



Agreement ID: C \_\_\_\_\_

**FY2010 PERFORMANCE RESIDENCY AGREEMENT  
NATIONAL PERFORMANCE NETWORK  
For Residencies Occurring between July 1, 2009 – June 30, 2010**

**AGREEMENTS MUST BE SUBMITTED NO LATER THAN 60 DAYS PRIOR TO THE START DATE OF THE RESIDENCY.**

**NPN PARTNERS:** Check to verify you have fully familiarized yourself with the FY2010 NPN Performance Residency Guidelines:   
 Check to verify that you have made the "Fractured Atlas Associate Membership Info Sheet" available to the Artist:

**PERFORMANCE TITLE:**

The parties to this FY2010 National Performance Network ("NPN") Performance Residency Agreement are:

**ARTIST COMPANY** Hereinafter referred to as "Artist"

[Artist Company Name]			
[Street]			
[City, State, Zip]			
[Contact]	[title]		
[Phone]	[email]		
[Webpage]			
[Artist SS#]	- -	OR	[Artist Company Federal ID #] -

Discipline (check ONE):  dance  music  theater  performance art  puppetry  spoken word  multi-discipline

**NPN PARTNER** Hereinafter referred to either as "NPN Partner" or "Presenter(s)"

[NPN Partner Name]			
[Street]			
[City, State, Zip]			
[Contact]	[title]		
[Phone]	[email]		
[NPN Partner Federal ID #]	-		

**CO-PRESENTER** Hereinafter referred to as "Presenter(s)"

[Co-Presenter Name]			
[Street]			
[City, State, Zip]			
[Contact]	[title]		
[Phone]	[email]		
[Co-Presenter Federal ID #]	-		

and, to the extent of its interest: **National Performance Network (NPN) Tel: 504.595.8008; Fax: 504.595.8006**  
**Contact website for current address: <http://www.npnweb.org/contact/>**

Through this Agreement, the parties are joining together to create a NPN Performance Residency that is one of a national series of residencies supported with funding from: the Doris Duke Charitable Foundation, Ford Foundation, Nathan Cummings Foundation, Altria, MetLife Foundation, and the National Endowment for the Arts (a federal agency). The NPN Performance Residencies are designed to support the work and creative processes of contemporary performing artists of diverse cultural backgrounds in dance, music, theater, performance art, puppetry, and spoken word based in all regions of the U.S. and to reduce the isolation of artists from their peers and public communities across the country. Although this document governs the conduct of the parties in carrying out a single residency, it will be interpreted in accordance with the overall goals of the Network.

The NPN Partner shall be responsible for payment to the artist, payment of other associated fees, and the administration of the NPN Performance Residency as described in this Agreement, while NPN shall have no financial responsibility other than the payment of the subsidy as described in Section 6. In the case of co-presentations, the NPN Partner serves as the lead presenter, thus acting as the liaison between the Artist and NPN. Hereinafter, the NPN Partner and the Co-presenter, if applicable, may be referred to collectively as "Presenter(s)," however the VAN Partner maintains the primary responsibility described herein.

**All Agreements must be emailed to [Stanlyn@npnweb.org](mailto:Stanlyn@npnweb.org) for approval prior to signing. After approval, signed original hard copies of the Agreement (one copy for each party) must be received by the NPN office no later than sixty (60) days prior to the start date of the residency, unless otherwise approved.**



	Amount	Date to be paid
<b>Total Artist Fee (5a): Same as Rider B. tally</b>	<b>\$</b>	
Less Housing (if applicable and paid by the Presenter(s)):	-- \$	
Less Transportation (if applicable and paid by the Presenter(s)):	-- \$	
<b>Total Payment (less costs paid directly by Presenter(s))</b>	<b>\$</b>	
<b>Payment 1:</b>	\$	//
<b>Payment 2: (if applicable)</b>	\$	//

e. In the case of co-Partnership involving split financial obligations, indicate which party will assume responsibility for which payments to the Artist Company:

Amount	Date to be paid	Presenter(s) responsible for payment
\$	//	
\$	//	

**6. SUBSIDY FROM NPN TO NPN PARTNER**

a. The NPN agrees to pay the NPN Partner the sum of \$ \_\_\_. (This amount should match the NPN Subsidy in Rider B) which represents  42% subsidy of the Artist Fee, rounded to the nearest dollar, of the total NPN Artist Fee, or  the maximum subsidy request of \$6,000, whichever is less. This NPN Subsidy will be made payable by check to: \_\_\_ to be delivered to the NPN Partner no later than thirty business days after receipt of original, signed contract. The NPN has no other financial obligation or liability, expressed or implied beyond that described in this Section 6.

b. In the case of co-Partnership involving split financial obligations, indicate which portions of the above total subsidy are to be paid to each cooperating NPN Partner:

Amount	NPN Partner to receive this portion of the NPN subsidy
\$	
\$	

**7. PRODUCTION AND PRESENTATION**

A. Artistic Production:

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

- a. All costumes, props, sets, slides, films, tapes, records, scenery, musical instruments and special lighting and other equipment, except that the Presenter(s) may be required to furnish an appropriate piano if this is specified in Rider D.
- b. All licenses and other permissions necessary for the Artist Company's presentations in connection with the residency including, but not limited to, choreography, music, designs, texts and performance rights.

B. Technical Production:

The Presenter(s) will provide, at its expense, the following:

- a. House and backstage staff as are normally required for the operation of performances and other activities, and all tickets, programs and publicity required, including the costs of printing and mailing.
- b. All government-required permits and insurance for its facilities and activities. The Artist Company is advised that such coverage is limited. It is recommended that the Artist Company procure its own coverage for its personnel, equipment, property and activities.

C. Facility

- a. The Presenter(s) will provide, at its expense, a theater or other appropriate performing space, equipped with adequate lighting and sound systems, that is acceptable to the Artist 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 Artist Company.
- b. The Presenter(s) will provide to the Artist Company descriptions of the facilities to be used. It is the Artist Company's responsibility to examine the information supplied by the Presenter(s) before signing this Agreement. In executing this Agreement, the Artist Company acknowledges that the facilities offered are substantially commensurate with its artistic and technical requirements.
- c. Detailed information about the Presenter(s)'s performance facility, including ground plans and lighting and equipment inventory, is to be attached to this Agreement as the first supplement to Rider D. Detailed information about the Artist Company's technical, rehearsal, space and crew requirements is to be attached to this Agreement as the second supplement to Rider D.

D. Production Liaison

In the case of co-Partnership, indicate which party is to exchange technical information with the Artist Company: \_\_\_

E. Production Related Costs

All the parties understand that production costs incurred by either the Presenter(s) or the Artist Company have no bearing on the official residency fee or on the NPN subsidy. Crew and equipment requirements specified by the Artist Company after this Agreement is signed will be at the sole expense of the Artist Company unless such revisions have been approved in writing by the Presenter(s) and a rider specifying such revisions, signed by all the parties, has been appended to this Agreement.

F. Local Transportation

- a. The Artist Company will be responsible, unless otherwise agreed, for the normal costs of reasonably priced local transportation between the location of the Artist Company's housing and the primary facility of the Presenter(s). The Presenter(s) will be responsible for extraordinary transportation costs made necessary by activities at other locations, such as in suburbs or neighboring cities. In the case of any dispute involving such costs, the NPN will have the sole power finally to determine the dispute.
- b. The Presenter(s) will make its (their) best efforts to provide complimentary transportation to and from the airport in the host city, but this is a courtesy and not a residency obligation.

**8. PROMOTION**

- A. The Artist Company will provide, at its expense, the following:
  - a. The exact program copy for all performances, including any funding credits which the Artist Company deems appropriate or required, which will not be altered or edited without the express consent of the Artist Company, to be received by the Presenter(s) no later than \_\_\_\_\_. In the case of co-Partnership, indicate who is to receive the program copy:
  - b. The following publicity materials, which the Presenter(s) will use to publicize the residency:
 

Press Kit(s):	Quantity:			
Photographs:	Quantity:		Description:	
Slides:	Quantity:		Description:	
DVD or CD Rom with Images:	Quantity:		Format:	
DVD or CD Rom with video:	Quantity:		Format:	
Other (please specify):				
  - c. In the case of co-Partnership, indicate which Presenter(s) is to receive the promotional materials: \_\_\_\_\_.
  - d. The/Co-Presenter agrees to consult with the Artist Company regarding the development of a publicity strategy or campaign and to use the publicity materials supplied by the Artist Company in the context for which they were intended. The Artist Company will cooperate with interviews and other reasonable promotional activities before and during the residency.
- B. The Presenter(s) will provide, at its expense, the following basic production/presentation services:
  - a. Such front-of-house and backstage staff as are 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.
  - b. \_\_\_\_\_ Complimentary house tickets from among the highest priced tickets for each performance, unless otherwise agreed in advance. This allotment is in addition to any tickets offered by the Presenter(s) to the press, staff and panelists from state, regional or federal arts agencies or to the NPN National Office. The Presenter(s) will be the only party to issue such complimentary tickets.
- C. The Presenter(s) agrees to use reasonable efforts to prevent any broadcasting, photographing, recording or reproducing of any engagement activity without the express prior written consent of the Artist Company.
- D. The name under which the Artist Company will be billed for all residency activities is: \_\_\_\_\_.
- E. NPN Credit for NPN Performance Residency
  - a. The NPN logo and following text will appear in its entirety in all programs and press releases pertaining to the residency:
 

*<<NPN Partner Name>> is a NPN Partner of the National Performance Network (NPN). This project is made possible in part by support from the NPN Performance Residency Program. Major contributors of NPN include the Doris Duke Charitable Foundation, Ford Foundation, the National Endowment for the Arts (a federal agency), the MetLife Foundation and the Nathan Cummings Foundation.*
  - b. The NPN logo and the following abbreviated credit will appear on flyers, calendars, and mailers:
 

*This project is made possible in part by support from the National Performance Network (NPN) Performance Residency Program. For more information: [www.npnweb.org](http://www.npnweb.org).*
  - c. The NPN logo and credit lines are available to download on npnweb.org on the "Programs/NPN Performance Residency" webpage.
  - d. All other uses of the National Performance Network's name, acronym or logo must be approved in advance of printing and distribution by the NPN National Office.
- F. The Presenter(s) will send two copies each of all programs, flyers, handbills, press releases and any other publicity and promotional materials to the Artist Company as well as one copy of any articles, feature stories, listings and reviews pertaining to the residency which come to its attention.
- G. In addition to the above credit language, the Artist Company may refer to the residency in its own general promotional and publicity materials, including a description of activities, date(s), and the Presenter(s)' name. The Artist may refer to its participation in the National Performance Network, but only in the following form: "[Artist] has participated in a residency sponsored by the National Performance Network." NPN may also refer to the Artist Company's participation in NPN in its own general promotional, publicity and/or fundraising materials.

**9. DOCUMENTATION**

- A. The Presenter(s) is encouraged to photo-document the residency activities and should submit a CD Rom or DVD with no fewer than two (2) high resolution digital photographic images (300 dpi or greater) formatted as JPEG files as an attachment to the final report. Documentation should include images of the Artist Company's original works of performance presented during the NPN Performance Residency and may include, but are not limited to, images of the Artist, original works of art by the Artist, process/studio work, residency activities, the presentation on the stage, and detail images. Images must be submitted with photographic descriptions including the subject of the images, names of people in the images, and the name of the photographer. The Artist and/or Presenter(s) represent and warrant to NPN that all licenses and/or clearances have been obtained for use of the images.
- B. The Artist and Presenter(s) grant NPN a limited license of visual materials (i.e. images of primary sources, such as video or photos of performance, and secondary sources, such as photographs activities associated with the NPN Performance Residency) for the purpose of educational/cultural publication and presentation directed to a limited professional and peer audience, including but limited to, NPN educational/cultural publications and presentations, which may include printed promotional materials, such as the NPN Directory and the website npnweb.org. There shall be no fee payable to the Artist and/or the Presenter(s) for this limited license.
- C. If a photograph itself is copyrighted by a party other than the Artist or Presenter(s), then the Artist and Presenter(s) understand that such photograph may be rejected for publication and presentation unless permission and fee waivers are obtained.
- E. NPN agrees to publish citations, crediting NPN Partner, Artist, and Co-Presenter, along with the reproduction of visual images.

**10. REPORTING RESPONSIBILITIES**

The NPN Partner and the Artist understand that evaluation of NPN programs is an important part of NPN's obligation to funding organizations and individuals. Therefore, the parties agree to submit completed final reports on this engagement **no later than 30 days** following the end date of the residency. **NPN Partners and Artists failing to submit timely final reports may be ineligible to receive future support from NPN.** Final Report forms are available to download on [npnweb.org](http://npnweb.org) on the Program/NPN Performance Residency webpage.

#### 11. CANCELLATION

- A. In the event of cancellation by the Presenter(s) for reasons other than those stated in Paragraph 12, the Presenter(s) agrees to pay the Artist Company 15% of the total residency fee or any out-of-pocket costs advanced by the Artist Company as specified in Rider B, whichever is greater. If the NPN Partner(s) has received NPN money in advance for this residency, the NPN Partner(s) agrees to reimburse the full amount to NPN within a thirty (30) day period of the cancellation date.
- B. In the event of cancellation by the Artist Company for reasons other than those stated in Paragraph 12, the Artist Company agrees to reimburse the Presenter(s) 15% of the total residency fee and full costs advance by the Presenter. If the Artist Company has received Presenter(s) or NPN money in advance for the residency, the Artist Company agrees to reimburse the Presenter(s) the full amount and/or NPN within a thirty (30) day period of the cancellation date.

#### 12. FORCE MAJEUR

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 Artist Company arising after the date of execution of this Agreement, or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service or act of God, nature or war. In such a case, all parties will make their best efforts to re-schedule the residency to occur within 6 months of originally scheduled performances. The Artist Company will use its best effort to provide replacements of the same substantial artistic quality should any member of the Artist Company be unable to perform as scheduled and will be the sole judge of the artistic quality of such replacements.

#### 13. INDEMNIFICATION

- A. The Artist Company agrees to indemnify and hold harmless the Presenter(s) from and against all claims, losses, judgments, demands and expenses (including reasonable attorneys' fees) arising out of or in connection with the Artist Company's acts or omissions associated with the engagement activities, as well as those acts or omissions of those acting on the Artist Company's behalf. This indemnification includes, without limitation, claims resulting from: loss, damage or injury to property; personal injury or loss of life; infringements of copyrights or artistic or other rights; and breaches or alleged breaches of this Agreement.
- B. Both the Artist Company and the Presenter(s) agree to indemnify, hold harmless and release NPN, its officers, employees, agents and related entities, from and against all claims, losses, judgments, demands and expenses, including reasonable attorneys' fees. This indemnification and release includes, without limitation, claims resulting from: loss, damage or injury to property; personal injury or loss of life; infringements of copyrights or artistic or other rights; and breaches or alleged breaches of this Agreement.

#### 14. INSURANCE

##### Comprehensive General Liability

- A. The Presenter(s) shall obtain and keep in force a comprehensive general liability insurance policy, in standard form, protecting NPN against any and all liabilities arising out of or relating to residency and public performance 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.
- B. The Artist Company shall obtain and keep in force a liability insurance policy in standard form, protecting NPN and the Presenter(s) against any and all liabilities arising out of or relating to residency and public performance 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 Artist Company.

##### Worker's Compensation and/or Disability Insurance

- A. The Presenter(s) represents and warrants that all staff under their control, such as technical production and house staff, are covered by Worker's Compensation and/or Disability Insurance procured by the Presenter(s) to the extent such coverage is required.
- B. The Artist Company represents and warrants that all individuals rehearsing and/or performing with or providing rights or services to the Artist Company during or related to the Artist Company's residency have been engaged by the Artist Company and are covered by Worker's Compensation and/or Disability Insurance procured by the Artist Company to the extent such coverage is required.

##### Open Arts Network

NPN and Fractured Atlas ([www.fracturedatlas.org](http://www.fracturedatlas.org)) have formed a collaborative partnership through which NPN can offer free Fractured Atlas Associate Memberships to NPN Partners and artists. Associate Members of Fractured Atlas can access discount liability insurance and healthcare among other services. For more information please consult the "Fractured Atlas associate Membership Info Sheet" included with this Agreement.

14. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties that NPN may under no circumstances be held liable for the failure, breach or alleged breach by any other party hereto of any of such party's responsibilities, obligations, warranties or representations made herein.
15. Special circumstances involving co-Partnership not adequately described in this standard Agreement should be detailed in an exhibit labeled Rider G, initialed by the parties and made a part of this Agreement.
16. No party may assign this Agreement without the prior written consent of the others. This Agreement shall be binding upon, and inure to the benefit of the parties' respective successors and permitted assigns.

- 17. All notices, claims, requests, demands and other communications hereunder or in connection with transactions contemplated herein must be in writing and will be deemed to have been duly given if delivered in person or mailed by registered or certified mail, postage prepaid, return receipt requested, to the parties at the addresses listed hereinabove.
- 18. In the event of any dispute between the Artist Company and the Presenter(s) concerning any element of this Agreement, NPN may, after reviewing the relevant issues, recommend that the parties submit the issues in dispute to mediation for resolution.
- 19. This Agreement, including its appendices and the exchange of consideration for which it provides, sets out the parties' entire understanding concerning its subject matter, and may be modified only by a written agreement signed by all the parties. If any part of this Agreement is deemed void or invalid by a court of competent jurisdiction, that decision shall not affect any other provisions hereof, and the remainder of this Agreement shall be effective as though such void or invalid provision had not been contained herein. The waiver by any party of any term or condition of this Agreement, or any part hereof, shall not be deemed a waiver of any other term or condition of this Agreement, or of any later breach of this Agreement, or of any part thereof.
- 20. This Agreement shall be governed by the laws of the State of Louisiana applicable to agreements made and wholly performed therein. In the event of a dispute, the parties shall use their best efforts to resolve any dispute that may arise between them concerning this Agreement in an informal manner. In the event a dispute cannot be settled in an informal manner, such dispute shall be submitted for judgment in any court having competent jurisdiction thereof. The parties hereto agree to submit to the jurisdiction of the state and federal courts of the State of Louisiana.
- 21. This Agreement totals **13 pages**.

**FOR ARTIST COMPANY:**

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

**FOR NPN PARTNER:**

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

**FOR CO-PRESENTER:**

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

**FOR NPN:**

[Signature]	[Date]
Wesley V. Montgomery	Chief Operating Officer
[Print Name]	[Title/Position]

**RIDERS**

The following riders must be attached to this Agreement. **Initial** below that they are attached to this Agreement.

	Artist	NPN Partner	Co-Presenter	NPN
Rider A: <b>Contact Information.</b>	_____	_____	_____	_____
Rider B: <b>NPN Artist Company Fee Computation Worksheet.</b>	_____	_____	_____	_____
Rider C: <b>Technical Requirements.</b>	_____	_____	_____	_____
Rider D: <b>Special Provisions Relating to Musicians-in-Residence.</b>	_____	_____	_____	_____
Rider E: <b>Child-Care Options.</b>	_____	_____	_____	_____
Rider F: <b>Artist Company Demographics.</b>	_____	_____	_____	_____

**EACH RIDER MUST ALSO BE INITIALED BY ALL PARTIES.**

**RIDER A  
CONTACT SHEET**

**ARTIST COMPANY**

*Artistic Director*

Name			
Title			
Address			
Tel.		Fax	
Email			

*Artist Company Manager*

Name			
Title			
Address			
Tel.		Fax	
Email			

*Technical Director – sign p. 10*

Name			
Title			
Address			
Tel.		Fax	
Email			

*Publicity/Promotion Matters*

Name			
Title			
Address			
Tel.		Fax	
Email			

**NPN PARTNER**

*Artistic Matters*

Name			
Title			
Address			
Tel.		Fax	
Email			

*Financial/Logistical Matters*

Name			
Title			
Address			
Tel.		Fax	
Email			

*Technical/Production Matters- sign p. 10*

Name			
Title			
Address			
Tel.		Fax	
Email			

*Publicity/Promotion Matters*

Name			
Title			
Address			
Tel.		Fax	
Email			

**CO-PRESENTER (OPTIONAL)**

*Artistic Matters*

Name			
Title			
Address			
Tel.		Fax	
Email			

*Financial/Logistical Matters*

Name			
Title			
Address			
Tel.		Fax	
Email			

*Technical/Production Matters*

Name			
Title			
Address			
Tel.		Fax	
Email			

*Publicity/Promotion Matters*

Name			
Title			
Address			
Tel.		Fax	
Email			

NATIONAL PERFORMANCE NETWORK'S NATIONAL OFFICE: Contact website for current address: <http://www.npnweb.org/contact/>  
 Tel: 504.595.8008; Fax: 504.595.8006; Email: [stanlyn@npnweb.org](mailto:stanlyn@npnweb.org)

INITIALS:            Artist: \_\_\_\_\_            NPN Partner: \_\_\_\_\_            Co-Presenter: \_\_\_\_\_            NPN: \_\_\_\_\_  
 Date: \_\_\_\_\_            Date: \_\_\_\_\_            Date: \_\_\_\_\_            Date: \_\_\_\_\_

**RIDER B**  
**NPN ARTIST COMPANY FEE COMPUTATION**

**A. SALARIES AND WAGES**

Number of artists, including Director(s): \_\_\_\_\_  
 Number of technical and other support personnel: \_\_\_\_\_  
 Specify function of each technician or other non-performing personnel: (1) \_\_\_\_\_  
 (2) \_\_\_\_\_  
 Total number of persons: a) \_\_\_\_\_ Length of residency in weeks: b) \_\_\_\_\_  
**Total Salaries and Wages: Multiply (a) x (b) x \$700 ..... A = \$ \_\_\_\_\_**

**B. FRINGE**

*Fringe benefits will be reimbursed to the Artist Company at a rate of 20% of salaries (i.e., at the rate of \$140 per person per week) for personnel (artists and tech) on salary for the residency being contracted herein, and only for the personnel actually placed on salary for the specified time. Fringe is paid to offset costs such as health insurance, unemployment, disability, social security, retirement etc.*  
 Total number of persons paid salaries by the Artist Company: (c) \_\_\_\_\_  
 Total number of persons paid fees (contract employees) by the Artist Company: (d) \_\_\_\_\_  
 Length of residency in weeks: (b) \_\_\_\_\_  
**Total fringe payments: Multiply (c) x (b) x \$140 ..... B = \$ \_\_\_\_\_**

**C. TRANSPORTATION**

*While NPN Residencies are intended to be part of larger tours, all parties understand that the fee structure is designed to pay the direct costs only involved in this residency contracted herein and that, consequently, travel costs reimbursed by other projects and programs may not be reimbursed by NPN and must not be reflected below. All questions concerning reimbursable travel costs should be referred to the NPN Program Specialist.*  
 Cost of the most economical means of round-trip transportation, consistent with the residency schedule, between the Artist's home base and the Presenter(s)'s city: (not inclusive of ground transportation- see p. 3, 7F- Local Transportation)

Check if by:  air  train  other – please specify: \_\_\_\_\_  
 Cost per round-trip ticket: (e) \$ \_\_\_\_\_ Number of persons traveling (a) \_\_\_\_\_  
**-OR-**  
 Mileage reimbursement Miles, one-way, from Artist studio/home to Presenter \_\_\_\_\_ X \$0.405 = \$ \_\_\_\_\_ X 2 = (f) \$ \_\_\_\_\_  
Obtain door-to-door mileage from mapquest.com Calculate roundtrip reimbursement  
**-OR-**  
 Enter Total Group Travel Cost: (g) \$ \_\_\_\_\_, and explain:  
 Check if Presenter pays directly for transportation:   
**Total transportation: Multiply (a) x (e) OR (f) OR (g) ..... C = \$ \_\_\_\_\_**

**D. HOUSING**

*It is the expectation that all Artist Company members are in the community for the entire length of the NPN Performance Residency per p. 2 #4; in special circumstance, please provide explanation for Housing in line (g) and Food Per Diems in line (k). Costs should NOT include any food or phone charges.*  
 Number of persons traveling: (a) \_\_\_\_\_  
 Number of nights Artist Company will be in residence: (g) \_\_\_\_\_  
 \* Explain (g) (optional): \_\_\_\_\_  
 San Francisco or New York City Partners Multiply (a) x (g) x \$90  
 All other Partners Multiply (a) x (g) x \$75 (h) \_\_\_\_\_  
 Actual cost of housing, including taxes: (i) \_\_\_\_\_  
*If suitable free housing is procured for the Artist Company, (i) should be \$0*  
 Check if Presenter(s) pays directly for housing:   
**Housing allotment: Enter the lower of (h) or (i) ..... D = \$ \_\_\_\_\_**

**E. FOOD PER DIEMS**

Number of persons traveling: (a) \_\_\_\_\_  
 Number of days the Artist Company will be in residence: (k) \_\_\_\_\_  
 \* Explain (k) (optional): \_\_\_\_\_  
*A total of one travel day is allowed, provided that the totals not exceed 7 for a one-week residency and 14 for a two-week residency.*  
**Food per diems: Multiply (a) x (k) x \$40 ..... E = \$ \_\_\_\_\_**

**All parties understand that the amounts listed in sections A through E are caps. Any additional expenses for these items necessitated by additional Artist Company personnel will be at the Artist Company's sole expense unless these additions are agreeable to the Partner(s) and have been approved in writing by NPN.**

**INITIALS:** Artist: \_\_\_\_\_ NPN Partner: \_\_\_\_\_ Co-Presenter: \_\_\_\_\_ NPN: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

**F. MISCELLANEOUS ADMINISTRATIVE EXPENSE ALLOWANCE**

The Miscellaneous Administrative Expense Allowance is paid to the Artist Company for miscellaneous administrative expense that the Artist Company might incur before, during and after the Residency. Allowance can be used towards:

- freight cost for shipping sets, equipment
- local transportation
- long-distance calls, postage, office supplies
- costume cleaning and repair, etc.
- administrative staff, booking commissions
- CGL insurance
- Etc.

Check applicable fixed amount:

- Fixed amount for a one-week residency = \$1,500
- Fixed amount for a two-week residency = \$1,700

**Miscellaneous administrative expense allowance** ..... **F = \$** \_\_\_

**G. ARTISTIC DIRECTOR CONTINGENCY FUND**

Fixed amount for a one- and two-week residency= \$300

**Artistic Director Contingency Fund** ..... **G = \$** 300

**TOTAL ARTIST COMPANY FEE (should match amount on page 2)**

A. Salaries and Wages		\$	___
B. Fringe	+	\$	___
C. Transportation	+	\$	___
D. Housing	+	\$	___
E. Food per diems	+	\$	___
F. Misc. Administrative Expense Allowance	+	\$	___
G. Artistic Director Contingency Fund	+	\$	<u>300</u>
<b>Total Artist Company Fee</b>	=	\$	___

**NPN SUBSIDY (should match amount on page 3)**

For one-week residency: Check subsidy which is less

- Total Artist Company Fee \$ \_\_\_ x 42% = \$ \_\_\_
- OR  NPN Subsidy Cap of \$ 6,000.00

For two-week residency: Check subsidy which is less

- Total Artist Company Fee \$ \_\_\_ x 42% = \$ \_\_\_
- OR  NPN Subsidy Cap of \$ 12,000.00

INITIALS:      Artist: \_\_\_\_\_      NPN Partner: \_\_\_\_\_      Co-Presenter: \_\_\_\_\_      NPN: \_\_\_\_\_  
 Date: \_\_\_\_\_      Date: \_\_\_\_\_      Date: \_\_\_\_\_      Date: \_\_\_\_\_

**RIDER C  
TECHNICAL REQUIREMENTS**

It is **suggested** that the Presenter(s) attach to this rider a copy of the current ground plan and lighting and equipment inventory supplied to the Artist Company. **It is required that the Artist Company attach to this rider a copy of the technical specification sheet applicable to the residency and supplied to the Presenter(s).**

Technical Rider is attached (check box)

List below any lighting, sound or other technical equipment, musical instruments, props, set elements, flooring, crew, space and time required for residency activities and performances which are not normally provided by the Presenter(s) to visiting artists at the Presenter(s)'s sole expense, but which are required by the Artist Company for the residency. For each item, specify the estimated cost and the proportions of that cost to be assumed by the Presenter(s) and by the Artist Company. Attach and initial an additional sheet, if necessary.

Description of item	Estimated Cost	Artist Share (%)	NPN Partner Share (%)	Co-Presenter Share (%)
	\$	%	%	%
	\$	%	%	%
	\$	%	%	%
	\$	%	%	%
	\$	%	%	%
	\$	%	%	%
	\$	%	%	%
	\$	%	%	%

The undersigned hereby attest to the accuracy of the information they have sent and to their understanding of the information they have received. All the parties understand that any revisions made to this information after this Agreement is signed must be approved in writing by the NPN Coordinator, the Presenter(s) and the Artist Company. All the parties further understand that any additional items required by the Artist Company will be at the Artist Company's sole expense unless otherwise agreed in writing and signed by all the parties.

**ARTIST COMPANY AUTHORIZED SIGNATURES:**

_____	_____	_____	_____
[Artistic/Executive Signature]	[Date]	[Technical Director Signature]	[Date]
_____	_____	_____	_____
[Print Name]		[Print Name]	

**NPN PARTNER AUTHORIZED SIGNATURES:**

_____	_____	_____	_____
[Artistic/Executive Signature]	[Date]	[Technical Signature]	[Date]
_____	_____	_____	_____
[Print Name]		[Print Name]	

**CO-PRESENTER AUTHORIZED SIGNATURES:**

_____	_____	_____	_____
[Artistic/Executive Signature]	[Date]	[Technical Director Signature]	[Date]
_____	_____	_____	_____
[Print Name]		[Print Name]	

**NATIONAL PERFORMANCE NETWORK AUTHORIZED SIGNATURE:**

_____	_____	Chief Operating Officer
[Signature]	[Date]	[Title]

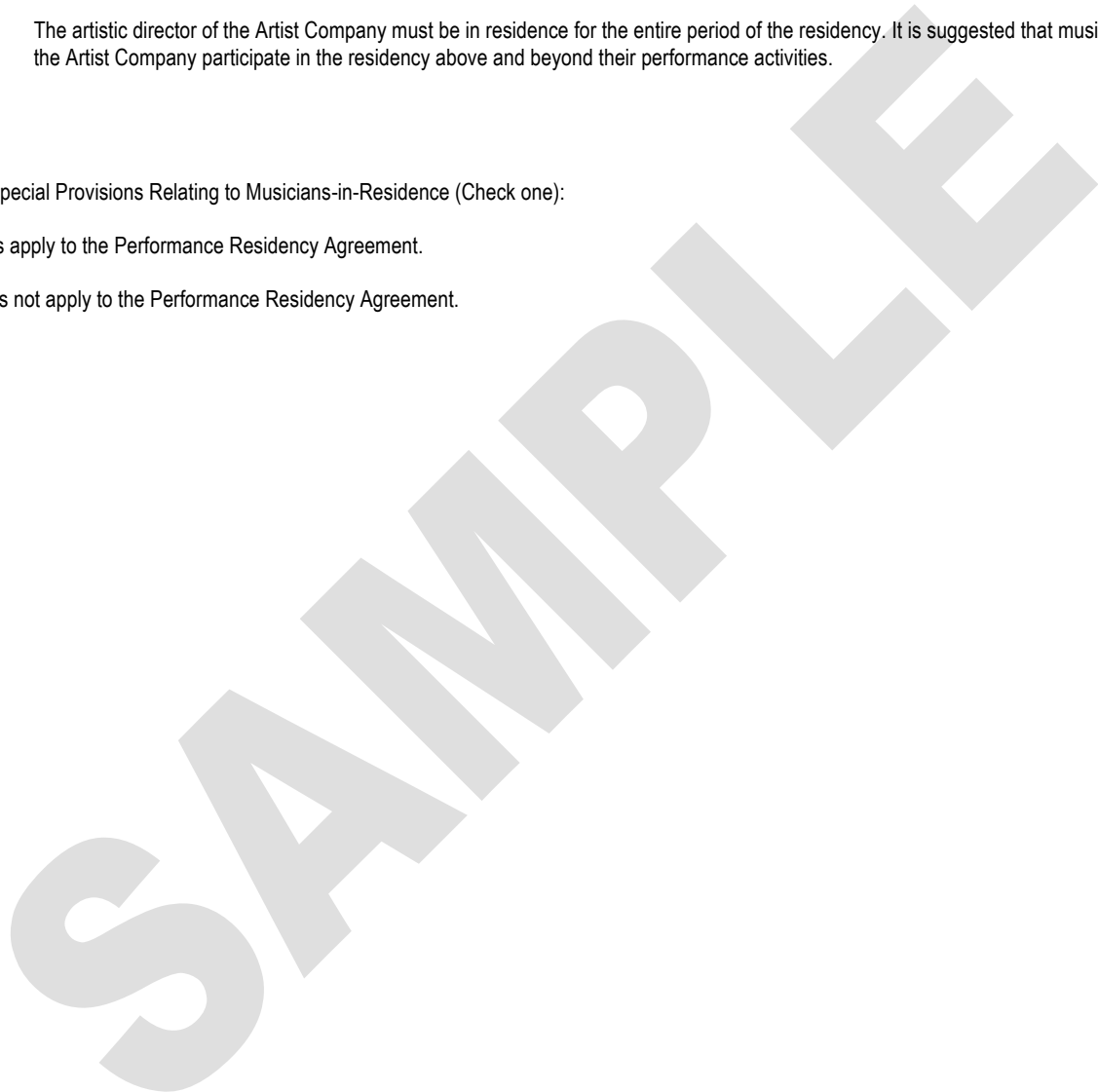
**RIDER D**  
**SPECIAL PROVISIONS RELATING TO MUSICIANS-IN-RESIDENCE**

With the following exceptions, all other provisions of the National Performance Network Performance Residency Agreement shall continue in full force and effect:

- A. Residencies for musicians may total a minimum of four (4) days, rather than the standard five (5) days.
- B. With the Presenter(s)'s prior consent, musicians-in-residence may engage in other paid activities (performance, teaching, etc.) during the NPN residency, so long as such activities do not conflict with the musician's responsibilities and obligations to the Presenter(s). Any such activity (for example, workshops or teaching) that is initiated by the Presenter(s) as a residency activity shall not require additional payment to the musician.
- C. The artistic director of the Artist Company must be in residence for the entire period of the residency. It is suggested that musicians in the Artist Company participate in the residency above and beyond their performance activities.

This Rider D, Special Provisions Relating to Musicians-in-Residence (Check one):

- Does apply to the Performance Residency Agreement.
- Does not apply to the Performance Residency Agreement.



INITIALS:      Artist: \_\_\_\_\_      NPN Partner: \_\_\_\_\_      Co-Presenter: \_\_\_\_\_      NPN: \_\_\_\_\_  
                   Date: \_\_\_\_\_                    Date: \_\_\_\_\_                    Date: \_\_\_\_\_                    Date: \_\_\_\_\_

**RIDER E  
CHILDCARE OPTIONS**

The National Performance Network recognizes that touring artists are often members of families, and may have childcare needs whether they are working in residency situations or in production. Although Presenter(s) are not obligated to provide or subsidize childcare, the NPN urges that Presenter(s) help artists to locate appropriate childcare, and understand their needs in planning residencies.

- A. Artists should give the Presenter(s) as much notice as possible as to whether the Artist will be traveling with children, as this may affect housing options, residency activities and hours, and travel plans. The Artist may also suggest family-based residency activities not inconsistent with the established residency program.
- B. When contracting with an Artist traveling with a child or children, the Presenter(s) should make every effort to accommodate his/her needs. NPN suggests the Presenter(s) make lists of childcare providers available, including individual caregivers, daycare centers and day camps. City/county officials may be able to provide lists of licensed providers, and staff and board members may act as additional resources. In addition, the estimated cost of each option should be given to the Artist, as well as information regarding any subsidy the Presenter(s) wishes to provide.
- C. All parties understand and agree that NPN shall have no liability whatsoever relating to any childcare options offered or accepted, or any costs and fees associated therewith.

Will Artist be traveling with children?     Yes     No

If yes, how many children will be accompanying Artist?

Name	Age	Male / Female

Should Presenter(s) provide information as to childcare options?     Yes     No

Please list any special needs:

—

INITIALS:    Artist: \_\_\_\_\_    NPN Partner: \_\_\_\_\_    Co-Presenter: \_\_\_\_\_    NPN: \_\_\_\_\_  
 Date: \_\_\_\_\_    Date: \_\_\_\_\_    Date: \_\_\_\_\_    Date: \_\_\_\_\_

**RIDER F**  
**ARTIST COMPANY DEMOGRAPHICS**

The Artist is required to indicate the demographics of all individuals participating in the residency, including all artists and technical/support personnel.

NPN collects basic information about the artists and creative workers who receive our support for reporting purposes to our funders in order to leverage more resources for artists. Responses to this survey will be kept anonymous and are not a factor in the review of projects.

	<b>Enter Number</b>
<b>Total Artist Company Members in Residence</b>	
Primary Career Stage of Artist Company	Select One

<b>Age</b>	<b>Enter Number</b>
Senior Citizen (65 and over)	
Young Adult (18 – 35)	

<b>Gender</b>	<b>Enter Number</b>
Male	
Female	

<b>Predominant Racial Characteristic (select one per person)</b> <i>Replicated from the National Endowment of the Arts</i>	<b>Enter Number</b>
American Indian/Alaskan Native	
Black/African-American	
Native Hawaiian/Pacific Islander	
Asian/Asian-American	
No single Group	
Hispanic/Latino	
White	

<b>Other Identifiers</b>	<b>Enter Number</b>
Teacher	
Person with Disability	
Lesbian, Gay, Bi-sexual, Transgender	

