adequate insurance coverage for the production, including liability and workers' compensation insurance.

ACME-1 Responsibilities

ACME-1 will primarily be responsible for venue arrangements and marketing. Its responsibilities include:

- **Venue Security:** Securing and providing the performance venue for the duration of the production. This includes ensuring the venue meets all safety and accessibility requirements.
- **Marketing and Promotion:** Handling all marketing and promotional activities for the play, including advertising, public relations, and ticket sales.
- **Front of House Management:** Managing front-of-house operations, including ushering, concessions, and customer service.
- **Legal Compliance:** Ensuring that the production complies with all applicable laws and regulations, including copyright and licensing requirements.



- **Financial Reporting:** Providing regular financial reports to DocuPal Demo, LLC, detailing ticket sales, expenses, and revenue.
- **Local Permits:** Obtaining and maintaining any necessary local permits and licenses required for the production.

Shared Responsibilities

Both DocuPal Demo, LLC, and ACME-1 will share the following responsibilities:

- **Communication:** Maintaining open and regular communication to ensure that all aspects of the production are coordinated effectively.
- **Problem Solving:** Collaborating to address any issues or challenges that may arise during the production process.
- **Risk Management:** Working together to identify and mitigate any potential risks to the production.
- **Adherence to Agreement:** Upholding the terms and conditions outlined in this Theater Production Agreement.
- **Approvals:** Obtaining necessary approvals from each other on key decisions impacting budget, artistic direction, and marketing strategies.

Rights and Licensing

Performance Rights

ACME-1 retains all rights to the theatrical production of "Hamlet." These rights include, but are not limited to, the exclusive right to produce, present, and control all performances of the play. Docupal Demo, LLC is granted a limited, non-transferable license to manage the logistical aspects of the production as outlined in this Agreement. This license does not convey any ownership or control over the performance rights themselves.

Intellectual Property

ACME-1 owns all intellectual property rights related to the play "Hamlet," including the script, characters, and any associated creative elements. Docupal Demo, LLC acknowledges ACME-1's ownership of these rights and agrees not to use them in any way that infringes upon ACME-1's intellectual property. Any modifications or adaptations to the play require prior written consent from ACME-1.



Usage Permissions

Docupal Demo, LLC is permitted to use the title "Hamlet" and associated promotional materials solely for the purpose of marketing and advertising the theatrical production under this Agreement. All usage of intellectual property must adhere to ACME-1's brand guidelines and be approved in advance. Upon termination of this Agreement, Docupal Demo, LLC must immediately cease all use of ACME-1's intellectual property. ACME-1 has right to audit Docupal Demo, LLC's usage of intellectual property to ensure compliance with this agreement.

Payment Terms and Compensation

ACME-1 will compensate DocuPal Demo, LLC for its services in producing "Hamlet." The total compensation will be a flat fee.

Flat Fee

ACME-1 will pay DocuPal Demo, LLC a flat fee of \$50,000 USD. This fee covers all services outlined in this Theater Production Agreement.

Payment Schedule

The payment of the flat fee will be made according to the following schedule:

Payment	Amount (USD)
Initial Payment	\$50,000

Production Schedule and Milestones

DocuPal Demo, LLC will manage the production schedule. ACME-1 will be kept informed of progress.

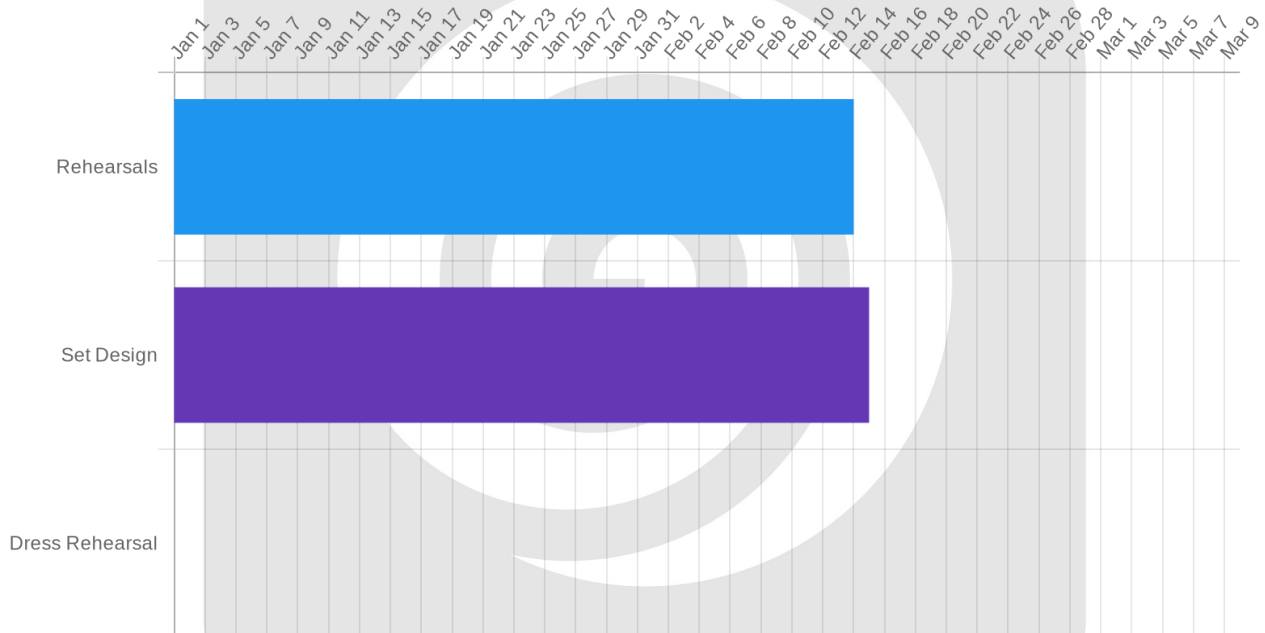
Key Dates

- **Rehearsals Commence:** 2024-01-01
- **Set Design Completion:** 2024-02-15
- **Dress Rehearsal:** 2024-03-10



Detailed Timeline

The production timeline involves several stages. Rehearsals begin on January 1, 2024. These will continue for several weeks. Set design must be completed by February 15, 2024. This allows time for construction. A full dress rehearsal is scheduled for March 10, 2024. This ensures all elements work together. Following the dress rehearsal, final adjustments will be made. Preview performances will then occur. This allows for audience feedback. Official performances will then begin. Specific dates for previews and performances will be communicated separately. Tech setup will occur the week before the dress rehearsal. This includes lighting and sound checks. Regular progress meetings will be held. These will include representatives from both DocuPal Demo, LLC and ACME-1. The goal is to keep the production on schedule. Any potential delays will be communicated promptly. The production schedule is subject to change with mutual agreement.



Technical and Safety Requirements

ACME-1 and Docupal Demo, LLC will ensure the production adheres to the following technical and safety standards.



Technical Requirements

Docupal Demo, LLC will provide all lighting and sound equipment as specified in the production rider. ACME-1 is responsible for ensuring the venue can accommodate the technical specifications outlined in the rider. This includes, but is not limited to, power supply, rigging points, and sound system compatibility. Any modifications or upgrades to the venue's existing infrastructure needed to meet the production's technical needs are the responsibility of ACME-1.

Safety Protocols

Both ACME-1 and Docupal Demo, LLC are committed to maintaining a safe environment for all personnel and audience members. Standard theater safety protocols will be observed at all times. This includes, but is not limited to, fire safety procedures, emergency evacuation plans, and the safe operation of all technical equipment. All personnel involved in the production must be adequately trained in relevant safety procedures. Docupal Demo, LLC will provide safety briefings to its staff, and ACME-1 will ensure that venue staff are also appropriately trained. Regular safety checks will be conducted to identify and mitigate potential hazards.

Termination and Cancellation

This agreement may be terminated under the following circumstances: a material breach of contract by either party, or failure by ACME-1 to secure the agreed-upon venue for the theater production.

Cancellation by ACME-1

ACME-1 may cancel this agreement, but must provide Docupal Demo, LLC with written notice at least 30 days prior to the scheduled production date. If ACME-1 cancels the agreement, ACME-1 will pay Docupal Demo, LLC a cancellation fee of \$10,000 USD. This fee is compensation for the work completed by Docupal Demo, LLC in preparation for the production.

Cancellation by Docupal Demo, LLC

Docupal Demo, LLC, should it elect to cancel this agreement, will return all payments received from ACME-1 within fourteen (14) calendar days of cancellation.



Dispute Resolution and Governing Law

Dispute Resolution

Docupal Demo, LLC and ACME-1 agree to resolve any disputes arising from this Theater Production Agreement through good faith negotiations. If negotiations fail, the parties will attempt to resolve the dispute through mediation. If mediation is unsuccessful, the dispute shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties.

Governing Law

This Theater Production Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Both Docupal Demo, LLC and ACME-1 consent to the jurisdiction of the state and federal courts located within the State of Delaware for any legal action or proceeding arising out of or relating to this agreement.

Confidentiality and Non-Disclosure

Both DocuPal Demo, LLC and ACME-1 agree to keep certain information confidential. This includes the financial terms of this Theater Production Agreement. It also covers all strategies related to the production of "Hamlet."

Scope of Confidential Information

Confidential information includes, but isn't limited to, financial data, marketing plans, and production techniques. Any information that gives a competitive advantage is confidential. This obligation remains in effect during and after the term of this agreement.

Non-Disclosure Obligations

Neither party will disclose confidential information to any third party. Exceptions exist for disclosures required by law. Prior written consent is needed before any disclosure.



Remedies for Breach

If either party breaches this confidentiality section, the breaching party will pay liquidated damages. These damages will not exceed \$20,000 USD. This reflects the potential harm from unauthorized disclosure.

Force Majeure

Definition

Force majeure events are defined as occurrences beyond either party's reasonable control. These events include, but are not limited to, natural disasters and acts of government.

Impact on Obligations

If a force majeure event occurs, the affected party's obligations under this Agreement will be suspended for the duration of the event. The party experiencing the force majeure will promptly notify the other party of the event's nature and expected duration. Both DocuPal Demo, LLC and ACME-1 agree to make commercially reasonable efforts to mitigate the effects of any force majeure event.

Amendments and Modifications

This Agreement may be amended or modified at any time during the Production Term.

Amendment Process

Any changes, modifications, or amendments to this Agreement must be made in writing. These changes are valid only when they are documented in a written amendment. This amendment must clearly state the specific changes being made to the original Agreement. To ensure the amendment is legally binding, it must be signed by authorized representatives from both DocuPal Demo, LLC and ACME-1. The authorized signatories confirm that both parties agree to the changes. Amendments become effective on the date they are signed by both parties, unless a different effective date is specified within the amendment itself.



Signatures and Execution

This Theater Production Agreement becomes effective upon the date of the last signature affixed below.

DocuPal Demo, LLC and Acme, Inc. indicate their agreement to all terms and conditions contained herein by their signatures below through their duly authorized representatives.

Signature

DocuPal Demo, LLC

By: _____

Name: John Smith

Title: [Title of Signatory]

Date: _____

Acme, Inc.

By: _____

Name: Jane Doe

Title: [Title of Signatory]

Date: _____

Execution Formalities

Each party agrees to execute this Theater Production Agreement with the intention of being legally bound. The parties acknowledge that their signatures represent their voluntary and informed consent to the terms outlined within this document. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this agreement by email or other means of electronic transmission shall be as effective as delivery of an original executed counterpart of this agreement.

