

PLEASE RETURN SIGNED CONTRACTS TO:
Community Arts Agency
Address
City, State, Zip

**PERFORMANCE AGREEMENT
(DANCE)**

AGREEMENT made this _____ day of _____, 200____, by and between
_____ ("COMPANY"), Address, City, State, Zip
Phone/Fax/E-mail, and

COMMUNITY ARTS AGENCY
ADDRESS
CONTACT NAME
TELE/FAX/EMAIL
("PRESENTER")

Whereas, the PRESENTER wishes to engage the artistic services of the COMPANY to present a performance/residency, the details of which are set out below, therefore, in consideration of the mutual promises and agreements of the parties, their agreement is pursuant to the following terms:

1) ENGAGEMENT

A) The COMPANY agrees to present the following:

_____ Performance(s)

on: _____

at: _____

to take place in: _____

B) Residency activities as follows:

2) COMPENSATION

The total payment for the engagement shall be _____ dollars(\$ _____) and shall be paid to the Company as follows:

The compensation shall be by CERTIFIED OR OTHER CHECK OR CASH to the COMPANY as follows:

A. The first payment in the amount of _____ dollars (\$) shall be due 60 days prior to the first day of the performance/residency. This amount is payable to _____, FEDERAL I.D. #0000000000, and shall be sent to:

Address
City, State, Zip
Attention: _____

B. The final payment shall be made out as follows: _____
_____dollars (\$) made payable to _____

The final payment shall be given to the designated company representative on the first day of activity, upon arrival. The date and time of the payment are understood to be of the essence of this agreement. The COMPANY shall not perform if it has not received the above mentioned compensation or unless the Parties have otherwise agreed upon time of payment.

C. No deductions shall be made for reasons of taxation or expenses incurred by the PRESENTER before, during or after the engagement.

3) TECHNICAL REQUIREMENTS

The technical requirements in the attached Technical Requirements Sheet are essential to the COMPANY'S performance and residence activities and are understood to form an integral part of this agreement. The PRESENTER agrees to notify the COMPANY in writing of any special or other arrangements, or changes in agreed arrangements at least 6 weeks in advance of the performance-residency dates to determine if such alterations are acceptable to the COMPANY.

A. EXCHANGE OF TECHNICAL INFORMATION

The PRESENTER agrees to provide, not later than three months before performance, current ground plans and cross sections of the performing spaces(s) to be used by the COMPANY, drawn to scale and indicating all hanging positions, a lineset schedule, and a current inventory of functioning lighting instruments, sound equipment, and soft goods to be available for the COMPANY'S performance(s).

NOTE: The COMPANY is a non-yellow Card Attraction. IATSE stagehands are not required. If local rules specify their use, all necessary negotiations with the local and all expenses incurred remain solely between the PRESENTER and the local and will not affect the COMPANY.

CONTACT PERSONS: The persons responsible for scheduling details of the performance(s) and residency activities are:

for the COMPANY:

for the PRESENTER:

Contact Person

Tel: _____

Contact Person

Tel: _____

4) HALL

The PRESENTER agrees to provide, at its expense, a suitable and appropriate hall for the performance of the COMPANY, cleaned and heated to the satisfaction of the COMPANY'S representative. The PRESENTER further agrees to supply a House Manager, all ushers, ticket sellers, doormen and all other personnel necessary to permit the presentation of all printed programs, tickets, and other necessary printed materials.

5) CONCESSIONS

The PRESENTER shall furnish a location in the theatre lobby or adjacent to audience traffic an area for sale of the COMPANY'S concessions. The personnel needed for the sale of COMPANY items shall be arranged between the PRESENTER and the COMPANY prior to the first performance. The PRESENTER agrees that the COMPANY'S concessions may include recorded materials, printed matter, clothing and any other items (excluding food and beverages). All receipts from the sale of the COMPANY'S concessions shall be the sole property of the COMPANY.

6) PROGRAM

The COMPANY will provide for the PRESENTER all program information to be reproduced in full and exactly as offered to the PRESENTER in all printed programs. The COMPANY shall have the right to alter the program sent to the PRESENTER at any time up to and including the performance.

7) REPRODUCTION

The PRESENTER shall not authorize or permit, and shall take all steps necessary to prohibit and/or enjoin the recording, photography, transmission, and/or broadcast, or any other use whatsoever, by any means or through any media, of any portion of any performance or its rehearsal without written permission in advance by the COMPANY.

8) COMPLIMENTARY TICKETS

The PRESENTER agrees to provide the COMPANY with ten (10) complimentary tickets from among the highest price tickets for each performance. The PRESENTER shall be the only party authorized to issue such complimentary tickets.

9) SUBCONTRACTING RESIDENCY ACTIVITIES

The PRESENTER shall not sub-contract the COMPANY'S services to any other institution, school or other organization except with the written permission of the COMPANY.

10) TRANSPORTATION

The PRESENTER agrees to provide all local transportation for the COMPANY and its equipment to and from the hotel and all activities, including performances, master classes, lecture-demonstrations, etc.

11) INDEMNIFICATION

The PRESENTER agrees to indemnify and save harmless the COMPANY of and from all claims of all persons for personal injuries or property damage arising in any manner in connection with the performance(s) / residency activities, except to the extent that any such claim may be occasioned by the negligent act of the COMPANY, or its employees. The Company warrants it has all necessary and required releases, rights, licenses and permissions for the performance and indemnifies PRESENTER against all related claims.

12) IMPOSSIBILITY OF PERFORMANCE

A. The COMPANY shall be under no liability for failure to appear or perform in the event that the failure is caused by or due to the physical disability or illness of a member of the COMPANY, or acts or regulations of public authorities, labor difficulties, civil tumult, interruption or delay of transportation service, an act of GOD or other similar or dissimilar cause beyond the control of the COMPANY.

B. In the event that one or more members of the COMPANY is unable to perform because of ill health, physical disability, or other reasons beyond his or her control, the COMPANY shall use its best efforts to provide replacements of the same artistic quality for such member(s) of the COMPANY. In no event shall COMPANY be liable for the failure of any COMPANY member to perform.

C. The PRESENTER, upon signing this contract, is responsible for the full contractual fee unless the cancellation results from an Act of God as described above. If the execution of the contract shall be prevented for any of the foregoing reasons, both parties shall use best efforts to reschedule. If the COMPANY cancels the Engagement other than for reasons outlined above, it is responsible to PRESENTER for any and all publicity costs incurred by the PRESENTER for the Engagement including any direct out-of-pocket costs PRESENTER might have.

13) BOOKING MANAGEMENT (Optional)

This agreement shall not be binding for the COMPANY until executed on the COMPANY'S behalf by _____ (BOOKING AGENCY), as booking management for the COMPANY, and BOOKING AGENCY signs only as such management. It is agreed that BOOKING AGENCY is not obligated hereunder and shall not be responsible for any acts or defaults of the COMPANY. The PRESENTER acknowledges that it has not relied on any other representations of the COMPANY or BOOKING AGENCY in entering into this Agreement.

14) NOTICES

All notices to the COMPANY shall be in writing, addressed to it or c/o _____ Booking Agency Address, City, State, Zip. All notices to the PRESENTER shall be in writing, addressed to the PRESENTER at its address as set forth above.

15) LAW TO GOVERN

The validity, construction, and effect of this agreement, and all extensions, modifications, and amendments hereof, shall be in accordance with the laws of the State of Georgia.

16) BINDING EFFECT - NO ASSIGNMENT

This agreement sets forth the entire understanding between the parties with respect to the subject matter hereof an no modification, amendments or waiver of this agreement or any provision hereof shall be binding upon either party unless confirmed in a written document signed by both parties. This Agreement may not be assigned by PRESENTER and any purported assignment of same by PRESENTER shall be null and void.

IN WITNESS WHEREOF, Parties have executed this agreement as of the above date.

PRESENTER:

_____ Date: _____
TITLE: _____

COMPANY:

_____ Date: _____
TITLE: _____

List of Attachments: