

Instruction and Performance Agreement

This is a fully and mutually binding contract for services by and between Aberrant BellyDance (here after referred to as Sponsor) and _____ (here after referred to as Artist) on _____ (today's date).

1) CONTRACT TERMS

- a) There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.
- b) Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).
- c) MODIFICATION OF AGREEMENT: This clause will typically state that any modifications to this agreement will not be valid unless made in writing and signed by both parties.
- d) ATTORNEYS FEES: In any legal action brought about by either party to enforce the terms of the contract, the prevailing party shall be entitled to collect fees to cover all reasonable and applicable legal expenses.
- e) ASSIGNMENT: Neither party is allowed to assign the contract, and obligations within the contract, to another party.

2) ENGAGEMENT:

- a) Date:
- b) Workshop Location:
- c) Performance Location: ***Merced Multi Cultural Arts Center Studio #***
- d) Performance Length, Dates and Times:
- e) Estimated # of workshop participants:
- f) Artist Compensation **\$**

2) ARTIST'S RESPONSIBILITIES

- a) WORKSHOP:
 - I. Title/Topic of Workshops:
 - II. Workshop notes will be emailed to participants by Artist within one week of workshop.
- b) PERFORMANCE in the Evening Extravaganza show:
 - I. Music loaded on a USB, supplied to the Stage Manager.
- c) PROMOTIONAL LOGISTICS:
 - I. ARTIST PROVIDES Biographical Information and professional photos that will be used by Artist in all advertising for event, workshops, and performance.
 - II. Provide written workshop descriptions.
 - III. Provide a link to the event website from Artist's website

3) ADDITIONAL RESPONSIBILITIES OF ARTIST:

- a) Hotel and Hotel incidentals such as: telephone, fax, internet, laundry and wet bar items.
- b) Quality sounds system, any and all cords and or adapters needed for teaching group, private or master classes.

4) TRANSPORTATION: All travel to and from festival, workshops, performances, and hotel.

4) SPONSOR RESPONSIBILITIES:

a) PERFORMANCE VENUE:

- i) Space must be safe for bare feet (i.e. free of broken glass, spilled liquids, and other hazardous objects).
- ii) Be in a theater style setting (clear division between audience and stage).
- iii) Provide adequate changing space for Artist.
 - i. Provide a professional quality sound system.

b) PROMOTIONAL LOGISTICS:

- i) Any promotional materials utilizing Artist's image, name, or likeness must only contain pre-approved images.
- ii) Sponsor to provide publicity for event via: website, flyers to local students, social media, Press Release to local media i.e. Radio, newspaper, etc.

c) INSTRUCTION VENUE:

- i) Clear and visible location for Artist to be seen by participations.
- iii) Space must be safe for Artist and students, bare feet.

d) VENDING:

- i) Sponsor agrees to provide reduced price for 10x10 vending space to Artist.
- ii) Sponsor is not responsible for collection of money, loss or damage of merchandise, theft, or any other normal risk of being a vendor.

e) COMPENSATION:

- i) Artist is compensated AFTER ALL OBLIGATIONS HAVE BEEN MET.

5) BOTH PARTIES RESPONSIBILITIES:

a) CANCELLATION & POSTPONING

- i) In the event of postponement by Sponsor or Artist: An addendum for new dates will be signed by both parties.
- ii) Sponsor will notify Artist as soon as the sponsor knows in case of cancellation.

b) CONFIDENTIALITY: Terms and condition of this contract to remain confidential between the representative of both ARTIST and SPONSOR.

c) MEDIA: Photography and Videotaping of the workshops must be agreed upon by both Sponsor & Artist beforehand.

Signed and agreed by both parties:

SPONSOR

Date

ARTIST

Date

Aberrant BellyDance
aberrantbellydance@gmail.com