



CIRCLE PRODUCTIONS, LLC.

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AQUINNAH, MA 02535

508/645-3500

April 17, 2009

Town of Aquinnah
Board of Selectmen
65 State Road
Aquinnah, Massachusetts 02535

Re: Request for Proposals, due April 17, 2009, 12:00 PM

Honorable Selectmen:

We propose to provide and operate a place for the performing arts in a section of the Circle at the Gay Head Cliffs. The terms of operation would be subject to the following agreements as negotiated with the Board of Selectmen and placed as a Warrant Article for the Aquinnah Special Town Meeting, May 19, 2009. The proposed terms of the proposed agreements follow.

- A Ground Lease for the proposed area
- An Operating Agreement between the parties governing the terms, responsibilities, and obligations of the parties
- An Enabling Document establishing an advisory board of town citizens to consider matters related to the operation

It is further proposed that negotiations be opened forthwith between the principals of Circle Productions, LLC, and either a representative of or the full Board of Selectmen to arrive at a mutually agreeable set of terms and specifications that will be memorialized in the fully executed, above cited documents for approval by town counsel in time for the overall proposal to be placed on the May 19th Special Town Meeting Warrant.

Thank you for your kind consideration.

Respectfully,

Ted Cammann
Aquinnah, Moshup's Trail

Jim Glavin
Aquinnah, Meetinghouse Way

Proposed Grounds Lease Terms



Location: See Attachment "A," showing the proposed area as a portion of Aquinnah Assessors' Parcel 6-17. The area will consist of the northeast section of the circle, bounded on the north, east, and southeast by the road, and on the southwest by a line drawn from a point at the east facing side of the restrooms toward the northwest to a point to be designated to the northeast of the paved parking area at the edge of roadway.

Commencement: June 1, 2009

Termination: May 31, 2019

Option to renew: Two 10 year options to renew under the same terms and conditions.

Lessor: Town of Aquinnah

Lessee: Circle Productions, LLC, or its nominee

Rent: Fixed lease payments of \$1.00 per annum, with direct payments to the town starting in 2011 of \$1.00 per ticket for for-profit events (as defined in the Operating Agreement).

Land Use: The land will be used solely for the purpose of presenting artistic and cultural events, with amenities for patrons and may include the construction and maintenance of facilities associated therewith, including but not limited to a removable outdoor performing arts stage, lighting, power and sound equipment, fencing, and temporary structures as appropriate by event.

Improvements: The Lessee shall own all improvements which shall be temporary and removable, except with respect to utilities which shall be constructed in a workmanlike manner free from defects and maintained by the Lessee.

Subletting: Right to sublease the stage or other space for events not produced by Circle Productions, LLC, but compliant with lease terms.

Operating Agreement



Parking: On an event by event basis, the town shall have the option to operate the parking concession or leave that operation to Circle Productions LLC. In either case, the operator is free to collect and keep a parking fee as determined by the operator. A Schedule of Events will be provided to the town before June 1st, and the town must inform the organizers of their intention to handle parking or not by June 15th of each year.

Whoever does handle this operation, the activity must be coordinated with the event producers and the chief of police.

Regardless of the actual operator of the parking operation, the event shall have unrestricted access to the town parking lot and the town will cooperate with the organizers of the event and the chief of police in designating Moshup's Trail and/or Lighthouse Road as an additional parking area.

Vendors: Circle Productions LLC. will authorize and manage all concessions associated with events subject to town licensing, permitting, and health regulations. Preference will be given to local shop owners and Aquinnah residents in arrangements for vendors.

Public Safety: Safety and traffic management plans have already been and will continue to be developed with the town Chief of Police for all events. Health, ambulance and first aid issues will be coordinated with the Tri-Town Ambulance Group. All costs, over and above the normal public safety and policing protocols, for these items will be born by Circle Productions LLC.

Circle Productions LLC, will operate all security, public safety and supervise any ambulance, paramedic or EMT presence. Uniformed police personnel shall not patrol or display a presence inside the event grounds unless requested by the organizers.

Maintenance: The town shall perform the regular maintenance of the circle including mowing, maintenance of wells and town infrastructure, rest room operation, septic system, fire control elements, town operated utilities, solar panels, benches and the like.

Circle Productions LLC, will handle all trash produced by any event and clean up and perform remedial work necessary after any event to return the area to its original condition.

Schedule: Circle Productions LLC, at its sole discretion, except as noted below, will create, maintain, publish and manage the schedule of events. Every effort will be made

to accommodate appropriate events proposed by local groups and individuals. A portion of the schedule will be reserved for fund-raising events for local 501 (c)3 organizations.



- Existing Events:** Pre-existing or regularly scheduled town sponsored events will be incorporated into the annual schedule of events, without charge.
- Season:** Events will be held between June 1st and September 30th of each year, during which time Circle Productions LLC, will have unlimited access to the designated portion of the circle.
- Event size:** Events shall be limited to a maximum of 2,500 tickets sold. All ticket sales, promotion, sponsors, or underwriters shall be managed exclusively by Circle Productions LLC, unless specifically designated to another qualified party in writing.
- Storage:** The town will cooperate with Circle Productions Llc, and, if possible, provide storage areas for equipment, vehicles, materials, and associated gear during events and in the off season as arranged on a case by case basis. The organizers would be responsible for all liability, logistics, and security.
- Old Town Hall:** If available, the town will allow the use of the old Town Hall for staging, off-site organization, or other uses specific to any event under the terms of this agreement.
- Insurance:** Circle Productions Llc, will secure general liability insurance as appropriate and name the town as named insured providing all insurance certificates to the town. In addition, any event specific liability policies shall also name the town as additional insured and shall carry terrorism coverage.
- Changes:** Changes in this agreement, as agreed between the parties by mutual consent, shall be allowed.

Cultural Event Steering Committee

It is proposed that a *Cultural Steering Committee* be created to function as an intermediary between the event organizers and the town government and to assist the town in vetting or otherwise handling requests for or questions related to cultural events in the town at large.



The purpose of such a board is to act as a clearinghouse to receive and offer advice and make recommendations to the Board of Selectmen regarding any issues, changes, or other factors that might impact the operation at the Circle or the Operating Agreement between the town and Circle Productions LLC. Any and all recommended changes, conflict resolution, and the like would be initially considered in this venue before any action by the Selectmen.

The composition of the board would be a representative as selected by the Selectmen, a representative of the Tribe's Culture Committee, a representative of the town citizens both summer and year round, and two members from Circle Productions LLC. The first two members would be selected by their respective agencies and the year round and summer residents selected by consensus.

Decisions would be carried by simple majority vote. This Steering Committee shall meet as necessary during the Season and shall annually make recommendations to the Selectmen and the organizers regarding any changes or modifications to the Operating Agreement they may determine are necessary to support the implementation of events.

For informational purposes only, Circle Productions LLC wants it known that in addition to the Town Cultural Steering Committee, Circle Productions LLC will create its own Cultural Advisory Board that will include a cross section of town representation. This Board will act in an advisory capacity to Circle Productions LLC and help to develop global cross cultural events appropriate to this venue.