

6. THE COMPANY

The Engagement Fee (section 3) reflects payment for a total of _____ persons participating in the engagement. This total consists of ___ performers (including Choreographer and/or Artistic Director, etc.) and ___ technical and other support personnel under the artistic direction of _____. If fewer persons than indicated above participate in the engagement, then the Engagement Fee will be reduced accordingly.

The Company will provide, at its expense, the following:

- a. All costumes, props, sets, slides, films, tapes, records, scenery and musical instruments with the exception of those provided by the Presenter as listed in Appendix C, The Technical Rider.
- b. All licenses and other permissions necessary for the Company's presentations in connection with the engagement including, but not limited to, choreography, music, designs, texts and performance rights.
- c. The exact program copy for all performances, which will not be altered or edited without written consent by the Company, to be received by the Presenter by _____ (**enter date**), unless otherwise agreed.
- d. Detailed information about technical, rehearsal, space and crew requirements, so noted as Appendix C, The Technical Rider.
- e. Publicity materials will be submitted to the Presenter by _____ (**enter date**) as necessary including press kits, photographs, slides and video, which the Presenter will use to publicize the residency. The Company will cooperate with interviews and other reasonable promotional activities before and during the engagement period.

7. THE PRESENTER

The Presenter will provide, at its expense, the following:

- a. A theater or other appropriate performing space, equipped with adequate lighting and sound systems, that is acceptable to the Company, as well as such other adequate spaces as the engagement may require. Each space will be adequately heated or cooled as necessary; will be clean, licensed and in good order; and will have dressing rooms and a surface for performing that are acceptable to the Company.
- b. Detailed information about the Presenter's performance facility, including ground plans and lighting and equipment inventory, is to be attached to this Agreement as the first supplement to Appendix C.
- c. Such front-of-house and backstage staff as normally required for the efficient operation of performances and other activities, and all tickets programs and publicity required, including the costs of printing and mailing.
- d. All government-required permits and insurance for its facilities and activities.
- e. _____ complimentary tickets from among the highest priced tickets for each performance for the exclusive use of the Company. These tickets are in addition to any tickets requested for funders, press and presenters.

8. TECHNICAL REQUIREMENTS

The Presenter agrees to provide the Company with technical specifications of the theater and other facilities to be used during the engagement, to be attached as Appendix C. The Company will provide a Technical Rider, Appendix C, as part of this agreement. The Presenter is responsible for the Company's technical needs, rehearsal, space and crew requirements as specified.

9. CONCESSIONS

The Company may sell merchandise including, but not limited to, tee shirts and CDs. The Company and Presenter agree to enter into a separate negotiation regarding the sale of such items, the staffing required and the financial arrangements between the two parties.

10. BROADCAST

The Presenter agrees to prevent any broadcasting, photographing, recording or reproducing of any engagement activity unless the express prior written consent of the Company has been obtained.

11. BILLING NAME

The name under which this engagement will be billed for all activities is _____. For all public and promotional purposes, the Artistic Director shall be referred to as _____.

12. FUNDING CREDITS

The Presenter will be provided with exact funding credits to be included in the program copy by _____ (**enter date**). These credits are obligatory and may not be altered without the express written consent of the Company.

13. EXCLUSIVITY

The Company agrees not to accept any other performance engagement for a period of thirty (30) days prior to or following the performances described in this Agreement within a radius of fifty (50) miles from the location of these performances without the express prior consent of the Presenter.

14. CONTRACT

The presenter agrees to execute the contract fully in a manner that is timely and efficient. Changes to the contract **may not** be considered if contract is not returned within 60 days of presenter's receipt of contract. The company retains the right to cancel all engagements in which a fully executed contract has not been signed and returned no later than 30 days prior to the engagement.

15. HOLD HARMLESS

The Company agrees to indemnify and hold harmless the Presenter from and against all claims, losses, judgments, demands and expenses (including reasonable attorneys' fees arising out of or in connection with engagement activities), except to the extent that such claims result from the Presenter's wrongdoing. This indemnification includes, without limitation, claims resulting from: loss, damage or injury to property; personal injury or loss of life; infringements of copyrights or other artistic or other rights; and breaches or alleged breaches of this Agreement.

13. INSURANCE

The Presenter shall obtain and keep in force a comprehensive general liability insurance policy, in standard form, protecting against any and all liabilities arising out of or relating to the engagement in a combined single limit of one million dollars (\$1,000,000.00) per occurrence in respect of injuries to or death of any person or persons and destruction of or damage to any property. The Company shall obtain and keep in force an entertainer's liability insurance policy in standard form, protecting the Presenter against any and all liabilities arising out of or relating to the engagement in a combined single limit of one million dollars (\$1,000,000.00) per occurrence in respect of injuries to or death of any person or persons and destruction of or damage to any property arising out of acts, omissions or occurrences by Company.

16. ACTS OF GOD

No party to this Agreement will be liable for failure to appear, present or perform in the event that such failure is caused by the physical disability of the Company, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service or any other cause beyond the control of any party. In such a case, all parties will make their best efforts to re-schedule the engagement. The Company will make its best effort to provide replacements of the same substantial artistic quality should any member of the Company be unable to perform as scheduled, and will be the sole judge of the artistic quality of such replacements.

If, under the terms of this paragraph, the entire engagement must be canceled prior to the Company's departure for the engagement or for the consecutive tour of which the engagement is a part, any sums advanced to the Company will be returned to the Presenter with the exception of non-refundable airfares committed in good faith prior to notification of any such cancellation.

If, under the terms of this paragraph, performances or other activities must be canceled after the Company's arrival in the Presenter's city, and in recognition of the fact that the Company will have thereby irrevocably incurred many expenses covered by its fee, the Presenter will use its best effort to meet its financial obligation(s) to the Company as detailed in Paragraph 2. In such a case, the Company, in recognition of the Presenter's predicament, will use its best efforts to be accommodating.

17. CANCELLATION

In the event of cancellation by the Presenter for reasons other than stated in section 16, the Presenter agrees to pay the Company the total residency fee. In the event of cancellation by the Company for reasons other than stated in section 16, the Company agrees to pay the Presenter 10% of the total residency fee. If the Company has received Presenter money in advance for the residency, the Company agrees to reimburse the Presenter 100% within thirty (30) days of cancellation.

18. DISPUTE RESOLUTION

In the event of any dispute between the Company and the Presenter concerning any element of this Agreement, the parties will attempt to resolve such differences. If a resolution of the conflict cannot be reached, then the parties will submit to binding arbitration by the American Arbitration Association.

19. ENTIRE AGREEMENT

This Agreement, including Appendices A and B, sets out the parties' entire understanding concerning its subject matter, and may be modified only by written agreement signed by all the parties. It will be construed in accordance with the laws of _____ (state) applicable to contracts executed in that state.

All the terms of this Presenting Agreement as listed are hereby agreed upon,

FOR COMPANY:

_____	_____
[Signature]	[Date]
_____	_____
[Print Name]	[Title/Position]

FOR PRESENTER:

_____	_____
[Signature]	[Date]
_____	_____
[Print Name]	[Title/Position]

APPENDIX A: CONTACT SHEET

ARTISTCOMPANY

Name:			
Address:			
Phone:		Fax:	
Email:			
Web:			

	Name:	Title:	Email:	Phone:
Artistic Director:				
Technical Director:				
Publicity/Promotion:				
Finance/Contracts:				
Coordinator/Logistics:				
Other:				

PRESENTER

Name:			
Address:			
Phone:		Fax:	
Email:			
Web:			

	Name:	Title:	Email:	Phone:
Artistic Director:				
Technical Director:				
Publicity/Promotion:				
Finance/Contracts:				
Coordinator/Logistics:				
Other:				

APPENDIX C: TECH RIDER

- As per Agreement, the Company's Tech Rider for the piece being presented is attached.
- As per Agreement, the Presenter's Tech Rider for the venue at which the Company will be presented is attached.