

Additional provisions

Choreographer agreement

Artistic Control	<p>Choreographer will have:</p> <ul style="list-style-type: none"> • full artistic control over production of the Work • final approval of the casting and changes and replacements (so long as the selected dancers are members of Company and are available to rehearse and perform the Work) • final artistic approval with respect to the presentation of the Work <p>Choreographer and Company will collaborate on design matters relating to the Work including, without limitation, costumes, lighting, and scenery design and selection, and other design and production matters arising in connection with staging of the Work.</p>
Casting Changes	<p>Company will consult with Choreographer about planned casting changes for performances of the Work after the initial performances of the Work.</p>
Co-Producers	<p>Company may not engage a co-producer of the Work without first obtaining the consent of Choreographer. If at any time Company so obtains consent and engages a co-producer, Company, co-producer, and Choreographer will negotiate and agree on a fee increase, and co-producer will pay royalties, on the terms set out in this Agreement, in respect of its performances of the Work. Any such co-producer will have the same rights and obligations as Company has under this Agreement to perform, present, promote, and record the Works, with such territorial and other adjustments as may be agreed. Choreographer and co-producer will contract separately regarding Choreographer's presence at co-producer's theatre or other interactions with co-producer. For clarity, Company does not guarantee or otherwise have responsibility or liability for the actions of any co-producer with respect to the Works or such co-producer's interactions with Choreographer.</p>
Unions	<p>Choreographer acknowledges that certain of Company's employees and independent contractors are represented by unions. Union agreements may stipulate the posting of rehearsal schedules, posting of roles and rehearsal parameters such as hours worked and breaks, and other matters. Choreographer will recognize and comply with these rules as guided by Company.</p>
Indemnification by Choreographer	<p>Choreographer will defend, indemnify, and hold harmless Company, and its directors, officers, employees, agents, and assigns (collectively, "Company Parties"), to the fullest extent under law, from and against all claims, liabilities, losses, damages, and expenses, including, without limitation,</p>

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	attorneys' fees, that any Company Party may suffer and which arise from: (a) Choreographer's performance under or breach of this Agreement; (b) any claims by third parties of infringement, misappropriation, or other violations of intellectual property rights regarding the Work; or (c) claims by Company employees or any other third parties arising from their interaction(s) with Choreographer. For clarity, this Section __ provides for indemnity, including payment of attorneys' fees, in respect of both first party and third party claims.
Indemnification by Company	Company will defend, indemnify, and hold harmless Choreographer, to the fullest extent under law, from and against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys' fees, that Choreographer may suffer and which arise from: (a) Company's performance under or breach of this Agreement or (b) any claims by designers, composers, costume or set manufacturers, presenters, or other third parties retained by Company for purposes of producing the Work. For clarity, this Section __ provides for indemnity, including payment of attorneys' fees, in respect of both first party and third party claims.
Termination for Breach	If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within 15 days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon receipt of such notice by the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.
Termination for Conduct or Reputational Harm	Company may immediately terminate this Agreement by giving written notice to Choreographer if (a) Choreographer has engaged or is alleged to have engaged in conduct in violation of Section __; or (b) based on information about Choreographer not known to Company at the time this Agreement is signed, Company concludes in its sole discretion that a continued association with Choreographer is inconsistent with its values or could otherwise adversely affect its reputation. Such a termination will be effective upon delivery of the notice by Company.

Repetiteur agreement

Unions	Repetiteur acknowledges that certain of Company's employees and independent contractors are represented by unions. Union agreements may stipulate the posting of rehearsal schedules, posting of roles and rehearsal parameters such as hours worked and breaks, and other matters. Repetiteur will recognize and comply with these rules as guided by Company.
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Designer agreements

No Obligation to Use	Company is under no obligation to use the Design in the Work. Company will have fully discharged its obligations through its fee payments to Designer as contemplated by Section __.
Co-Producers	If at any time Company engages a co-producer in the production of the Work, Company or the co-producer will pay Designer a fee increase in the amount of \$ _____ in respect of use of the design for the Work. Any such co-producer will have the same rights and obligations as Company has under this Agreement to use the Design, with such territorial or other adjustments as may be agreed. Designer and co-producer will contract separately regarding Designer's presence at co-producer's theatre for rehearsals or other interactions with co-producer. For clarity, Company does not take guarantee or otherwise have responsibility or liability for the actions of any co-producer with respect to the Work or such co-producer's interactions with Designer.
Text for lease/sale contract:	<p>, and will seek to include a provision in the sale or license agreement to this effect:</p> <p>Buyer/L censee acknowledges that Company does not have the rights to transfer the design for the Work and related documentation to Buyer/L censee, and that Buyer/L censee must obtain permission from the Designer to use the Design and, as it may negotiate, provide program credit and pay re-use fees, royalties, or other compensation to Designer. Buyer/L censee will seek and obtain such permissions prior to any performance of the Work. Buyer/L censee will defend, indemnify, and hold harmless the Company, and its directors, officers, employees, agents, and assigns (collectively, "Company Parties"), against all claims, suits, losses, damages, and expenses, including, without limitation, attorneys' fees, any Company Party may suffer and which arise from Buyer/L censee's (a) use of theighting design without permission from Designer; (b) failure to provide credit, pay fees, execute Design properly, or any other breach of any agreement Buyer/L censee may have with Designer; or (c) otherwise relating to the Design.</p>
Access to Property	Company may make Company's facilities and equipment available to Designer as reasonably necessary for development of the Design and, unless otherwise agreed, in accordance with Company's hours of operation and access, safety, and security policies. Company may provide Designer with access to Company software, methodologies, protocols, designs, documents, and other materials. Company will retain sole ownership of all such materials and any records, equipment, and other physical or intellectual property that Company makes available to Designer.
Additional costs incurred by Designer	In no event will Company be liable for cost increases experienced by Designer in carrying out Designer's obligations under this Agreement.
Fee reduction	Any changes to the Design delivery dates set out in Exhibit A must be approved in advance by Company. Company in its

	sole discretion may set off against the Designer Fee or other amounts owed to Designer any out-of-pocket expenses incurred by Company as a result of delays or deficiencies in performance by Designer.
Refund	If Company terminates this Agreement under Section __, then Designer will, on Company's demand, refund all fees and other amounts previously paid by Company to Designer no later than __ days after Company delivers to Designer a notice to that effect.
Cumulative remedies	Company's rights, powers, and remedies under this Agreement, including, without limitation, those relating to indemnification, fee reduction, and termination, are cumulative and not alternative, and will be in addition to all rights, powers, and remedies given to at law or in equity. The exercise of one or more of these rights or remedies will not impair Company's right to exercise any other right or remedy.

Co-production agreement

Additional Co-Producers	No Co-Producer will seek out other companies to invest in the Production unless both Co-Producers and Choreographer agree such inquiries are advisable. If another company, in response to such an inquiry or on its own, expresses interest in investing in the Production as an additional co-producer, Co-Producers will consult and develop a response. Any such addition requires consent of both Co-Producers and Choreographer. Co-Producers will amend this Agreement or otherwise prepare and enter in a formal agreement with any such agreed additional co-producer setting out the terms of such participation.
Cooperation	Co-Producers agree that the arrangements and understandings set out in this Agreement reflect a shared commitment to a productive working relationship and timely Production execution, and that collaboration and communication are essential to successful completion. To that end, Co-Producers will: (a) cooperate in carrying out Production activities, including responding promptly to the other party, providing access to information and personnel, keeping each other advised about potential issues, working constructively to resolve problems, and making timely decisions; (b) act reasonably and in good faith in considering issues and making decisions; and (c) appoint qualified individuals to serve as creative and relationship leads as provided in Section __, authorize them to act on behalf of and commit the respective party, and ensure their active engagement.
Periodic meetings	Co-Producers will meet periodically, at such times and places as set out in the Plan or as they otherwise determine, to discuss Production progress. Such meetings may take place in person, on the phone, or electronically.
Harassment and Discrimination	Co-Producers are mutually committed to providing a safe and welcoming environment for dancers and staff participating in the Production, and for other employees, volunteers, and guests. To that end, Co-Producers will not harass, discriminate, retaliate, or

	be abusive toward each other's dancers and staff participating in the Production, including, without limitation, engaging in any verbal, physical, written, or visual harassment, discrimination, or retaliation on the basis of race, religious creed, color, national origin, disability, sex, gender identity, gender expression, age, sexual orientation, or other characteristic protected by the law.
Termination by Mutual Agreement	This Agreement may be terminated by a writing signed by each Co-Producer that states their intent to terminate this Agreement and the date upon which such termination will take effect.
Termination for Breach	If either Co-Producer breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within 15 days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon receipt of such notice by the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.
Termination for Conduct or Reputational Harm	Each Co-Producer may immediately terminate this Agreement by giving written notice to the other party if (a) the other party has engaged or is alleged to have engaged in conduct in violation of Section __; or (b) based on information about the other party not known to the terminating party at the time this Agreement is signed, the terminating party concludes in its sole discretion that a continued association with the other party is inconsistent with its values or could otherwise adversely affect its reputation. Such a termination will be effective upon delivery of the notice by the terminating party.
Effect of Termination	Upon the expiration or termination of this Agreement, Co-Producers will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. [If the Administrative Co-Producer terminates this Agreement under Sections ____ or ____, Administrative Co-Producer will obtain full ownership of the Production, and may complete and perform the Production in its sole discretion without need to account to or make any payment to the terminated Co-Producer]. Sections _____ survive the expiration or termination of this Agreement.
Language	Co-Producers executed this Agreement in the English language. Any translations of this Agreement into other language are for convenience only and will have no force and effect on the legal interpretation of this Agreement. If there is any conflict between the English language version of this Agreement and any such translation, the English language will prevail.

COVID-19

Force Majeure exclusion	For clarity, Force Majeure Events do not include COVID-19 pandemic or related events, conditions, or consequences, including, without limitation, quarantine, stay-home order, venue capacity limitation, or any other governmental directive, order or guidelines relating to COVID-19
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<p>COVID-19 related postponements</p>	<p>X and Company acknowledge the COVID-19 pandemic is ongoing as of the date of this Agreement, and that there is a real possibility that meetings, rehearsals or other activities under this Agreement may need to be cancelled, rescheduled, or otherwise modified. X and Company further acknowledge the importance in this environment of open communication, cooperation, and flexibility. To that end,</p> <ul style="list-style-type: none"> • X and Company will cooperate in rescheduling activities under Section ___ if X in good faith decides, for health and safety reasons relating to COVID-19, against traveling to Company’s location. X will notify Company as promptly as possible following such a decision by X. Such X right to defer activities applies whether or not local law or Company policies would allow the activities to take place on the original dates. • X and Company will cooperate in rescheduling activities under Section ___ if Company in good faith concludes that: (a) local law or public health guidelines prohibit or will prohibit the activities or (b) health and safety concerns relating to COVID-19 make it inadvisable to carry out the activities on the originally scheduled dates. Company will notify X as promptly as possible following such a decision by Company. <p>X and Company will otherwise: (a) keep each other advised about potential issues; (b) promptly respond to email, text, and phone messages from one another; and (c) work creatively and in good faith to resolve problems.</p>
<p>Rescheduling</p>	<p>This Agreement provides that various events and decisions may require X and Company to cooperate in an effort to reschedule activities under this Agreement. X and Company will engage in such discussions in good faith. If X and Company are unable, during the 60-day period following the event or decision giving rise to the rescheduling discussion, to agree to an alternative, then either party may terminate this Agreement under Section __.]</p>
<p>Risk assumption (presence in Company facility)</p>	<p>X understands that even if Company and X follows all health and safety protocols, X still may be exposed to COVID-19 or other infectious diseases as a result of its presence and activities in Company facilities. With such information and awareness, X knowingly and freely assumes and accepts the risks of all injury, illness, disability, exposure to disease, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, that may result, directly or indirectly, from X’s presence and activities in Company’s facilities.</p>