



REQUEST FOR PROPOSALS

PRODUCTION LABOR PROVIDER SERVICES FOR THE CHARLESTON COLISEUM & CONVENTION CENTER

Issued: September 22, 2026

**Benjamin Mishoe
City Manager**

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Purchasing Coordinator**

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SECTION 1: INTRODUCTION AND PURPOSE

The Charleston Coliseum & Convention Center / Municipal Auditorium Board (hereinafter referred to as the “Center” or “Operator”) is soliciting proposals from qualified Production Labor Providers (“PLP”) to supply stagehands, riggers, and live event production labor personnel on an as-needed basis for various events held at the Charleston Coliseum, Charleston Convention Center, and Charleston Theater (individually or collectively referred to as the “Facility”).

The selected PLP will enter into a Service Agreement with the Center covering the period annually from the February 1, 2027 through December 31, 2030, with labor rates effective February 1, 2027 through December 31, 2030 and may be adjusted at the beginning of each calendar year, as outlined on Exhibits A, B, and C.

1.1 Facility Overview

Charleston Coliseum. Flexible use and seating configurations accommodating trade shows, sporting events, and concerts for up to approximately 13,000 attendees with 23,000 square feet of open floor space. The Coliseum hosts 110 to 125 event days per year.

Charleston Convention Center. Host to trade shows, consumer shows, expos, banquets, meetings, and sporting events with 72,400 square feet of dividable single room space, 50,000 square feet of dividable exhibit space, a 25,000 square foot ballroom, an 8,000 square foot reception area overlooking the Elk River, and ample pre-function spaces. The Convention Center hosts 100 to 175 event days per year.

Charleston Theater. A 36-foot proscenium stage hosting music, comedy, dance, theater, lectures, audio-visual presentations, and company meetings with seating for up to 770 people.

1.2 Contract Term

The Service Agreement shall commence on the February 1, 2027 and continue through December 31, 2030. Either party may terminate the Agreement upon one hundred twenty (120) calendar days’ prior written notice.

SECTION 2: SCOPE OF SERVICES

The PLP must demonstrate extensive experience in supplying labor to perform technical production services, including but not limited to:

- Stagehands, ground and climbing riggers, and truck loaders;
- Forklift and boom lift operators;
- Follow spot operators, audio and lighting console operators, and camera operators;

- Carpet layers and set assembly and dismantle technicians;
- Loading and unloading of trucks, movement of freight, and uncrating and crating of client property;
- Curtain placement, construction, assembly, and flooring installation;
- Assisting with AV equipment delivery and setup; handling and installing suspended electric motors, truss, lights, and signage;
- Power supply and distribution including hookups and interconnections; lighting and data, network cabling, and dismantling of show production or theatrical related equipment within the Facility.

The PLP will provide technicians on a 24-7 basis as required. At times, upon request, the PLP shall operate Center equipment or rental equipment supplied by the Center. The PLP must demonstrate experience in rigging high steel and low steel grid structure systems similar to those within the Facility.

NOTE: This Agreement may not apply to certain functions and events as determined by the Operator, including educational or community events produced by local educational entities, the City of Charleston, or the Operator (e.g., Charleston Ballet, Charleston Light Opera Guild, Children’s Theater / Legacy groups), and events produced or sponsored by the Operator or the City of Charleston.

SECTION 3: INSTRUCTIONS TO PROPOSERS

3.1 General Instructions

All responses must contain sufficient information for evaluation. The quality and professionalism of both the PLP and the proposed technicians will be of high importance throughout the evaluation process. Proposals should be prepared clearly, concisely, and organized in the Tab order specified in Section 4.

3.2 Questions About the Solicitation

All questions must be submitted in writing to Mr. Rodney Burdette, Purchasing Coordinator, by emailing Rodney.Burdette@cityofcharleston.org, no later than October 16, 2026 at 1:00PM (EDT). Answers will be issued by addendum and posted to the City’s website.

Proposers are prohibited from communicating about this RFP with elected City officials or Center staff (excluding the Purchasing Coordinator or City Manager) from the time the solicitation is advertised until the Evaluation Committee makes its final selection.

3.3 Submission of Proposals

All proposals must be submitted in electronic PDF format, organized by Tab as specified in Section 4, and transmitted to Mr. Rodney Burdette, Purchasing Coordinator, by emailing Rodney.Burdette@cityofcharleston.org no later than October 29, 2026 at 1:00PM (EDT).

NOTE: Documents exceeding 15 MB in size should be sent via a secure, sharable link (e.g., SharePoint, OneDrive, or Dropbox).

3.4 Schedule of Events

Event	Date / Time
Release of RFP	September 22, 2026
Written Questions Deadline	October 16, 2026, 1:00PM (EDT)
Addendum Issued (if necessary)	October 21, 2026
Proposals Due	October 29, 2026, 1:00PM (EDT)
Service Agreement Effective Date	February 1, 2027

NOTE: The schedule is subject to change. Please visit <https://charlestonwv.gov/bids-purchasing/current-bids> for updates.

SECTION 4: REQUIRED PROPOSAL FORMAT AND CONTENT

Proposals must be organized and presented in the following Tab order. All Tabs must be included for a proposal to be considered responsive.

TAB 1 – BUSINESS ORGANIZATION AND CREDENTIALS

Provide comprehensive information regarding the business entity, including its ownership and organizational structure. Describe the experience, qualifications, and credentials of the PLP to perform the requested services. The PLP shall demonstrate experience having provided skilled production technician temporary labor staffing services for various event types. The Center is seeking companies whose personnel have significant, demonstrated experience providing such services to venues similar to the Charleston Coliseum, Charleston Convention Center, and Charleston Theater and similar to the Charleston Metropolitan Statistical Area (MSA).

Include:

- Legal name, address, and form of business entity;
- Ownership structure and years in operation;
- Demonstrated experience providing production labor staffing services to comparable arena, convention center, and performing arts venues;
- Statement regarding any debarment status (whether debarred by any federal, state, or municipal agency);
- Statement that the firm's Workers' Compensation and Unemployment Accounts are in good standing;

- Statement that the firm is in good standing with the City Collector's Office regarding its tax and fee obligations to the City of Charleston.

TAB 2 – KEY PERSONNEL

Provide a proposed organizational structure. The response shall detail the qualifications and experience of key personnel intended to work regularly at the Center, including proposed principal(s), supervisor(s), and department head(s).

Include:

- Identification of all proposed principals (owners and/or chief operators) and the number of years each has functioned in this role for your organization and other similar organizations;
- Proposed Supervisor(s), who must have a minimum of five (5) years of demonstrated experience in all aspects of arena production, of which three (3) years must be at the supervisor level;
- Proposed Assistant Supervisor(s) and department heads, with relevant qualifications and experience;
- Organizational chart illustrating the proposed management structure for the services to the Center.

TAB 3 – STAFFING

Provide evidence of professional-level staffing capacity, including the positions technicians are trained to perform and the average length of time the PLP has provided those positions in a similar facility.

Include:

- A description of the labor categories the PLP is able to staff, with confirmation of training and qualifications for each role;
- Demonstrated experience in rigging high steel and low steel grid structure systems similar to those in the Facility;
- Confirmation that all Assigned Employees performing rigging services hold required employer-verified rigging qualification training, and that the PLP maintains documentation of same;
- Confirmation that all Assigned Employees operating mobile equipment (forklifts, boom lifts, etc.) are trained and certified;
- Description of the PLP's ability to staff events on a 24-7 basis and to meet the Facility's event volume (Coliseum: 110-125 event days/year; Convention Center: 100-175 event days/year);
- Description of the PLP's drug and alcohol-free workplace policy and procedures applicable to Assigned Employees working at the Facility.

TAB 4 – REFERENCES

Provide at least three (3) customer references from clients in the public assembly management industry from venues similar to the Facility. References should be from venues for whom the PLP has provided comparable production labor staffing services within the last three (3) years.

For each reference, provide:

- Company/venue name;
- Representative name, title, address, and telephone number;
- Description of services provided and approximate duration of the relationship.

TAB 5 – OVERVIEW

Provide an overview of how your organization will meet the needs set forth in this RFP, with specific reference to:

- Communication structure between the PLP and the Center, including primary points of contact for Work Orders, event coordination, invoicing, and dispute resolution;
- The PLP's approach to ensuring consistent quality, professionalism, and customer service from all Assigned Employees;
- The PLP's approach to safety compliance, including OSHA standards, PPE requirements, and site-specific safety protocols;
- The PLP's process for managing Work Calls, including call confirmations, roster verification, and timekeeping.

TAB 6 – EXPERIENCE

Provide a complete list of clients served within the last three (3) years, including point of contact information for each.

Additionally, provide:

- A list of any clients that have terminated a service agreement with your organization within the last five (5) years, and the reasons for the termination;
- A description of any litigation, arbitration, or regulatory actions involving the PLP or its principals within the last five (5) years.

TAB 7 – RATES – EXHIBIT A, EXHIBIT B, EXHIBIT C

Provide proposed labor rates for each defined labor role for each Facility, as set forth in Exhibits A, B, and C below. Rates must be submitted for all four contract years (2027–2030). Hourly rates must be stated to the nearest \$0.25 (i.e., \$.00, \$.25, \$.50, or \$.75).

Also provide the proposed Administrative Fee percentage for each contract year, as defined in the Service Agreement.

NOTE: The following rate tables constitute Exhibits A, B, and C of the Service Agreement and will be incorporated into the executed contract. Proposers must complete all tables in full.

Exhibit A – Charleston Coliseum Rate Card

Administrative Fee: 2027: ____% | 2028: ____% | 2029: ____% | 2030: ____%

Position / Role	2027 Rate (\$/hr)	2028 Rate (\$/hr)	2029 Rate (\$/hr)	2030 Rate (\$/hr)
Supervisor (Above the Call)	\$_____	\$_____	\$_____	\$_____
Assistant Supervisor	\$_____	\$_____	\$_____	\$_____
Technical Head	\$_____	\$_____	\$_____	\$_____
Stagehand / Hand	\$_____	\$_____	\$_____	\$_____
Truck Loader	\$_____	\$_____	\$_____	\$_____
Forklift / Boom Lift Operator	\$_____	\$_____	\$_____	\$_____
Climbing Rigger	\$_____	\$_____	\$_____	\$_____
Ground Rigger	\$_____	\$_____	\$_____	\$_____
Follow Spot Operator	\$_____	\$_____	\$_____	\$_____
Audio Console Operator	\$_____	\$_____	\$_____	\$_____
Lighting Console Operator	\$_____	\$_____	\$_____	\$_____
Camera Operator	\$_____	\$_____	\$_____	\$_____
Carpet Layer / Set Assembly	\$_____	\$_____	\$_____	\$_____
<i>Note: Hourly rates must be stated to \$.00, \$.25, \$.50, or \$.75. Overtime rate (12:00 AM – 6:59 AM) = 1.5x base rate. Holiday rate = 1.5x base rate. Commercial Rate = applicable role rate + \$5.00/hr.</i>				

Exhibit B – Charleston Convention Center Rate Card

Administrative Fee: 2027: ____% | 2028: ____% | 2029: ____% | 2030: ____%

Position / Role	2027 Rate (\$/hr)	2028 Rate (\$/hr)	2029 Rate (\$/hr)	2030 Rate (\$/hr)
Supervisor (Above the Call)	\$_____	\$_____	\$_____	\$_____
Assistant Supervisor	\$_____	\$_____	\$_____	\$_____
Technical Head	\$_____	\$_____	\$_____	\$_____
Stagehand / Hand	\$_____	\$_____	\$_____	\$_____
Truck Loader	\$_____	\$_____	\$_____	\$_____
Forklift / Boom Lift Operator	\$_____	\$_____	\$_____	\$_____
Climbing Rigger	\$_____	\$_____	\$_____	\$_____
Ground Rigger	\$_____	\$_____	\$_____	\$_____
Follow Spot Operator	\$_____	\$_____	\$_____	\$_____
Audio Console Operator	\$_____	\$_____	\$_____	\$_____
Lighting Console Operator	\$_____	\$_____	\$_____	\$_____
Camera Operator	\$_____	\$_____	\$_____	\$_____
Carpet Layer / Set Assembly	\$_____	\$_____	\$_____	\$_____
<i>Note: Hourly rates must be stated to \$.00, \$.25, \$.50, or \$.75. Overtime rate (12:00 AM – 6:59 AM) = 1.5x base rate. Holiday rate = 1.5x base rate. Commercial Rate = applicable role rate + \$5.00/hr.</i>				

Exhibit C – Charleston Theater Rate Card

Administrative Fee: 2027: ____% | 2028: ____% | 2029: ____% | 2030: ____%

Position / Role	2027 Rate (\$/hr)	2028 Rate (\$/hr)	2029 Rate (\$/hr)	2030 Rate (\$/hr)
Supervisor (Above the Call)	\$_____	\$_____	\$_____	\$_____
Assistant Supervisor	\$_____	\$_____	\$_____	\$_____
Technical Head	\$_____	\$_____	\$_____	\$_____
Stagehand / Hand	\$_____	\$_____	\$_____	\$_____
Truck Loader	\$_____	\$_____	\$_____	\$_____
Forklift / Boom Lift Operator	\$_____	\$_____	\$_____	\$_____
Climbing Rigger	\$_____	\$_____	\$_____	\$_____
Ground Rigger	\$_____	\$_____	\$_____	\$_____
Follow Spot Operator	\$_____	\$_____	\$_____	\$_____
Audio Console Operator	\$_____	\$_____	\$_____	\$_____
Lighting Console Operator	\$_____	\$_____	\$_____	\$_____
Camera Operator	\$_____	\$_____	\$_____	\$_____
Carpet Layer / Set Assembly	\$_____	\$_____	\$_____	\$_____
<i>Note: Hourly rates must be stated to \$.00, \$.25, \$.50, or \$.75. Overtime rate (12:00 AM – 6:59 AM) = 1.5x base rate. Holiday rate = 1.5x base rate. Commercial Rate = applicable role rate + \$5.00/hr.</i>				

TAB 8 – MISCELLANEOUS

Provide any additional information about your organization’s services, capabilities, or approach that you believe will enhance the Center’s ability to produce quality events. This may include, but is not limited to:

- Technology or administrative systems used for scheduling, timekeeping, or invoicing;
- Training programs or professional development offerings for Assigned Employees;
- Any value-added services or capabilities not otherwise addressed in this RFP;
- Any other information the PLP believes is relevant to the Center’s evaluation of its proposal.

SECTION 5: PROPOSAL EVALUATION

5.1 Evaluation Committee

All proposals will be reviewed by an Evaluation Committee established by the Center. The Evaluation Committee will evaluate proposals based on the criteria below and may invite shortlisted firms to participate in interviews or presentations. If interviews are necessary, they may be held in or around November 5th or 6th, either in person or via Microsoft Teams.

5.2 Evaluation Criteria

Criterion	Points
Business Organization, Credentials & Experience (Tabs 1 & 6)	25
Organizational structure, ownership, and years in operation	5
Demonstrated experience with comparable venues and event types	10
Client history and references	10
Key Personnel & Staffing (Tabs 2 & 3)	25
Qualifications and experience of proposed principals and supervisors	15
Staffing capacity, rigging qualifications, and 24-7 availability	10
References (Tab 4)	15
Quality and relevance of provided references	15
Proposed Approach & Communication (Tabs 5 & 8)	10
Communication structure and responsiveness	10
Proposed Rates (Tab 7)	25
Competitiveness and reasonableness of proposed labor rates	20
Clarity and completeness of rate schedule submission	5

SECTION 6: GENERAL TERMS AND CONDITIONS

6.1 Service Agreement

The selected PLP will be required to execute the Service Agreement for Production Labor Services, a copy of which is attached hereto as Attachment A. By submitting a proposal, the PLP acknowledges that it has reviewed the Service Agreement and agrees to execute it substantially in the form provided, subject to negotiation of final terms.

6.2 Insurance Requirements

The selected PLP shall provide evidence of the following insurance coverage:

- Workers' Compensation insurance as required by West Virginia law;
- General Liability insurance, with the Operator, City of Charleston, and any sub-contracted management service provider named as additional insureds;
- Such other insurance as required by the Service Agreement.

Evidence of coverage must be provided on an annual basis for each year of the Agreement term.

6.3 Wage Requirements

The PLP shall adhere to all applicable requirements of the West Virginia Division of Labor Code and any applicable wage requirements under the Code of the City of Charleston, WV.

6.4 Equal Opportunity

The PLP is required to be an equal opportunity employer and agrees to hire and assign employees to the Center regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status, veteran status, or any other protected class status pursuant to applicable law.

6.5 Prohibition of Strikes and Lockouts

During the life of this Agreement, the PLP, its officers, representatives, agents, and members shall not encourage, cause, or authorize any strike, sympathy strike, general strike, work slowdown, sit-in, picketing, boycott, or other interference with the operations of the Facility.

6.6 West Virginia Freedom of Information Act

The PLP acknowledges that the Operator is a governmental body subject to the requirements of the West Virginia Freedom of Information Act, W. Va. Code § 29B-1-1, et seq. Documents received by the Operator that relate to the conduct of the public's business are public records and will be disclosed pursuant to a valid request unless exempt from disclosure under W. Va. Code § 29B-1-4.

6.7 Reservation of Rights

The Center reserves the right to reject any and all proposals, to waive informalities, to re-advertise, or to accept the proposal deemed most advantageous to the Center. The Center is not responsible for costs incurred by any proposer in the preparation of a response to this RFP.

ATTACHMENT A – SERVICE AGREEMENT FOR PRODUCTION LABOR SERVICES

The Service Agreement for Production Labor Services is attached and incorporated herein by reference. The selected PLP will be required to execute this Agreement substantially in the form provided, subject to negotiation of final terms, with completed Exhibits A, B, and C (Rate Cards) as submitted in Tab 7 of the proposal.

ATTACHMENT A

**SERVICE AGREEMENT FOR PRODUCTION
LABOR SERVICES**

SERVICE AGREEMENT

THIS AGREEMENT FOR PRODUCTIFON LABOR SERVICES (hereinafter referred to as the “Agreement”) is made effective as of _____.

BY AND BETWEEN: Charleston Coliseum & Convention Center / Municipal Auditorium Board of Charleston (hereinafter referred to as “**Operator**”)
AND: _____ (hereinafter referred to as “**PLP**”)
(Operator and PLP are hereinafter sometimes referred to as “Party or “Parties”)

BACKGROUND

The Charleston Coliseum & Convention Center / Municipal Auditorium Board of the Charleston Coliseum, Charleston Convention Center, and Charleston Theater it’s sub-contracted management and its affiliates (herein referred to as “**Operator**”) manage and operate the Charleston Coliseum (herein referred to as the “**Coliseum**”), the Charleston Convention Center (herein referred to as the “**Center**”), and the Charleston Theater (herein referred to as the “**Theater**”), to lease, present, or promote various live show productions, various conferences, trade and consumer shows, banquet performance productions and events (each “**Event**” and collectively the Events”) and the Coliseum and Center herein referred to individually or collectively as the “**Facility**”.

The Charleston Coliseum has flexible use and seating configurations that will accommodate a variety of set up configurations for trade shows, sporting events and concerts for up to an approximate maximum of 13,000 attendees and an open-floor space of 23,000 square feet. The Coliseum hosts 110 to 125 event days per year.

The Convention Center is host to trade shows, consumer shows, expos, banquets, meetings, sporting events and with flexible use configurations that will accommodate a variety of set up configurations with a 72,400 square feet dividable single room space, dividable 50,000 square feet exhibit space, dividable 25,000 square foot ballroom, 8,000 square foot reception area overlooking the Elk River and ample pre-function spaces. Meeting room spaces within the Center are considered in the scope of this Agreement as determined by Operator. The Convention Center hosts 100 to 175 event-days per year.

The Charleston Theater features a 36-foot proscenium stage and hosts a variety of events, including music, comedy, dance, theater, lectures, audio-visual presentations, and company meetings, with seating for up to 770 people. The Theater hosts 20 to 35 per year.

PLP provides temporary staffing services supplying labor on a 24-7 basis as required to perform technical production labor including stagehands, ground and climbing riggers, truck loaders, material handling, set and booth assembly and dismantle, forklift and boom lift operators and follow spot operators, audio and lighting console operators and camera operators as typical for live event production (hereinafter collectively referred to as “**technicians**”), to perform quality production services for arena-type events and convention and exhibition center type events.

Operator desires for PLP to provide skilled production technician labor services in connection with mutually agreed upon Events at the Facility in Charleston, WV, and PLP desires to provide such staffing services, on the terms and conditions set forth in this Agreement.

THE AGREEMENT

In consideration of the mutual covenants that are contained in this Agreement, the parties hereto hereby agree as follows:

Scope of Services & Service Relationship

1. **SCOPE.** The services requested contemplates Operator and PLP entering into one or more mutually agreeable, written purchase orders, emails, phone calls, labor requests, or bill rate confirmations for services in the Facility, signed by both Parties either in hard copy, digital document or email communication (herein referred to collectively as a “**Work Order**”) for one or more Events, wherein PLP provides and assigns one or more of its skilled labor employees (“**Assigned Employees**”) to provide skilled production labor services, on an as-requested basis to Operator. The terms of this Agreement shall be incorporated into each Work Order.

Each Work Order is only for the purpose of confirming the Facility work site, applicable billing rates, the period over which services will be provided and any pre-screening criteria for Assigned Employees, and any other terms referenced in or attached to any Work Order shall be disregarded unless expressly agreed to by

Operator and PLP in the Work Order and specifically noted as being applicable notwithstanding the terms of this Agreement.

Operator agrees that the Assigned Employees are being assigned to Facility to provide skilled production labor services as Operator may determine under a Work Order.

PLP shall provide, as defined in section 6.a., Assigned Employees (the “**Services**”) for Events in the Facility for rates PLP shall list in Exhibit A, Exhibit B and Exhibit C, Facility’s Rates Card.

2. **SERVICES.** The Operator will submit Work Orders to PLP for the following services to the Operator for Operator’s and/or Operator’s Client’s Events in the Facility:
 - a. Event related skilled labor required by the Operator or Operator’s Client, as requested from time-to-time, including, but not limited to, rigging, loading and unloading of trucks, movement of freight, uncrate and crate Client’s property, curtain placement, construction, assembly, carpet placement and flooring, assisting with AV equipment delivery and set up, and/or set up of props and scenery and work relating to event electrical systems; handling and installing suspended electric motors, truss, lights, and signage; power supply and distribution, including hookups and interconnections; lighting and data, handling and installing network cabling operation, dismantling of show production or theatrical related equipment within the Facility.
 - b. The work covered by and within this Agreement shall be performed by PLP Assigned Employees and PLP’s services shall not be provided by or assigned to any other person or employer, whether through a temporary agency, subcontract, lease, or other transfer of space.
 - c. Assigned Employees to a Work Order will remain under an active Work Call until dismissed by the Operator or Operator’s Client of some or all Assigned Employees; all billing terms of a Work Call still apply. Requested Assigned Employees for load-ins, loadouts or any other type of requested Work Call, within the scope of services contemplated within the services of an agreement, will not necessarily be on the clock for the run of the Event. Technical Heads (“Tech” / “Heads”) are the first and second Assigned Employees to a Work Call and shall be billed at the defined “Tech” or “Head” rate as stated in Exhibit A, Exhibit B and Exhibit C. Technical Heads will remain on the Work Call until all Assigned Employees are dismissed from the same day’s Work Call.
 - d. The Parties understand and agree that this Agreement may not apply to certain functions and events, as determined by Operator. The Operator may determine that this Agreement and the use of PLP to service certain events or functions, including, but not limited to:
 - i. Educational or other events produced by local educational entities, the City of Charleston or Operator, including but not limited to primary or secondary schools, colleges and universities, as well as other educational and community events; as determined by Operator. Including clients such as Charleston Ballet, Charleston Light Opera Guild, Children’s Theater (“Legacy”) groups that are provided the use of the Center by the Operator.
 - ii. Events/functions produced or sponsored by the Operator or the City of Charleston.

3. **CONTRACT DEFINITIONS**

- a. **ASSIGNED EMPLOYEE.** Production Labor Provider (PLP) members or persons, (referred to as “Assigned Employee or Assigned Employees”) providing stagecraft production and other scope of labor service as mutually agreed to by PLP and Operator to service events including live concert, sporting events, trade shows with labor technicians defined as or within the technical / theatrical skillsets for Electrician, Lighting, Audio, Wardrobe, Overhead Steel Grid and Ground Rigging, Special Effects, Loading, and Set Erecting and placement of show production and barricade for Events. Assigned Employees, provided by the PLP, may cable page or operate audio and lighting consoles, commercial video non-fixed cameras during a performance or rehearsal in addition to (above) the Tech Heads as defined in Section 2.c. It is specifically understood that the general breakdown of work as outlined herein this agreement, in various departments and job titles, may NOT apply to all events and is on an ‘as-needed’ basis.

The PLP’s purpose of work is to provide first-class professional technicians to meet the needs of a demanding and diversified clientele on an as needed basis. These technicians will represent not only the PLP but also

the Operator. In this role, the technicians and the PLP will be interacting with both the public and Operator's clients. It will be incumbent on every technician to possess and display behavior and actions that reflect strong customer service training and skills. It is imperative that the PLP is to treat all clients, artists, staff, guests and fellow co-workers with respect and civility. At the same time, these services must be provided in the most cost-effective manner possible to enable the Operator to be successful in a highly competitive marketplace.

- b. **WORK CALL.** A four (4) hour minimum Work Order for an Assigned Employee to service an Event regardless of the time it takes to bring in, assemble or set up anything related to the Event unless otherwise agreed upon between the Operator and PLP. A Work Call may also be defined as a Load-in call, Show call, or a Load-Out call. It is a period of time, not to exceed 24 hours, required for a certain amount of work conducted by technicians on any given event or function and shall be established on a day-to-day basis and not based on the duration of an Event. The duration of all shifts will be determined by the Operator's Production Manager or Event Manager who are the primary point of liaison with the Operator's clients.

Additional hours of work beyond the Work Call will be billed in half hours until the Assigned Employee is dismissed / released from service. **EXAMPLE:** A Work Call started at 6:00PM and has met the four (4) hour minimum at 10:00PM, but the completion of work is determined to have ended at 10:11PM, extending eleven (11) minutes into the next hour. The time from 10:00PM to 10:11PM will be billed for a thirty (30) minute period (10:00PM – 10:30PM) at the prevailing rate.

The hours from 12:00AM to 6:59AM are subject to an "overtime rate" when working in the Facility and will be billed at one and one-half (1 ½) the base rate or as defined within the Work Call. **EXAMPLE:** A Work Order for an Out Call of Assigned Employees is ordered for a start time of 10:00PM and work in the Facility, regardless of what time actual work activity began, is completed at or before 12:00AM; all Assigned Employees signed in for work at 10:00PM are paid for the two hours thru 11:59PM at regular time, the hours from 12:00AM thru 1:59AM is paid at one and one-half (1 ½) the regular rate. Any additional hours after 2:00AM is paid at one and one-half (1 ½) the regular rate in half hours with a seven (7) minute grace period added to the final hour worked before the Assigned Employee is cut from the Work Order. Hours worked by an Assigned Employee who is specifically requested by the Operator to fill a specific job role for the length of an Event that exceeds 40 hours per event in a 7-day continuous work week is subject to an "overtime rate" as defined within for the hours over 40 until Assigned Employee is released from the service of the Work Order. An Assigned Employee cannot be replaced on a Work Order to avoid overtime hours of pay in a single day.

- i. **Work Call Notification.** If for any reason, other than a total cancellation of an Event due to an Act of God, fire, national or local governmental restriction, epidemic, storm, inclement weather or Force Majeure Event, the number of Assigned Employees requested in a Work Order is reduced or canceled an Assigned Employee(s) within twenty-four (24) hours by the Operator or Operator's Client from the Work Call, each Assigned Employee cut from the Work Call within the Work Order with less than twenty-four (24) hours shall be billed for four (4) hours for each at the applicable rate of the job role of the Assigned Employee in the Work Order. The total of the cut Assigned Employee billing shall not include any type of administrative fee or other charges. Changes to timing that does not include a reduction in Assigned employees shall not incur penalty fees but will only be fulfilled as able and without full commitment by PLP.
 - ii. **Theater Work Calls.** A four (4) hour minimum Work Order for an Assigned Employee to service an Event regardless of the time it takes to bring in, assemble or set up anything related to the Event unless otherwise agreed upon between the Operator and PLP. Operator may combine Load-in, Show Call and Load-out into a six (6) hour minimum Work Call. All breaks and minimums are to be followed as defined by Section 6.c.i.
- c. **SHOW CALL.** A "Show Call," Work Order for an Assigned Employee to service an Event, the start time begins a minimum one-half (1/2) hour before Event start time and is a four (4) hour minimum call regardless of the time length of the show, except where Operator may combine shifts as noted in 3.b.ii
- d. **OUT CALL.** An "Out Call" Work Order for an Assigned Employee required to remove and load out all equipment used for the Event and restore the production equipment to the pre-existing Event condition

will be billed in half (1/2) hours after the four (4) hour minimum Work Call. Assigned Employee(s) continuation from a Show Call may receive a minimum of two (2) hours for the Out Call. All other Out Call Assigned Employees start time will be defined in the Work Order. No technicians shall be paid twice or more for the same time under any circumstances. Thus, for example, the start time for Out Calls will be the same quarter (1/4) hour at which the performance work is concluded, or the end of the Show Call minimum has been reached.

- e. **TRUCK LOADER.** A “Truck Loader” Work Order for an Assigned Employee is to be scheduled in teams of four (4) (“Four Person Loader Team”) and will be assigned to unload and load standard dry van trailer and flatbed trailers ranging in length of 48ft to 53ft, commonly referred to as “semi-trailers”. Assigned Employees designated as Truck Loaders will not push gear or related equipment to and from the dock while the Operator truck(s) or the Operator’s Client’s truck(s) is actively being unloaded or loaded. Assigned Employee(s) in the Work Order, not assigned as Truck Loaders will be used to push gear to and from the truck or trailers when a Truck Loader Work Order is requested. If no semi-trailers are present and for a maximum of three (3) 28’ or smaller box trucks or a maximum of three (3) bus-hitched trailers, or a combination of three (3) such vehicles, not stated to unload, a “Truck Loader” Work Order for an Assigned Employee shall be scheduled in teams of two (2) (“Two Person Loader Team”) and will be assigned to unload and load vehicles. If one 22’ to 30’ box truck is stacked, a “Truck Loader” Work Order for an Assigned Employee are scheduled in teams of two (2) (“Two Person Loader Team”) and will be assigned to unload and load box truck and bus-hitched trailers. Client or Operator may choose to unload any vehicle themselves and without any Truck Loader Assigned Employees.
- f. **SUPERVISOR.** The Supervisor is the PLP’s on-site representative and the primary point of contact at any event as required by the Operator. The Supervisor must have a minimum of five (5) years of demonstrated experience in all aspects of arena production, of which three (3) years must be at the supervisor level. The Supervisor shall be considered a working employee within the Work Call and the crew chief of the Assigned Employees, may also be a Technical Head, and is the primary representative of the PLP and is the direct contact person of an Event for the PLP. The Supervisor shall be considered non-working within the Work Call (“Above the Call”), as defined within when the number of Assigned Workers to a Work Call in the Coliseum or Convention Center exceeds twelve (12) and is then the crew chief of the Assigned Employees and provides the primary responsibility to ensure Work Order staffing requirements are met, the work location is safe and with all safety precautions taken, labor tracking and assignment of all Assigned Employee, liaising with the Operator’s designated representative and or Operator’s Client representative and managing the Work Call shifts and preparing invoice estimates. The Supervisor shall only remain a non-working Above the Call supervisor for the duration of the Work Call when defined as non-working and non-working status is on a day-to-day basis and not based on the duration of the Event.
- g. **ASSISTANT SUPERVISOR.** An Assistant Supervisor shall be permitted when the Work Order for a Work Call in the Coliseum or Convention Center exceeds thirty-two (32) working Assigned Employees and is considered a working employee to support the Supervisor to ensure the Work Order staffing requirements are met, the work location is safe and with all safety precautions taken, labor tracking and assignment of all Assigned Employee, liaising with the Operator’s designated representative and or Client representative and managing the Work Call shifts and preparing invoice estimates.
- h. **ADDITIONAL ASSISTANT SUPERVISOR / CREW CHIEF.** A second (2nd) Assistant Supervisor, subject to prior approval by the Operator, shall be permitted when the Work Order exceeds ninety (90) working Assigned Employees and is to be a working supervisor / crew chief, not above the requested number of working Assigned Employees of a Work Order to assist the Assistant Supervisor and Supervisor to ensure the work location is safe and with all safety precautions taken, labor tracking and assignment of all Assigned Employees. The 2nd Assistant Supervisor shall be billed at the rate of an Assistant Supervisor during the working hours when the Work Order exceeds ninety (90) working Assigned Employees and adjust to the work role and applicable billable rate for the work role assumed before or after the application of the 2nd Assistant Supervisor role as defined herein.
- i. **RIGGING.** Rigging equipment to secure theatrical / production equipment above the ground shall be performed by qualified employer trained Assigned Employee. PLP shall maintain and provide verification

to Operator management of rigging qualification training of all Assigned Employees that perform rigging service to a Work Order.

a. **Coliseum Rigging:**

- i. Rigging teams will be scheduled in a ratio of 2 climbing over 1 ground.
- ii. Work Orders for Work Calls requesting Assigned Employees for rigging labor for an event that only request rigging services for the Load-In (“In Call”) are permitted to be billed at a 5-hour Work Call. Work Orders for Work Calls requesting Assigned Employees for rigging labor for an event in the Facility that only request rigging services for an Out Call are permitted to be billed at a 5-hour Work Call.

b. **Center Rigging:** The number of Riggers scheduled in a Work Order shall be based on the volume of rigging points and the time allotted to complete the services defined in the Work Order and mutually agreed upon between PLP and Operator. When it is necessary for a man-lift rigger to climb out of a man-lift to perform the necessary services of the Work Order, the Rigger shall be compensated as a climbing rigger for the period of the Work Order.

- i. **Climbing riggers above the ceiling tile grid** may be scheduled to work in a ratio of 1 ground rigger per 1 climbing rigger and shall not exceed a ratio of 2 over 1 unless mutually agreed upon between PLP and Operator.
- ii. **Lift Supported Rigging** by qualified rigging technician shall be scheduled to a Work Order as a ground rigger when performing man-lift supported rigging services.

c. **Theater Rigging:**

- i. Rigging teams will be scheduled in a ratio of 1 climbing over 1 ground. Riggers may also be scheduled to work in a ratio of 1 ground rigger per 2 climbing riggers and shall not exceed a ratio of 2 over 1 unless mutually agreed upon between PLP and Operator.
- ii. Work Orders for Work Calls requesting Assigned Employees for rigging labor for an event that only request rigging services for the Load-In (“In Call”) are permitted to be billed at a 5-hour Work Call. Work Orders for Work Calls requesting Assigned Employees for rigging labor for an event in the Theater that only request rigging services for an Out Call are permitted to be billed at a 5-hour Work Call.

j. **BREAKS / MEAL BREAKS:** A one (1) hour “walk away” unpaid meal period shall be provided for Assigned Employees working events or shows after five (5) hours of continuous working hours. If no meal period is provided, a meal penalty shall be assessed at one (1) hour of base rate pay for each Assigned Employees who are not provided with a lunch period in accordance with this Section. This can be substituted with a provided meal included within a paid 30-minute break. Assigned Employees that return to the Work Call after a one (1) hour walk away break shall be paid for a minimum of two (2) hours. Fifteen-minute (15) paid breaks are required for up to a 2 ½ hour continuous work shift.

k. **MULTIPLE PERFORMANCES:** There will be no minimum call time applied for multiple performances worked on the same day for the same production. For example, if a technician works the Circus performances at 11AM, 3PM and 8PM on one day, the time worked is cumulative and NOT subject to new minimum calls for each performance. Facility will notify PLP in advance if time is to be billed continuously. All breaks and minimums are to be followed as defined by Section 6.c.i.

l. **NO PYRAMIDING:** Compensation shall not be paid more than once for the same hours under any provision of this agreement.

m. **PLP OFFICE.** The Operator shall provide and ensure, at minimum or no charge, one on-site administrative office in the Facility for the regular and exclusive use of the PLP. The office shall be secure and lockable with keys provided for the entire Term of this Agreement. Operator shall have the right to enter the PLP Office seven days a week during the hours of 7AM to 10PM unless otherwise approved in advance or in continuation of servicing an Event. PLP shall not store any combustible or flammable item or material. No cooking, heating, or warming by use of an open flame or radiant heating source shall be

permitted. PLP shall provide at no additional cost to Operator any administrative/office equipment including, but not limited to telephone, cell phones, office supplies, laptop or desk top computers, storage containers, locks, copiers and similar type business equipment and supplies.

- n. **PLP EQUIPMENT**. Equipment, PPE, tools, personal belongings, and other possessions or items brought into the Facility for use in the Facility by PLP are to be stored in the PLP Office.
 - o. **BUSINESS MANAGER / CONTRACT MANAGER**. The representative of the PLP represents the PLP in various relations with the Operator.
 - p. **CLIENT**. Shall refer to the Operator, promoters, tenants, licensees, performers, customers, and other users of the Facility.
 - q. **HOURS WORKED**. Defined as performance of duties while in the Facility.
 - r. **COMMERCIAL RATE**. When the Operator approves requests for televising, live streaming, taping, filming, and sound recording for direct commercial broadcast by privately owned corporate media, presenters or promoters without legal non-profit status ("Commercial Broadcast"), all Assigned Employees on the performance Show Call are permitted to be billed at the applicable performing role rate plus \$5.00 per hour over the performing hourly rate as defined in Exhibit A, Exhibit B and Exhibit C ("Commercial Rate"). There will be no additional Commercial Rate for Events hosted, co-presented, co-promoted by State Owned Media, Operator, any presenters or promoters who maintain listing as a non-profit organization with the Internal Revenue Service (IRS) as determined by Operator, all non-professional sporting events, including, but not limited to school basketball games and NCAA sanctioned college or university events. Commercial Rate hours shall follow meal breaks and rules as defined in Section 6.c.i.
 - s. **ADMINISTRATIVE FEE**. PLP shall be entitled to include an administrative fee equal to a percentage of the gross billing of labor as defined in Exhibit A, Exhibit B and Exhibit C, except for billing of Assigned Employees as defined in 3. b. i.
 - t. **HOLIDAYS**. The following Holidays will be paid at one and one half (1 1/2) the applicable hourly base rate stated herein: New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
 - u. **FACILITY**. Charleston Convention Center, Charleston Coliseum and Charleston Theater are located at 200 Civic Center Drive, Charleston, WV, 25301.
4. **RELATIONSHIP OF THE PARTIES**. The Parties expressly intend and agree that in connection with PLP assigning Assigned Employees under a Work Order, (i) PLP is an independent contractor and not an agent of Operator, and (ii) except as expressly provided in this Agreement, (A) at no time shall PLP and Operator be construed to be a co-employer or joint employer and (B) all Assigned Employees shall at all times be considered to be solely employees of PLP and not employees or agents of Operator.
5. **TERM**. This Agreement shall commence on the Effective Date and continue to the stated end date in Section 31 or until either party provides the other a written notice to terminate this Agreement. Notwithstanding any contrary provision in this Agreement, Operator and/or PLP may, with or without cause, suspend or terminate this Agreement upon on hundred twenty (120) calendar days prior written notice to the other Party. In the event of termination, Operator shall pay PLP any portion of the Fee earned by PLP for services performed through the date of termination, plus any approved reimbursable expenses incurred that cannot be refunded. PLP may terminate this Agreement, without notice of default, demand, nor opportunity for cure required, if Operator fails, refuses or neglects to pay PLP within forty-five (45) calendar days after receipt by Operator of PLP's Invoice. Exercise of this provision shall not waive or preclude the enforcement of any other legal or equitable rights of either Party. Operator may immediately terminate this Agreement upon notice to PLP if PLP fails, refuses or neglects to properly perform the Services. Operator must give written notice to PLP with the opportunity to cure within ten (10) calendar days of such notice. Exercise of this provision shall not waive or preclude the enforcement of any other legal or equitable rights of either Party. Upon termination of this Agreement or the applicable Work Order, the Parties shall have no further obligation under this Agreement or the Work Order, except such termination shall not terminate, affect, or impair any rights, obligations, or

liabilities of either party that may accrue prior to such termination (including fees and indemnification) or which under the terms of this Agreement survive termination.

6. **ASSIGNED EMPLOYEES.**

- a. **PLP Responsibilities.** PLP is solely responsible for (i) recruiting, screening, hiring, assigning, promoting, disciplining, discharging, and when mutually agreed upon by PLP and Operator, replacing Assigned Employees, (ii) paying wages, social security taxes and unemployment insurance, and withholding federal and state income taxes, (iii) providing employee benefits to Assigned Employees as required by State or Federal laws, and (iv) handling any applicable workers' compensation claims, unemployment compensation claims, and FMLA leave requests of the Assigned Employees. PLP shall make all reasonable attempts to support the security and control of backstage and work areas during events and ensure all PLP Assigned Employees are verified against the Assigned Employee roster upon entry to the Facility and as directed by Operator or Operator's Client, ensure proper credential and Assigned Employee has been verified by a PLP representative. With mutual agreement between the Parties, a supervisor or assistant shall be permitted to start a Work Call one half-hour prior to the Work Call start time, to screen and confirm all arriving PLP employees before they are allowed in Event controlled areas of the Facility.
- b. **Tools; PLP PPE.** PLP will instruct its Assigned Employees to wear safety footwear, hard hats, high visibility vests and safety glasses ("PLP PPE") when appropriate to safety conditions, and to carry basic hand tools of the trade at the work site, while Operator will supply all other non-basic hand tools of the particular trade, materials and equipment to Assigned Employees, at Operator's cost. Assigned Employees should dress appropriately for the work being performed. "Show Blacks" (Show Blacks consist of long sleeve shirt, black pants, black socks and shoes) are standard for an Assigned Employees working a performance of an Event.
- c. **Operator Responsibilities.** Operator shall (i) provide a point of contact to the PLP who shall be able to advise and provide the necessary direction on behalf of the Operator or Operator's Client to assist the PLP and the Assigned Employees for their work while assigned with Operator, including the desired outcome of the work to be performed, (ii) be able to reasonably request, but with PLP's prior approval, change an Assigned Employee's job duties under a Work Order, (iii) supervise, control, and safeguard the Operator's premises, job sites and projects, processes, and systems, (iv) in addition to PLP's supervisor, not permit any Assigned Employee to operate any mobile equipment off a job site without the prior written consent of PLP or within the job classification for such Assigned Employee in the applicable Work Order, and (v) in addition to PLP's supervisor, ensure that the Assigned Employees are provided any meal and rest breaks required by applicable law.
- d. **Vehicles or Mobile Equipment.** PLP shall only require, direct, authorize, or permit trained and certified Assigned Employee's to operate mobile equipment of any kind on the Facility property for the purpose of fulfilling PLP's obligation to Operator.
- e. **Designation.** Operator and PLP shall have a mutual understanding to establish the minimum qualifications necessary for the performance of any service to be rendered pursuant to a Work Order. However, no authority has been conferred upon PLP by the Operator to hire any person or persons on behalf of Operator. PLP shall have the sole discretion to determine which of its employees will be designated to become Assigned Employees. PLP shall ensure and provide documentation of Assigned Employee certifications for any scope of service that requires certification of training.
- f. **Immigration.** PLP shall not assign an employee with Operator under a Work Order unless the Assigned Employee is lawfully able to work and/or reside in the United States in compliance with federal and state law immigration requirements applicable to the respective Work Order.
- g. **Guarantee.** PLP represents and warrants that each Assigned Employee under a Work Order shall be of the quality and have the knowledge required by the applicable job scope under the respective Work Order. If Operator is not satisfied with the services provided by an Assigned Employee, Operator may present specific reasoning and upon mutual approval with PLP, request PLP to remove the Assigned Employee so long as such action is not discriminatory under applicable law, and if the notification occurs within the

first two (2) hours of the first day of the assignment, Operator will not be charged for the services of the Assigned Employee. However, if the Operator retains an Assigned Employee for more than two (2) hours worked, Operator is responsible for the entire invoice for hours worked and orientation by such Assigned Employee.

- h. **RESERVATION OF RIGHTS.** In the event there are services needed by the Operator which PLP is unable or unwilling to perform, the Operator reserves the right to contract with a third-party to provide services, without prejudice to any rights the Operator has under this Agreement.
- i. **Non-Hire.** During the term of this Agreement, Operator shall not, directly, or indirectly, solicit and employ any PLP employee for separate employment without advance notice to PLP.
- j. **Labor Matters.** Operator represents and warrants to PLP that it is not, and will not be, bound by any collective bargaining agreement or a duty to bargain collectively.

Except as set forth in this Agreement, Operator shall not be obligated to continue any practice, policy or benefit that was or may have been in existence prior to the signing of this Agreement, and the continuation or modification of any such practice, policy, or benefit. However, the Operator agrees to any discontinuance or modification of a practice, policy or benefit that is not set forth in the Agreement will be developed and implemented only after due consultation with PLP.

- k. **Safety.** Operator agrees to provide Assigned Employees with (i) a safe work environment that complies with all applicable Federal OSHA and/or equivalent state agency standards and shall indemnify and hold harmless PLP Indemnitees with respect to any breach of this provision (ii) any site-specific safety training and/or site- specific personal protective equipment or any other safety equipment required for their work assignment on the job site, exclusive of PLP PPE. Operator shall inspect, maintain, and replace any site-specific equipment Operator provides to Assigned Employees, as needed. Operator agrees (a) to notify PLP of any safety issues involving Assigned Employees, as soon as it learns of them, (b) to promptly notify PLP of any accident or medical treatment of any Assigned Employee, and (c) to promptly provide PLP a completed incident report of the accident/medical treatment, with PLP having the right to conduct an onsite investigation with Operator's cooperation. Operator shall be responsible for all OSHA and similar recordkeeping responsibilities required by law in the performance and execution of the terms of this Agreement and each Work Order.
7. **COMPENSATION.** Operator shall pay PLP an administrative service fee as denoted in Section 3.p. based on the approved daily worker roster. Operator acknowledges that all pre-event estimates are based on PLP's best understanding of Operator's anticipated schedule and production needs but are only an estimate; no guarantee is made or implied. Final billing will be based on actual hours worked and Exhibit A or Exhibit B – Rate Cards for each Assigned Employee on the Event. Services comprised of time and material services will be provided in accordance with the PLP service rates defined in Exhibit A, Exhibit B and Exhibit C. PLP shall provide Operator an estimate of labor and services billing near the conclusion of each Event as requested by the Operator and upon the conclusion of an Event. PLP shall provide Operator an Invoice which includes the Event name, Event Facility, Assigned Employee's name, number of hours worked, capacity in which the Assigned Employee worked, and the applicable billing rate. PLP shall additionally be compensated for any Services rendered beyond those set forth in Exhibit A, Exhibit B and Exhibit C as the Parties mutually agree in advance, in writing. Operator shall pay all non-disputed Fees appearing on PLP's Invoice within twenty (20) calendar days after presentation by PLP. In the event that Operator desires to withhold approval of any Invoice, Operator shall notify PLP, in writing, within ten (10) days and state its reasons for doing so. PLP shall have the right to cure such issues within ten (10) business days. All wages listed in Exhibit A, Exhibit B and Exhibit C are effective as of the day of an executed agreement by all parties. Thereafter, any wage increases shown on Exhibit A, Exhibit B and Exhibit C schedules for the term of the executed contract shall take effect on the first day of January of each new 12-month year ending the thirty-first of December of the year indicated.
8. **WAGE REQUIREMENT.** PLP shall adhere to the relevant regulations and requirements in accordance with West Virginia Division of Labor Code, and any applicable wage requirement under the Code of City of Charleston, WV.

9. **INVOICES / BILLING.** Each PLP invoice shall have a date, show name and time, with a description of the “call” i.e. work call, show call, etc. The Operator will provide PLP the format for PLP’s invoice for the services provided which will detail a breakdown of the jobs technicians are working (Tech head, loader, stagehands, follow spot ops, forklift op, hand, pusher, supervisor, etc.), name of the assigned employee to each position, with a listing of each position on each particular job, the hours and the rate showing regular time, overtime, meal penalty as applicable for the Work Order. For any quotation submitted prior to the shift taking place, an estimate of hours worked will be made based upon the Work Order and Work Call. Once the Work Order is completed, an invoice shall be submitted within the three (3) following business days, with best attempts made to finalize an estimate before the end of the ticketed event, or the last ticketed performance in a series of events. Any agreed upon corrections will require a new invoice. Exceptions may be allowed with the approval of the Operator’s Business Administrator or his/her designee.
10. **INSURANCE.** PLP shall provide the Operator with evidence of coverage for Workers Compensation and General Liability insurance on an annual basis each year of an agreement term, each certificate of covering a period of one year. PLP shall name the Operator, City of Charleston, any sub-contracted management service provider to Operator and their relevant officers, partners and as additionally insured. Operator will provide PLP with the specific language and names of the additionally insured. Within Operator’s lease contracts, Operator will require Lessee to name PLP as an additional insured on Lessee’s certificate of insurance provided as part of Lessee’s lease agreement for rental use of Operator’s Facility. Operator shall provide PLP with evidence of Operator’s General Liability insurance coverage each year of the term of the agreement.
11. **INDEMNIFICATION.** PLP hereby agrees to indemnify and hold harmless, releases and waives all claims against the Operator, City of Charleston, and any sub-contracted management service provider to Operator, their directors, elected officials, employees, officers, and agents, for injury, death or damage to persons, property or business sustained for and against any and all liabilities, claims, demands, costs and expenses of every kind and nature, including attorney’s fees, arising from injury, death or damage of any person because of work performed pursuant to this Agreement, except caused by the negligence, willful misconduct, misrepresentation or omission, or breach of this Agreement or any of its provisions, including, but not limited to, any failure to comply with any pertinent federal, state, or local law, statute, regulation, rule, ordinance, or government directive by the City, its employees, subcontractors, subcontractor's employees, or agents.
12. **NO SPECIAL DAMAGES.** EXCEPT WITH REGARD TO INDEMNIFICATION OBLIGATIONS, NEITHER PARTY TO THE AGREEMENT SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, OR OTHER ECONOMIC ADVANTAGE), HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.
13. **RIGHT TO CONTROL.** In any instance where a claim for indemnity is, or could be, asserted by a party (in such instance, the “indemnified party”), the other party (in such instance, the “indemnifying party”) shall have a right, at its expense, to elect to control the defense of such claim with counsel of its own choice and settle such claim.
14. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable laws, rules, regulations, and orders in performing its obligations under this Agreement and each Work Order, including, but not limited to, environmental, health and safety, immigration, and equal employment opportunity.
15. **DISPUTES.** All complaints, disputes or questions related to the interpretation, application or performance of the Agreement shall be made by direct negotiation between the Operator and PLP. Should any dispute differences arise, the Parties shall endeavor, in good faith and with best efforts, to settle these disputes in the simplest and most direct manner.
16. **CONFIDENTIALITY.** Each Party may acquire material, data, strategies, systems, or other information relating to the Services, Event, Agreement, or the other Party, or its parent, affiliated, or related companies,

which may not be accessible or known to the general public. Any such knowledge shall be kept confidential and shall not be used, published, or divulged by the other Party to any other person, firm or corporation, or in any advertising or promotion regarding the respective Party or its Services, or in any other manner without first obtaining written permission from the other Party, which the other Party may withhold in its sole discretion. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, PLP acknowledges that Operator is a governmental body and subject to the requirements of the West Virginia Freedom of Information Act, W. Va. Code § 29B-1-1, et seq. As such, PLP specifically agrees that any documents received by Operator that relate to the conduct of the public's business are public records under the Act and will be disclosed pursuant to a valid request unless such documents are exempt from disclosure under W. Va. Code § 29B-1-4.

17. **INTELLECTUAL PROPERTY.** PLP agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights to the Event or Operator, artist(s) or their respective affiliates (sometimes collectively and individually referred to herein as the "Trademarks"), (b) ownership of all such Trademarks shall remain the property of Operator or the artist(s), as the case may be, and (c) PLP will not use any Trademarks under any circumstances without the prior written consent of Operator, which consent Operator may withhold in its sole and absolute discretion.
18. **NON-ASSIGNMENT.** PLP may not assign an Agreement, without the prior written consent of Operator. Likewise, Operator may not assign the Agreement, (except to a related entity of Operator) without the prior written consent of PLP, which shall not be unreasonably withheld.
19. **PROHIBITION OF STRIKES AND LOCKOUTS.** During the life of this Agreement and any period prior to its formal effective date, the PLP, its officers, representatives, agents, members shall not encourage, cause or authorize, any strike, sympathy strike, general strike or any other work slowdown, sit-in, picketing, boycott or other interference with the operations of the Facility. This shall apply regardless of whether these prohibited acts are in connection with a dispute between PLP and the Operator, or with respect to any other matter, even though it is not covered by the terms of this Agreement. The Operator will not cause or authorize a lockout during the life of the Agreement unless otherwise permitted within the terms of this Agreement.
20. **EQUAL OPPORTUNITY EMPLOYER.** Each party is an equal opportunity employer wherein PLP agrees to hire and assign employees to Operator, and Operator agrees to accept and direct Assigned Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status, veteran status, or any other protected class status pursuant to applicable law. In this regard, the Parties agree that, only to the extent applicable to each such party, they will abide by the requirements relating to the notice of employee rights under applicable labor laws.
21. **FORCE MAJEURE EVENT.** The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of illness or death of an artist or other artist unavailability, an act of God, strike, labor dispute, war, fire, earthquake, act of public enemies, acts of terrorism, epidemic, pandemic, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). In the event an Event or any portion thereof is cancelled by reason of a Force Majeure Event, Operator may terminate any and all Work Orders immediately as to that Event or such portion thereof and shall have no further obligations to PLP hereunder as it relates to that Event or such portion thereof, however, Operator shall be required to pay to PLP any compensation earned by PLP for any Services satisfactorily performed by PLP as of the date of such termination. Notwithstanding anything else contained herein, a Force Majeure Event shall include public health conditions and/or government restrictions or recommendations, including those related to the COVID-19 pandemic, that restrict public gatherings, reduce the capacity of the Event, adversely impact admission procedures to the Facility/Event, or adversely impact Facility/Event operations.
22. **PANDEMICS.** Each of the Parties to this Agreement recognizes and acknowledges the known and potential risks of virus and pandemic events like COVID-19 (collectively "PANDEMIC VIRUS") and understands that (a) such risks cannot be fully eliminated and are increased by proximity to other people, (b) there is an inherent and elevated risk of exposure to PANDEMIC VIRUS in any public place or place where people are present,

and (c) there is no guarantee, express or implied, that each party's employees, representatives and agents will not be exposed to PANDEMIC VIRUS. Until such time as the Parties agree to discontinue any such procedures, the Parties shall use reasonable efforts to implement procedures and protocols restricting entry into the Facility by any of the Parties' employees, representatives and agents (collectively, "Personnel") if within 10 days prior to the Event such individual has been diagnosed with PANDEMIC VIRUS, exhibited symptoms of PANDEMIC VIRUS (as described by the Centers for Disease Control and Prevention) or been in contact with someone who has been confirmed or suspected of having PANDEMIC VIRUS.

23. **TOBACCO FREE WORKPLACE PROVISION.** PLP agrees that the PLP Assigned Employees shall not use tobacco products, including smokeless tobacco or vaping products, inside the Facility or within 40 feet an entry door to the Facility or within designated areas.
24. **DRUG AND ALCOHOL-FREE WORKPLACE PROVISION.** Work described in the scope of this Agreement is considered safety sensitive by the Operator. PLP recognizes the potential dangers and safety issues that could result from use of drugs or alcohol by PLP Assigned Employee performing work at the Facility pursuant to this Agreement. Therefore, PLP agrees that, at a minimum, PLP shall adopt the following guidelines which shall be for any Production Labor Provider Assigned Employee, agents, affiliates, or servants who provide services to the Facility:
- a. If the Operator has a reasonable belief that an Assigned Employee is impaired at the job area, the Operator shall notify PLP and PLP shall immediately remove the Assigned Employee from the job area. Whenever PLP has been notified pursuant to this section of a reasonable belief that an Assigned Employee is impaired, PLP shall, at its expense, arrange for drug and alcohol testing to occur within the reasonable time of said notification. If the accused Assigned Employee is found to be unimpaired the Operator will absorb the cost of the test and any expense incurred any lost wages as well.
 - b. If PLP chooses not to test a removed Assigned Employee pursuant to this Agreement, PLP agrees that it will relieve the Assigned Employee of any further duties related in any way to the Facility and will no longer assign the removed Assigned Employee to perform work at the Facility. Notwithstanding the obligations assumed by PLP pursuant to this section, the Operator may, at its sole discretion, accept reasonable assurances from PLP, other than those listed herein, that a removed Assigned Employee was not or is no longer impaired and is fit to perform work at the Facility. The PLP agrees that it will implement and enforce policies and procedures to ensure that the PLP Assigned Employee do not report to work impaired by alcohol or any drug.
 - c. The Operator and PLP acknowledge that the legal use or possession of prescribed medications, which have been legally prescribed to a Production Labor Provider Assigned Employee by a person licensed to do so, is permitted at the Facility, so long as the prescribed medication is legally used in the manner, combination and quantity prescribed and its use does not interfere with the Assigned Employee's ability to safely and effectively perform any duties assigned by PLP pursuant to this Agreement.
 - d. PLP agrees that it will require any Assigned Employee who is taking any medication, whether prescribed or non-prescribed, which may interfere with the safe and effective performance of duties or operation of equipment, to advise his or her Production Labor Provider supervisor of that fact before beginning work. PLP further agrees that if there is any question regarding a Production Labor Provider Assigned Employee's ability to perform assigned duties while using such medication, PLP shall notify the Operator and shall require the Assigned Employee to obtain clearance safely and effectively from a physician or to cease use of the medication prior to permitting the Assigned Employee to perform work at the Facility.
25. **NOTICES.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery or by certified or registered mail, return receipt requested, postage prepaid by United States mail, or FedEx, UPS, or other recognized overnight delivery service, prepaid, and addressed as follows:

Operator: Charleston Coliseum & Convention Center, 200 Civic Center Drive, Charleston, WV 25301,
Attention General Manager:

with a mandatory copy of any default notice to:

City Attorney
501 Virginia Street East
Charleston, WV 25301
F: (304) 348-0770

PLP: _____,

Attention: _____:

Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by signature, or date of first refusal, if that be the case. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

26. **SEVERABILITY**. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force or effect.
27. **TERMINATION**. Either party to this Agreement shall have the absolute right at any time to terminate this Agreement by giving at least one hundred twenty (120) calendar days advance written notice.
28. **JURISDICTION**. This Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, regardless of the domicile of PLP, and shall be governed by and construed in accordance with the laws of the State of West Virginia. The Parties agree that all claims asserted by or against Operator arising under this Agreement, or related thereto, shall be heard, and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.
29. **AUTHORITY**. Each party represents to the other that this Agreement has been duly executed and delivered by the party, and, assuming the due authorization, execution, and delivery by the other party, constitutes the legal, valid and binding obligation of the party, enforceable against the party in accordance with its terms.
30. **MODIFICATION**. This Agreement may only be modified with the mutual agreement of both Parties, detailed in writing, executed by Operator and PLP. Any modification agreed upon by the Parties shall reference the Section of this Agreement to be modified and specifically identify the term, condition, or obligation to be modified.
31. **MISCELLANEOUS**. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive. This Agreement and Work Orders constitute the entire agreement between the Parties relating to the services hereunder, and supersede all prior agreements, proposals, or correspondence, whether oral or written, relating to the services. A party's failure to insist on performance of any of the terms or conditions herein, or to exercise any right or privilege, or a party's waiver of any breach hereunder, will not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type. This Agreement will be governed and construed by the laws of the State of West Virginia, and each Work Order by the State of West Virginia, without regard to any conflict of law principles contained therein. This Agreement benefits and will be binding upon PLP, Operator and their respective successors, heirs and permitted assigns. This Agreement may be executed in two or more counterparts, all of which will constitute one and the same agreement. The execution and delivery of this Agreement by delivery of a facsimile or pdf copy bearing the facsimile or pdf signature of a party shall constitute a valid and binding execution and delivery of this Agreement, and such facsimile or pdf copies shall constitute enforceable original documents.
32. **LENGTH OF AGREEMENT**. This agreement shall cover from the date of execution by both Parties until December 31, 2030.

EXHIBIT A

Charleston Coliseum Rate Card

Wages: The proposed rate of pay for all PLP Assigned Employees effective from the execution date of an agreement between the Parties February 1, 2027 through December 31, 2027, with proposed annual increases effective January 1, 2028 through December 31, 2028, and January 1, 2029 through December 31, 2029 and January 1, 2030 through December 31, 2030, as follows:

Hourly Rate should be stated to \$.00, \$.25, \$.50 or \$.75.

2027 - ____ % administrative fee equal to a percentage of the gross billing of labor

2028 - ____ % administrative fee equal to a percentage of the gross billing of labor

2029 - ____ % administrative fee equal to a percentage of the gross billing of labor

2030 - ____ % administrative fee equal to a percentage of the gross billing of labor

PLP Proposed Wage Rate Schedule – February 1, 2027 - December 31, 2027

Coliseum Position Role / Assigned Employees	PLP's Proposed Standard Hourly Rate	Total Hours of the Assigned Employees for Cost Assumption	Extended Total Cost of Assigned Employees for Cost Estimation (rate x hours)
Supervisor	\$	20	\$
Asst. Supervisor	\$	12	\$
Technical Heads (House/Show Elec, Console, Audio)	\$	42	\$
Rigger - Head	\$	12	\$
High Steel Rigger - Coliseum	\$	54	\$
Low Steel Rigger - Coliseum	\$	121	\$
Ground Rigger (Down Rigger)	\$	64	\$
Forklift Operator	\$	34	\$
Spotlight Operator	\$	24	\$
Truck Loader / Unloader	\$	88	\$
Camera Operator	\$	8	\$
All other Hands	\$	586	\$

PLP Proposed Wage Rate Schedule – January 1, 2028 - December 31, 2028

Coliseum Position Role / Assigned Employees	PLP's Proposed Standard Hourly Rate	Total Hours of the Assigned Employees for Cost Assumption	Extended Total Cost of Assigned Employees for Cost Estimation (rate x hours)
Supervisor	\$	20	\$
Asst. Supervisor	\$	12	\$
Technical Heads (House/Show Elec, Console, Audio)	\$	42	\$
Rigger - Head	\$	12	\$
High Steel Rigger - Coliseum	\$	54	\$
Low Steel Rigger - Coliseum	\$	121	\$
Ground Rigger (Down Rigger)	\$	64	\$
Forklift Operator	\$	34	\$
Spotlight Operator	\$	24	\$
Truck Loader / Unloader	\$	88	\$
Camera Operator	\$	8	\$
All other Hands	\$	586	\$

PLP Proposed Wage Rate Schedule - January 1, 2029 - December 31, 2029

Coliseum Position Role / Assigned Employees	PLP's Proposed Standard Hourly Rate	Total Hours of the Assigned Employees for Cost Assumption	Extended Total Cost of Assigned Employees for Cost Estimation (rate x hours)
Supervisor	\$	20	\$
Asst. Supervisor	\$	12	\$
Technical Heads (House/Show Elec, Console, Audio)	\$	42	\$
Rigger - Head	\$	12	\$
High Steel Rigger - Coliseum	\$	54	\$
Low Steel Rigger - Coliseum	\$	121	\$
Ground Rigger (Down Rigger)	\$	64	\$
Forklift Operator	\$	34	\$
Spotlight Operator	\$	24	\$
Truck Loader / Unloader	\$	88	\$
Camera Operator	\$	8	\$
All other Hands	\$	586	\$

PLP Proposed Wage Rate Schedule - January 1, 2030 through December 31, 2030

Coliseum Position Role / Assigned Employees	PLP's Proposed Standard Hourly Rate	Total Hours of the Assigned Employees for Cost Assumption	Extended Total Cost of Assigned Employees for Cost Estimation (rate x hours)
Supervisor	\$	20	\$
Asst. Supervisor	\$	12	\$
Technical Heads (House/Show Elec, Console, Audio)	\$	42	\$
Rigger - Head	\$	12	\$
High Steel Rigger - Coliseum	\$	54	\$
Low Steel Rigger - Coliseum	\$	121	\$
Ground Rigger (Down Rigger)	\$	64	\$
Forklift Operator	\$	34	\$
Spotlight Operator	\$	24	\$
Truck Loader / Unloader	\$	88	\$
Camera Operator	\$	8	\$
All other Hands	\$	586	\$

EXHIBIT B

Charleston Convention Center Rate Card

Wages: The proposed rate of pay for all PLP Assigned Employees effective from the execution date of an agreement between the Parties February 1, 2027 through December 31, 2027, with proposed annual increases effective January 1, 2028 through December 31, 2028, and January 1, 2029 through December 31, 2029 and January 1, 2030 through December 31, 2030, as follows:

Hourly Rate should be stated to \$.00, \$.25, \$.50 or \$.75.

2027 - ____ % administrative fee equal to a percentage of the gross billing of labor

2028 - ____ % administrative fee equal to a percentage of the gross billing of labor

2029 - ____ % administrative fee equal to a percentage of the gross billing of labor

2030 - ____ % administrative fee equal to a percentage of the gross billing of labor

PLP Proposed Wage Rate Schedule – February 1, 2027 - December 31, 2027

Convention Center Position Title / Assigned Employees	PLP's Proposed Standard Hourly Rate	Total Hours of the Assigned Employees for Cost Assumption	Extended Total Cost of Assigned Employees for Cost Estimation (rate x hours)
Supervisor	\$	50	\$
Asst. Supervisor	\$	0	\$
Technical Heads (House/Show Elec, Console, Audio)	\$	191	\$
Climbing Rigger (off the lift / above the grid)	\$	8	\$
Rigger on Lift	\$	8	\$
Down Rigger	\$	8	\$
Forklift Operator	\$	88	\$
Truck Loader / Unloader	\$	8	\$
Camera Operator	\$	8	\$
All other Hands	\$	52	\$

PLP Proposed Wage Rate Schedule – January 1, 2028 - December 31, 2028

Convention Center Position Title / Assigned Employees	PLP's Proposed Standard Hourly Rate	Total Hours of the Assigned Employees for Cost Assumption	Extended Total Cost of Assigned Employees for Cost Estimation (rate x hours)
Supervisor	\$	50	\$
Asst. Supervisor	\$	0	\$
Technical Heads (House/Show Elec, Console, Audio)	\$	191	\$
Climbing Rigger (off the lift / above the grid)	\$	8	\$
Rigger on Lift	\$	8	\$
Down Rigger	\$	8	\$
Forklift Operator	\$	88	\$
Truck Loader / Unloader	\$	8	\$
Camera Operator	\$	8	\$
All other Hands	\$	52	\$

PLP Proposed Wage Rate Schedule – January 1, 2029 - December 31, 2029

Convention Center Position Title / Assigned Employees	PLP's Proposed Standard Hourly Rate	Total Hours of the Assigned Employees for Cost Assumption	Extended Total Cost of Assigned Employees for Cost Estimation (rate x hours)
Supervisor	\$	50	\$
Asst. Supervisor	\$	0	\$
Technical Heads (House/Show Elec, Console, Audio)	\$	191	\$
Climbing Rigger (off the lift / above the grid)	\$	8	\$
Rigger on Lift	\$	8	\$
Down Rigger	\$	8	\$
Forklift Operator	\$	88	\$
Truck Loader / Unloader	\$	8	\$
Camera Operator	\$	8	\$
All other Hands	\$	52	\$

PLP Proposed Wage Rate Schedule – January 1, 2030 - December 31, 2030

Convention Center Position Title / Assigned Employees	PLP's Proposed Standard Hourly Rate	Total Hours of the Assigned Employees for Cost Assumption	Extended Total Cost of Assigned Employees for Cost Estimation (rate x hours)
Supervisor	\$	50	\$
Asst. Supervisor	\$	0	\$
Technical Heads (House/Show Elec, Console, Audio)	\$	121	\$
Climbing Rigger (off the lift / above the grid)	\$	8	\$
Rigger on Lift	\$	8	\$
Down Rigger	\$	8	\$
Forklift Operator	\$	86	\$
Truck Loader / Unloader	\$	8	\$
Camera Operator	\$	8	\$
All other Hands	\$	362	\$

EXHIBIT C

Charleston Theater Rate Card

Wages: The proposed rate of pay for all PLP Assigned Employees effective from the execution date of an agreement between the Parties February 1, 2027 through December 31, 2027, with proposed annual increases effective January 1, 2028 through December 31, 2028, and January 1, 2029 through December 31, 2029 and January 1, 2030 through December 31, 2030, as follows:

Hourly Rate should be stated to \$.00, \$.25, \$.50 or \$.75.

2027 - ____ % administrative fee equal to a percentage of the gross billing of labor

2028 - ____ % administrative fee equal to a percentage of the gross billing of labor

2029 - ____ % administrative fee equal to a percentage of the gross billing of labor

2030 - ____ % administrative fee equal to a percentage of the gross billing of labor

PLP Proposed Wage Rate Schedule – February 1, 2027 - December 31, 2027

Theater Position Title / Assigned Employees	PLP's Proposed Standard Hourly Rate	Total Hours of the Assigned Employees for Cost Assumption	Extended Total Cost of Assigned Employees for Cost Estimation (rate x hours)
Technical Heads (House/Show Elec, Console, Audio)	\$	62	\$
Up Rigger (on the grid)	\$	8	\$
Down Rigger	\$	8	\$
Truck Loader / Unloader	\$	36	\$
Camera Operator	\$	0	\$
All other Hands	\$	36	\$

PLP Proposed Wage Rate Schedule – January 1, 2028 - December 31, 2028

Theater Position Title / Assigned Employees	PLP's Proposed Standard Hourly Rate	Total Hours of the Assigned Employees for Cost Assumption	Extended Total Cost of Assigned Employees for Cost Estimation (rate x hours)
Technical Heads (House/Show Elec, Console, Audio)	\$	62	\$
Up Rigger (on the grid)	\$	8	\$
Down Rigger	\$	8	\$
Truck Loader / Unloader	\$	36	\$
Camera Operator	\$	0	\$
All other Hands	\$	36	\$

PLP Proposed Wage Rate Schedule – January 1, 2029 - December 31, 2029

Theater Position Title / Assigned Employees	PLP's Proposed Standard Hourly Rate	Total Hours of the Assigned Employees for Cost Assumption	Extended Total Cost of Assigned Employees for Cost Estimation (rate x hours)
Technical Heads (House/Show Elec, Console, Audio)	\$	62	\$
Up Rigger (on the grid)	\$	8	\$
Down Rigger	\$	8	\$
Truck Loader / Unloader	\$	36	\$
Camera Operator	\$	0	\$
All other Hands	\$	36	\$

PLP Proposed Wage Rate Schedule – January 1, 2030 - December 31, 2030

Theater Position Title / Assigned Employees	PLP's Proposed Standard Hourly Rate	Total Hours of the Assigned Employees for Cost Assumption	Extended Total Cost of Assigned Employees for Cost Estimation (rate x hours)
Technical Heads (House/Show Elec, Console, Audio)	\$	62	\$
Up Rigger (on the grid)	\$	8	\$
Down Rigger	\$	8	\$
Truck Loader / Unloader	\$	36	\$
Camera Operator	\$	0	\$
All other Hands	\$	36	\$