

Choreographer Agreement

This is a Choreographer Agreement ("Agreement"), dated as of _____, 20__, between _____ ("Company"), a _____ nonprofit corporation, and _____ ("Choreographer"), an individual.

Background

Company is a dance company based in _____. Company commissioned Choreographer to create a new original work [tentatively] titled _____ ("Work"). Choreographer and Company desire that Company premiere and perform the Work on the basis set out in this Agreement.

1. Performing Rights

1.1. Live Performance; Duration

Choreographer grants Company the right to perform the Work before live audiences worldwide and in perpetuity.

1.2 Exclusivity

Company will have exclusive rights to perform the Work during the period beginning on the premiere date and ending on _____, 20__. Company will have non-exclusive rights from and after _____, 20__.

2. Compensation and Expenses

2.1 Fee

Company will pay Choreographer a fee of \$ _____ for Choreographer's creative, planning, and preparatory activities in respect of the Work. Company will make such payments in three installments:

- It w pay \$ _____ upon s gnature by both part es of th s Agreement.
- It w pay \$ _____ on the f rst day of rehearsa of the Work.
- It w pay \$ _____ on the prem ere date of the Work.

2.2 Royalties

Company will pay Choreographer a royalty of \$ _____ in respect of each full performance of the Work by Company. Company will make such payments in a lump sum by _____ of each year in which Company performs the Work.

2.3 Travel

Company will provide Choreographer, in respect of Choreographer's travel to Company as contemplated by Section 3, with the following:

Air travel	for each tr p, __ round-tr p, economy c ass t ckets between Choreographer s c ty of or g n and _____.
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Accommodations	accommodations in _____ for each night Choreographer is required to be in _____
Ground transportation	reimbursement for ground transportation expenses between Choreographer's lodgings in _____ and the city of origin and the respective airports

Company will reimburse travel, accommodation, and transportation expenses no later than ___ days after delivery by Choreographer to Company of receipts and other documents reasonably requested by Company to substantiate the expense.

2.4 Per Diem

Company will pay a per diem amount of \$ _____ for each day Choreographer is required to be in _____ and for each travel day between cities. For each rehearsal period, Company will pay the per diem amount on the first day of rehearsal.

2.5 Payment Mechanics

Company will make all fee, royalty, per diem, and expense reimbursement payments to Choreographer in U.S. dollars by check or by wire transfer in immediately available funds to the account specified in **Exhibit A**.

3. Preparation and Production

3.1 Assistant

Company at Choreographer's request will engage, under separate agreement, an assistant to work with Choreographer ("Assistant"). Company will pay Assistant in accordance with such agreement. Company will provide Assistant with the same travel, hotel, and per diem arrangements as Company provides Choreographer under Section 2.

3.2 Schedule

The Work is scheduled to premiere on _____. The schedule for planning, artistic, and production meetings (collectively, "Production Meetings") and rehearsals is set out in **Exhibit A**. Company will advise Choreographer of any changes in the schedule, it being understood that Company may adjust these dates in its discretion.

3.3 Attendance

Choreographer or Assistant will attend Production Meetings and rehearsals in _____ in accordance with the schedule set out in **Exhibit A** or as otherwise mutually agreed by Company and Choreographer.

3.4 Ballet Master

Company will provide Choreographer and Assistant with a ballet master to supervise all studio rehearsals. If the ballet master is not available for a rehearsal, Company will make available a replacement acceptable to Choreographer.

3.5 Cast, Sets, Costumes, and Music

Casting, lighting, costumes, sets, music, and all other artistic matters concerning the Work will be subject to the mutual approval of Choreographer and Company's artistic director.

3.6 Changes in Cast

Company will consult with Choreographer and obtain Choreographer's approval of any cast changes for the initial run of the Work except in cases where immediate action is needed because of injuries, illness, emergencies, and the like.

3.7 Designers and Music

Company will be solely responsible for securing services, obtaining rights, and making all payments to costume, scenic, and lighting designers. Company will be solely responsible for obtaining music rights and making all payments associated with such rights, including,

without limitation, copyright, publishing, and performance fees and royalties to the composer, performing artists, and recording companies.

3.8 Budget and Expenses

Company will be responsible for all costs and expenses of preparation and presentation of the Work, including, without limitation, procuring costumes, scenes, props and other production inventory items, it being understood that Choreographer will work closely with Company to ensure that the presentation is carried out in accordance with budgetary limits.

3.9 Tickets

Company will provide Choreographer with two complimentary tickets to the premiere performance of the Work, and will provide Choreographer on request with two complimentary tickets to later performances of the Work if and as available. Choreographer may request tickets by contacting Company no later than two business days before the performance.

4. Subsequent Performances

4.1 Fidelity

Company will maintain the Work as originally created by Choreographer. To that end, Company will not rearrange, simplify, modify, or otherwise change the choreography of the Work without first obtaining Choreographer's approval. Company will undertake to recreate the Work's choreography, lighting, costumes, and other elements at each performance, it being understood that conditions at some venues or equipment damage may mean exact recreations are not possible.

4.2 Concerns

If Choreographer reasonably believes that Company is not maintaining the Work as required by Section 4.1, Choreographer will so advise Company. Company and Choreographer will discuss the concerns and Choreographer, if requested by Company, will clarify or supplement in writing the concerns. Company will then take such action as appropriate in line with resolution of Choreographer's concerns.

4.3 Rehearsal Observation

Choreographer, upon advance notice to Company and at Choreographer's expense, may observe rehearsals of the Work at any time during the period in which Company has rights to perform the Work under this Agreement.

4.4 Intervals in Performance

If Company does not perform the Work for a period of ___ consecutive months, Company will so notify Choreographer, and Choreographer will have the right to return and rehearse the Work. Choreographer may designate Assistant or other person to direct such rehearsals; Choreographer will notify Company of any such decision. Company and Choreographer will determine a schedule for such rehearsal and arrangements for payment by Company of travel, accommodations, and per diem expenses.

4.5 Excerpts

Company may not perform excerpts from the Work without first obtaining Choreographer's consent. It will in all such permitted performances use the same lighting, scenes, and costumes as for full performances except as otherwise approved in advance by Choreographer.

5. Photography and Recording

5.1 Digital, Film, or Related Distribution

Except for the limited archival or promotional recordings contemplated by this Section 5, Company may not record and distribute a performance of the Work through digital,

television, film, or other media, unless Company and Choreographer first enter into a separate agreement to that effect.

5.2 Archival Recordings

Company may photograph, videotape, or otherwise record rehearsals and performances of the Work for internal archival and study purposes and to assist Company in staging and rehearsing the Work. Company, upon request by Choreographer, will provide Choreographer with one copy of the archival recording.

5.3 Promotional Use

Company may take and use still photos and video segments of rehearsals and performances of the Work for purposes of promoting the Work or Company as provided in Section 6. Company may use them in such manner as it may determine, including, without limitation, on its website, social media, or other digital platforms, in television advertisements, through news media sources, and on merchandise.

6. Credit, Programs, and Promotion

6.1 Credit

Company will credit Choreographer, in its programs, advertising and publicity materials, and other outreach materials or vehicles related to the Work, on a separate line as follows:

“Choreography by _____”.

Such credit will be in the same size and prominence of that of the other artists associated with the program.

6.2 Programs

Choreographer will collaborate with Company on program copy for the Work. Choreographer understands that program copy must conform to the standard program format used by Company or other presenting organization.

6.3 Promotion

Choreographer will provide Company with a current biography and head shot. Company may use Choreographer's name, likeness, image, voice, biography, and interviews in digital, broadcast, print, and other promotional materials vehicles relating to the Work, and for program, archival, fundraising, and other purposes, it being understood that Choreographer will be entitled to approve selections of such photos, interview clips, and the like for such uses.

6.4 Promotional, Media, and Supporter Events

Company may ask Choreographer to participate in publicity and donor events, sit for interviews by media members, on occasion speak to audiences, and otherwise participate in promotional, media, and fundraising activities. Company will provide Choreographer with reasonable advance notice of such events. Company may photograph or record video of such events and use them on the basis set out in Section 6.3.

6.5 Rehearsal Visitors

Choreographer acknowledges that Company board members, Company donors, media members, and other third parties on occasion may view rehearsals of the Work both in studios and on the stage. Company will provide Choreographer with advance notice if possible and will use reasonable efforts to minimize the frequency of such visits and number of visitors at each visit.

7. Ownership and Originality

7.1 Ownership and License

Choreographer owns and will own all right, title, and interest, including copyright, in the Work. Choreographer is licensing the choreography to Company; Company has no rights to the Work other than the license rights set out in this Agreement.

7.2 Original Work; No Conflicts

Choreographer confirms, represents, and warrants to Company that (a) the Work is original to Choreographer and does not infringe or otherwise violate the copyright or other intellectual property or other rights of any third party and (b) Choreographer's execution and performance of this Agreement will not conflict with or result in a breach of any contract by which Choreographer is bound, including, without limitation, agreements with collaborators or other companies.

7.3 Use of Physical Elements for Other Works

Company may not use the costumes, scenes, or sets designed exclusively for the Work for other works or projects (including, without limitation, renting such items to a third party) without first obtaining Choreographer's consent.

8. Relationship

8.1 Cooperation

Company and Choreographer will cooperate in connection with the production of the Work, including carrying out their respective obligations on a timely basis, keeping each other advised about potential problems, working through health or other scheduling issues, and promptly responding to e-mail, text, and phone messages from one another.

8.2 Independent Contractor

Choreographer is and will be an independent contractor. Choreographer will have control and sole responsibility for the planning, management, and implementation of Choreographer's activities under this Agreement, including, without limitation, selecting and managing Choreographer's employees and, except as otherwise provided in this Agreement, paying Choreographer's own expenses.

8.3 Relationship

Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between Choreographer and Company for any purpose. Neither Choreographer nor Company has the power or authority to bind or obligate the other to a third party or commitment in any manner.

8.4 Full Compensation

The payments contemplated by Section 2 will be Choreographer's sole compensation in respect of all work to be performed under this Agreement and Company's preparation and performance of the Work.

8.5 Recordkeeping

Company will maintain Company's records in a manner that provides Choreographer with sufficient detail to confirm performances of the Work by Company and related royalty computations. Company will make such records available for review by Choreographer on reasonable notice during the term of this Agreement and for a period of three years after its expiration or termination.

8.6 Harassment and Discrimination

In carrying out its obligations under this Agreement, Choreographer will not harass, discriminate, retaliate, or be abusive toward any Company employee, any designer or other individual retained by Company in connection with the Work, or any other person at Company, 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 law.

8.7 Taxes and Contributions

Choreographer will have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority, and for paying all disability, unemployment insurance, workers' compensation contributions, and any other contributions and expenses that may be required in connection with Choreographer's activities under this Agreement. Choreographer understands that Company will not: (a) withhold income, social security, or Medicare taxes; (b) make unemployment or disability insurance contributions; or (c) obtain workers' compensation or other insurance on Choreographer's behalf. Choreographer understands that Company will withhold, from fee and royalty payments under Section 2, taxes, fees, or other amounts as may be required by state, city, or other local law.

8.8 No Entitlement to Employee Benefits

Choreographer will not be entitled to or eligible for any benefits that Company makes available to Company's employees, including, without limitation, coverage under any Company medical, dental, liability, automobile, or other insurance policies. Choreographer waives any rights or claims to those benefits.

9. Force Majeure

9.1 Force Majeure

Neither Choreographer nor Company will be liable to the other or be considered in breach of this Agreement for any failure or delay in performing its obligations under this Agreement due to any act of God, flood, earthquake, natural disaster, severe weather, fire, unhealthy air quality, war, terrorist act, riot or other civil disorder, strike or other labor dispute, pandemic, epidemic, government-designated health threat, government action, interruption of public utilities, internet or telecommunication services, or air travel, or any other similar event in each case beyond the party's reasonable control (each, a "Force Majeure Event"). For clarity, Force Majeure Events do not include financial insolvency or distress, changes in a party's financial condition or performance, or changes in general economic conditions, whether or not resulting from a Force Majeure Event.

9.2 Consequences of Force Majeure Event

A Force Majeure Event will have the following consequences:

- A Force Majeure Event will excuse contract performance by the affected party only for the duration of, and to the extent performance is actually prevented or delayed by, the Force Majeure Event, it being understood that a Force Majeure Event will not (a) automatically entitle either party to immediately terminate this Agreement or (b) excuse payment of amounts owing as of the commencement of the Force Majeure Event.
- A Force Majeure Event will entitle the non-affected party to suspend its performance for so long as the affected party is not performing.
- Should a Force Majeure Event occur, the affected party will give prompt written notice of such event to the other party. The notice should describe the nature of the event, the expected impact on the affected party's activities and key events under this Agreement, and the steps the affected party is taking or will take to address the problem. The affected party will use diligent efforts to work around the Force Majeure Event and resume contract performance as soon as reasonably possible.

- Company and Choreographer will stay in close communication during the pendency of the Force Majeure Event and will discuss in good faith possible work-arounds and alternative arrangements.

9.3 Termination if Force Majeure Event Continues

If the affected party remains unable to perform for a period exceeding 60 days after the commencement of the Force Majeure Event and the parties have not during that period made alternative arrangements, then either party may terminate this Agreement, without liability to the other party, by giving written notice to the other party. Such termination will be effective upon delivery of the notice by the terminating party.

10. General Provisions

10.1 Entire Agreement

This Agreement expresses Company's and Choreographer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, negotiations, communications, courses of dealing, or understandings between Company and Choreographer relating to its subject matter.

10.2 Amendment

This Agreement may be amended only as described in a written document signed by Company and Choreographer that refers specifically to this Agreement and says that it is amending this Agreement.

10.3 Severability and Waiver

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Waiver of any breach or provision of this Agreement will not be considered a waiver of any separate or later breach of this Agreement.

10.4 No Third-Party Beneficiaries

This Agreement is for the exclusive benefit of Company and Choreographer, and is not for the benefit of any third party, including, without limitation, any employee or other associate of Choreographer, or any designer, costumer, composer, construction firm or other person who may be retained in connection with production of the Work.

10.5 No Assignment

Company by this Agreement intends to obtain the personal services of Choreographer. As such, Choreographer may not assign Choreographer's rights or delegate Choreographer's duties under this Agreement to anyone else without the prior written consent of Company

10.6 Limitation of Liability

Neither Choreographer nor Company will be liable to the other for any incidental, special, exemplary, punitive, or indirect damages arising out of or otherwise related to this Agreement even if the other party has been apprised of the likelihood of such damages.

10.7 Governing Law and Jurisdiction

This Agreement is governed by _____ law. Company and Choreographer consent to the exclusive jurisdiction of the state and federal courts for _____, _____.

10.8 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

* * * * *

Company and Choreographer signed this Agreement as of the date set out in its first paragraph.

[Company name]

By: _____

Name: _____

T t e: _____

[Choreographer name]

By: _____

Name: _____

T t e: _____

Exhibit A
Schedule and Contact Information

Schedule

[insert schedule of Production Meetings and rehearsals]

Contact information

Choreographer	
	Account information (for payments):
Company	