Minutes of the Board of Directors Meeting  
Wednesday, 12 January 2011  
33 Bridge Street Bellows Falls  

Note taker: Gary Smith  
In attendance: Dot Read, Deb Wright, Bill Holtz, Dickie Colo, JM Maciejewski, Gary Smith, also Stewart Reed

1. Call To Order at 7:18 PM

2. Meeting Minutes 12.8.2010: Bill moved and Dot seconded the motion that we approve the minutes of the meeting of 12.8.2010. The motion passed unanimously.


4. Old Business:

   a. Programming: There were no changes to programming in the last month.

   b. Training: There are three trainees who are being scheduled at the moment.

   c. Membership Drive: Notices went to all members announcing the Buckwheat Zydeco concert, the success of Radioke, and whether or not their membership was now due for renewal.

   d. Fall/Winter Fundraising:

      i. Radioke

         1. We’ve now completed the first series of Radioke competitions, ending 12/18 with a net profit of more than $3700. A P&L for all episodes is included with these minutes. As of the meeting, final payment was not yet made to Harvest Moon.

         2. The schedule for the next series of Radioke was approved to begin on March 26 and end on June 4. Having finals at the Opera House was viewed negatively by the board.

         3. A promotion known as Radioke Bucks was presented by Gary which uses currency-styled gift certificates which will be issued a value of $1.00 in trade with participating area merchants. Participating merchants collecting 15 radioke bucks will be entitled to $100 in on-air underwriting.

      ii. Buckwheat Zydeco Concert Feb 10.

         1. Gary gave a report of the status of preparation:

             a. Press releases have been issued about the concert and contact is being made with important area media to request features on the concert.
b. Contracts are signed with the Artist and agreement is made with the opener, The Lil' Orphans Cajun Express.

c. Tickets are on sale at wool.fm, Village Square Books, Brattleboro Books, Turn It Up! in Keene and Brattleboro, Misty Valley Books in Chester, The Vault in Springfield, and online at boperahouse.com.

d. An advertising schedule is devised [attached] that will also include a quid pro quo of tickets at The River radio station in the amount of $500. Total budget for advertising exceeds conceptual budget but will be monitored as the weeks pass.

e. Event insurance is priced and ready for purchase in the amount of $375.00. This will cover our costs in the event of cancellation due to snow over 5 inches.

f. The Sound System is contracted through Klondike with an approximate cost of $1600.

g. A List of Volunteers who do not yet know they have volunteered is attached to this agenda. This includes an aggressive poster campaign and show time needs such as ushers and ticket takers. Gary and Kristen will approach these individuals for confirmation of their participation.

h. Director Participation is a crucial aspect of this ticket-selling campaign: DISCUSS: How can each board member help to sell ten tickets.

e. Audio Documentary Competition: Gary noted that there are now two winners of the Audio documentary competition. Gary proposed a trophy and a small cash prize. No one was opposed.

f. PTFP Grant: Gary presented information about the status of the PTFP grant including contacts being made in the community, the hiring of Ira Wilner as Engineering consultant, the new list of towns that will be in our expanded footprint, and the need for a survey. Jeff Starratt agreed to handle part of the survey. Other matching fund possibilities:
   i. TransCanadaFunding, attn: Gary McCormick, Ken Alton.
   ii. Town of Rockingham sinking fund.
   iii. People's United Bank.
   iv. USDA: Deb will look into USDA.

5. New Business:

a. WOOL Blogs and Community Calendar: Gary presented information about the new Suite of WOOL DJ Blogs and the upcoming WOOL Community Calendar called “What's Up in the Valley.”

b. New UPS: GFCBC has purchased a new UPS and it's arrived. Awaiting installation.

c. New Turntable: Our new turntable is purchased.

6. Next Meeting: The next meeting is Wednesday February 9 at 7pm. There was discussion about taking off the month of March but discussion was tabled until the next meeting.

7. Motion To Adjourn: Dickie moved and Deb seconded that we adjourn the meeting and this motion was approved unanimously. The meeting was adjourned at 8:10PM
### Income

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### Profit (Loss)

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**Estimated Retail Value of Remaining Beverage Inventory**

$300.00
ENGAGEMENT CONTRACT

This agreement made Friday, December 17, 2010 is between STANLEY DURAL JR. (hereinafter referred to as "COMPANY") and GREAT FALLS COMMUNITY BROADCASTING COMPANY (hereinafter referred to as "PURCHASER"). The PURCHASER hereby engages COMPANY to provide the services of "BUCKWHEAT ZYDECO" (hereinafter referred to as ARTIST) to provide the engagement presentation hereinafter described on the terms herein set forth.

1. Engagement Venue
   BELLOWS FALLS OPERA HOUSE
   7 THE SQUARE
   BELLOWS FALLS VT 05101
   USA

2. Artist
   BUCKWHEAT ZYDECO
   HEADLINE BILLING, 100% TYPE SIZE
   DO NOT use the word “CAJUN” to promote / advertise this show. Such use is STRICTLY PROHIBITED and will void this contract.
   See Rider. Opener is named "Lil Orphans Cajun Express.

3. Engagement Date
   THURSDAY, FEBRUARY 10, 2011
   NUMBER OF SHOWS: 1
   ONE 90 MINUTE SET @ TIME TBD
   ANNOUNCE: N/A ON SALE: N/A

4. Compensation
   $3,500.00 USD
   FLAT GUARANTEE (PLUS $500 BONUS AT 500 TICKETS SOLD)
   SOUND AND LIGHTS TO BE PROVIDED BY PURCHASER

5. Purchaser Provides
   $1,750.00 Deposit payable by certified check or bank wire to CONCERTED EFFORTS immediately following the
   $4,750.00 Balance due in cash to ARTIST day-of show (plus bonuses if applicable)

6. Ticketing
   RECEIVED
   JAN 06 2011
   BY: -------------------------------
   Ticket Desc  Ticket Price  Qty  Total
   TIER 1       $25.00        230 $5,750.00
   TIER 2       $35.00        200 $7,000.00
   TIER 3       $45.00         70 $3,150.00
   Capacity    550
   Total Kits  50
   Sellable    500
   Per Ticket Tax
   Per Ticket Fees
   Gross Potential * $15,900.00
   Net Potential * $15,900.00
   * based on advance ticket price

Any attached riders are hereby made an integral part of this contract. This agreement, the additional terms and conditions and the attached riders constitute the entire understanding of the parties, cannot be changed orally, and shall be constructed, governed and interpreted pursuant to the laws of the State of Massachusetts. This agreement may not be assigned by the PURCHASER but shall be binding on the PURCHASER and the PURCHASER's representatives only.

PURCHASER
AGREED AND ACCEPTED
GARY SMITH
GREAT FALLS COMMUNITY BROADCASTING COMPANY
PO BOX 110
BELLOWS FALLS VT 05101 USA
P 802.460.9965 EXT 111 F M
gary@blacksheepradio.org

ARTIST
AGREED AND ACCEPTED
STANLEY DURAL JR.
TAX ID: 437-68-2848
AUTHORIZED SIGNATORY
STANLEY DURAL JR.
FOR BUCKWHEAT ZYDECO
BUCKWHEAT ZYDECO CONTRACT RIDER

THIS RIDER SHALL BE CONSIDERED TO BE PART OF THE ATTACHED CONTRACT AND NEITHER CONTRACT NOR RIDER SHALL BE BINDING UNTIL SIGNED BY BOTH PARTIES HEREUNTO.

1. ARTIST will receive 100% exclusive headline billing in any and all publicity releases and paid advertisements.

2. Any additions to the show must be approved by ARTIST's management.

3. All payments provided hereunder shall be made in U.S. currency.

4. PURCHASER guaranteed that contracted amount represents actual amount to be paid ARTIST. PURCHASER assumes all financial responsibility for liens, taxes, withholding, border broker, work visas, baggage overage charges, and all other fees above contracted figure.

5. PURCHASER agrees to make twenty-four complimentary tickets available to ARTIST or ARTIST's management, the unused portion of which may be placed on sale the day of the show with the permission of ARTIST or ARTIST's management. PURCHASER agrees to give out not more than 2% of the house in complimentary tickets without written consent from ARTIST or ARTIST's management.

6. PURCHASER agrees to provide at no cost to ARTIST:
   a. One clean, lockable dressing room with chairs for 9-11 people, mirror, electrical outlet, heat or air conditioning, and 20 clean towels. PURCHASER agrees to be solely responsible for the security of all items in the room area, and shall keep unauthorized personnel from entering the area.
   b. PURCHASER agrees to provide a per diem of $20 per head (band and crew) meal allowance.
   c. Also generous quantities of soft drinks, including coffee, Coke, Diet Coke and juices. Two cases of bottled beer. Plus backstage hospitality: deli tray, fresh fruits, etc.

7. HOTEL: (If applicable) Purchaser agrees to provide 6 Double/3 Single rooms in a first class hotel. All rooms must have TV, telephone, air conditioning/heat, and shower/bathroom. Please arrange for early check-in.

8. AIR TRAVEL: If PURCHASER is providing international/interal air travel, purchaser will pay for all and all baggage charges, fuel surcharges, taxes, etc. in addition to cost of tickets. Flights must be on a major carrier/regularly scheduled flight. NO CHARTER FLIGHTS! Purchaser agrees to submit proposed flight itinerary for artist's approval PRIOR to ticketing. A local representative of the promoter must meet the incoming flight and escort the group to the departing flight. All ground transportation will be provided and will consist of a minimum of a 20 seat capacity bus with ample room for luggage and instrument cases. ARTIST reserves the right to approve flight itinerary before ticketing. V.I.P. airport check-in.

9. Any television, radio, or press interviews and appearance must be cleared through the ARTIST's management.
10. PURCHASER agrees to include Buckwheat Zydeco's web address, under the artist's name or photo in small but readable type, in all advertising and promotion as follows: www.buckwheatzydeco.com

11. PURCHASER agrees to provide at Purchaser's sole cost and expense, a professional quality sound system AS PER ATTACHED Monitor and Sound System requirements. Purchaser must have sound system ready and functional with sound technicians on stage at time of load-in and soundcheck.

12. PURCHASER agrees to provide at his sole cost, professional lighting system appropriate to place of performance.

13. PURCHASER agrees to provide a representative of ARTIST with immediate access to the box office prior, during, and immediately following the engagement contracted for herein with a ticket manifest setting forth the total attendance, the number of "free of charge" tickets, copies of any and all guest lists and the total amount of tickets sold and paid for. Said PURCHASER under the pains and penalties of perjury.

14. ARTIST reserves the right to sell tee-shirts, record albums, tapes, CD's, buttons, and other related souvenirs. PURCHASER agrees to make a space available to ARTIST for this purpose.

15. ARTIST reserves the right to cancel this contract if it conflicts with a bonafide offer for a major theatrical or television motion picture appearance or soundtrack, a network or major cable television appearance, or a foreign or major national tour. Notification shall be made not less than 30 days prior to engagement contracted herein, and all deposits shall be returned. ARTIST's representative and PROMOTER shall negotiate in good faith for an early mutually agreeable replay date.

16. PURCHASER agrees to provide a secure, well-lit parking space for a 50-foot Silver Eagle tour bus that is within close proximity to the venue.

17. FORCE MAJURE: If any member of Artist's party shall become ill or incapacitated or if Artist shall be unable for any reason outside of his control to attend the engagement, Artist shall not be required to perform, in which instance, any moneys paid by Purchaser shall be returned and neither party to this agreement shall be under any further obligation to each other. In the event of a civil disorder, the likes of which could result in damage to life or property, Artist, in his sole judgment shall have the right to terminate this agreement at any time without liability.

18. Provided that ARTIST is ready, willing and able to perform pursuant to the terms hereof, payment of any guaranteed compensation hereunder shall be made to ARTIST notwithstanding that inclement weather may render a performance impossible infeasible.

19. Applicable in venues which do not already prohibit smoking: Purchaser agrees to advertise as "no smoking show," to make best effort to prohibit smoking in backstage areas, on stage, and to request audience members refrain from smoking or provide a designated smoking area as far from the stage as possible.

20. Purchaser agrees to report box office figures to Pollstar and Performance if ticket sales are 80% of capacity or greater. Performance is a one-off. No reporting.
NOTE: DO NOT USE THE WORD "CAJUN" TO PROMOTE/ADVERTISE THIS SHOW! Such use is strictly prohibited and will void this contract. We suggest the words "creole dance music," "zydeco," or "from Louisiana's bayou country." Also, this band is NOT "from New Orleans". Instead, use "from Lafayette, Louisiana".

PURCHASER is to direct any inquiries to ARTIST's designated representative.

Agreed to and Accepted by:

PURCHASER

[Signature]

DATE

1.4.2011

Personal Management: Ted Fox
Phone: 845-876-8766
Fax: 845-876-8768
Email: foxted@aol.com

The Opener, chosen at Purchaser's discretion with agent's approval is The Lil' Orphans Cajun Express. Opener's name is used in advertising but the word "cajun" is never used by Purchaser to describe, promote, or advertise the show. Such use does not constitute breech.
Mr. Dave Murray  
Concerted Efforts  
363 Highland Ave.  
Somerville, MA  02144  

RE: Buckwheat Zydeco Engagement  
February 10, 2011  

4 January 2011  

Dear Dave,  

Attached please find a signed agreement, amended to reflect the understanding I have arranged with Mike Leahy. The changes include:  

1. The reduction in deposit amount to $1000.00 [One Thousand Dollars]  
2. The removal of all backline from production requirements.  
3. The Opener, chosen at our discretion, is The Lil’ Orphans Cajun Express. Though their name is used in the promotion of the show, the show is specifically noted to be a Creole Music concert, as designated in our contract. I mention this so that we are clear that the Purchaser is not in contravention of the contractual agreement to avoid the word “CAJUN” in promoting the show.  
4. Our agreement was made without hotels and this provision has been deleted from the rider.  
5. All payments, except the enclosed deposit, will be made following the show.  
6. Other changes appear in the contract rider.  

Also, I enclose a Cashiers Check in the amount of One Thousand Dollars [+$1000.00.]  

We’ll advance the particulars of the show with production folks as per Ted Fox. If a decent meal is preferable to a dinner buy out, we will provide this. A decent meal in a restaurant is hard to come by and we will provide a more substantial and enjoyable dinner in-house, at the Artist’s advance discretion.  

Please contact me immediately if any of these changes are problematic. Otherwise, please initial all changes, and countersign where indicated and return a copy to me within 14 days of the show.  

We’re looking forward to a great event and are honored to have Mr. Dural and Company in our town.  

Kindest regards,  

Gary Smith  
Representative for Great Falls Community Broadcasting.

GFCBC is a not-for-profit organization operating under section 501(c)3 of the United States tax code.
## BUCKWHEAT ZYDECO ADVERTISING BUY

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