

PERFORMING ARTIST AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2018, by and between:
METROPOLITAN BALLET, INC., a Kansas not for profit corporation;

hereinafter referred to as: "MBI"

and

Performing Artist's Name

Address

City, State, Zip

Telephone

e-mail

hereinafter referred to as: "Performing Artist"

WHEREAS, MBI is a Kansas not for profit corporation organized for and dedicated to the following purposes:

- a. To promote attendance and interest in ballet performances;
- b. To prepare its members in all phases of ballet, especially performances;
- c. To hold educational workshops;
- d. To arrange ballet concerts, performances and productions;
- e. To foster a community moved by dance;

WHEREAS, MBI seeks Performing Artist membership for its ballet company to dance in its productions and performances and to carry out the purposes set forth above in accordance with the terms of this agreement and the Rules and Regulations of MBI as they may be published from time to time; and

WHEREAS, Performing Artist is a student and/or performer of ballet and wishes to avail themselves of the opportunities of membership in the ballet company of MBI in accordance with the terms of this agreement and the Rules and Regulations of MBI as they may be published from time to time;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, MBI and Performing Artist agree as follows:

1. MEMBERSHIP. By signing this Agreement, Performing Artist does hereby enroll in membership in the ballet company of MBI for the term set forth herein and MBI does hereby accept Performing Artist's enrollment and hereby declares Performing Artist to be a member of the company for the term set forth herein.

2. TERM. The term of this membership in the company shall commence on the date this Agreement is signed and executed by both parties and extends to the end of June of the following year.

3. MBI DUTIES. For the term set forth herein, MBI shall have the following duties:

- a. To arrange for ballet concerts, production and performances in such a number and in such settings as MBI shall determine is in keeping with its objectives;
- b. To conduct public performances of ballet and pay all MBI costs incident thereto;
- c. To provide experienced, professional artistic direction for all concerts, performances and productions;
- d. To use its best efforts to bring in guest artists of prominence in the ballet world to perform in principal roles to such an extent as in MBI's sole discretion will be beneficial to its members and the public;
- e. To provide a professional and safe atmosphere conducive to the performance of quality ballet productions so that its members may learn new skills in such an atmosphere.

4. PERFORMING ARTIST DUTIES. For the term set forth herein, the Performing Artist shall have the following duties:

- a. Performing Artist verifies that he or she is in good physical health, and is able to physically meet the demands of the company. By signing this Agreement, Performing Artist assumes full liability for any injury, illness, or death resulting from his or her participation with the company's rehearsals, classes, performances or services. Additionally, Performing Artist agrees to maintain his or her health, and shall not hold MBI or any representatives of MBI responsible for treatment, personal disability, or damages resulting from the activities of the company. Performing Artist also agrees to complete and sign a Release of Liability and Consent to Medical/Surgical Care/Emergency Treatment provided by MBI.
- b. Enroll and/or maintain enrollment in a dance school which provides quality instruction in classical ballet, attend classes regularly (6-10 year olds once weekly, 11-14 year olds twice weekly, 15 and over three times weekly) and in accordance with the requirements of that school;
- c. Pay the fees and charges required herein;
- d. Be available to participate in all performances of MBI as they may be scheduled from time to time in such parts or roles as the Performing Artist may be assigned and exert Performing Artist's best efforts in such performances;
- e. Attend faithfully all rehearsals and performances for which the Performing Artist has been assigned a part and exert Performing Artist's best efforts in such rehearsals and performances;
- f. Provide, at Performing Artist's sole expense, all leotards, tights, shoes and other general items of costumes and clothing generally required to appear and perform ballet in rehearsals and on stage and as may be, from time to time, required by MBI.
- g. Be responsible for the condition and good repair of all costumes and props which may from time to time be issued to the Performing Artist, keeping them in safe condition and good repair and returning them to MBI as directed. There may be a nominal charge from time to time for the issuance of new costumes. Performing Artist agrees to pay the charge.
- h. Conduct themselves at all times with good behavior, following all directions given by the Artistic Director or other official of MBI and following all the Rules and Regulations of MBI as they may from time to time hereafter be adopted by MBI and posted.
- i. Acknowledges that the company's name and logo, productions, techniques, videos, images, choreography, and other intellectual property the Performing Artist observes, participates in or produces for the company is the property of MBI, and agrees not to share, sell or divulge such property without the expressed, written consent of MBI, whether the Performing Artist remains with the company or not.

5. PAYMENT. Performing Artist shall receive no payment, fee or other award of any kind for services rendered or hereunder. Performing Artist will not be reimbursed any expenses except if otherwise agreed in writing. MBI is an eleemosynary organization dedicated to the promotion of ballet and the education of young performing artists in accord with its purposes. Performing Artist recognizes this and agrees that Performing Artist's sole reward will be the experience and opportunities gained from membership in the company of MBI and the concerts, productions and performances in which Performing Artist participates.

6. RELATIONSHIP. Performing Artist is not an employee of MBI for any reason, nor is Performing Artist an agent of MBI for any reason. Performing Artist has no authority of any kind to speak for or bind MBI for any purpose, unless such authority is set forth in writing and approved by MBI's Board of Directors. Performing Artist is only a member of the company of MBI for the term set forth herein.

7. DECISIONS AND CHOICE OF ROLES. MBI, through its Artistic Director or other chosen officials or designees, retains and has the sole authority, in its sole discretion, to assign roles to performing artists for its productions, concerts and performances. Those roles include helper as well as performing artist roles. The Performing Artist will abide by and accept such decisions.

8. TERMINATION. This Agreement may be terminated as follows:

a. BY MBI. MBI may terminate this Agreement without notice for any of the following reasons: The Performing Artist's misconduct, failure to perform or abide by any of the Performing Artist's duties set forth herein; failure to follow any of the Rules and Regulations of MBI which from time to time may be adopted; disruptive or recalcitrant behavior which disturbs or in the opinion of MBI adversely affects any of MBI's classes, rehearsals, productions, concerts or performances; or any other behavior which in MBI's sole opinion indicates that the Performing Artist is not making satisfactory progress, in not giving their best effort or is not in the best interests of either the Performing Artist or MBI. MBI may also terminate the Agreement for any other reason without notice if MBI returns to the Performing Artist the fee set forth herein in paragraph nine (9).

b. BY PERFORMING ARTIST. Performing Artist may terminate this Agreement without notice at any time except within thirty (30) days of a concert, production or performance in which Performing Artist has been assigned a role. In that case, the Performing Artist must continue membership and perform the role(s) assigned, attending all rehearsals and abiding by all Rules and Regulations and provisions of this Agreement until the conclusion of all of the Performing Artist's responsibilities for the role assigned and that production or performance is completed. Performing Artist's termination will be effective thereafter.

9. FEE. Performing Artist agrees to pay a membership fee in the amount of \$100.00 for the term set forth herein. If there is more than one performing artist in a family, the fee will be \$75.00 for each subsequent Performing Artist in a family. All fees are due by October 1, and must be paid at least 30 days prior to any scheduled performance.

10. MEDIA RELEASE. MBI company activity can and will be photographed and videotaped, not only for instructive purposes, but for promotional purposes as well. By signing this Agreement, Performing Artist consents to videotaping and distribution of video and still footage of them or their likeness to appear on company media and those authorized by MBI to distribute company media. This includes, but is not limited to, social media, network media, local media, the industry media, and other media not mentioned (documentary filmmakers, in-house video production, contracted video production, etc.).

10. RULES AND REGULATIONS. MBI may from time to time adopt such Rules and Regulations for performing artists as it may, in its sole discretion, deem advisable and beneficial for both performing artists and MBI. MBI will post any such Rules and Regulations so adopted at the studios where rehearsals for MBI productions or performances are being conducted. Any such posting will be notice to the Performing Artist. Performing Artist will abide by any and all such Rules and Regulations so adopted and posted.

11. MISCELLANEOUS. Performing Artist may not assign their duties or rights under this Agreement. Kansas law controls the terms of and performance under this Agreement.

12. APPROVAL. If Performing Artist is a minor, then this Agreement must be approved by one of the Performing Artist's parents or guardians. By such approval, the parent or guardian will insure that the Performing Artist performs all of Performing Artist's obligations set forth herein.

WHEREFORE, this Agreement is signed in Wichita, Kansas by:

MBI: Metropolitan Ballet, Inc.

MBI REPRESENTATIVE: By: _____
Jill Landrith, Artistic Director of
Metropolitan Ballet, Inc.

PERFORMING ARTIST: _____
Signature

Performing Artist's Printed Name

APPROVED: _____
Parent's Signature

Parent's Printed Name

Address if different from Performing Artist