

Dancer Exchange Agreement

This is a Dancer Exchange Agreement (“Agreement”), dated as of _____, 20 __, between _____ (“School”) and _____ (“Collaborator”).

Background

School and Collaborator each operate dance training programs. They wish to engage in an artistic exchange program (“Program”) in which dancers and staff from each program travel to the other’s city and participate in classes and performances led by the other organization. School and Collaborator believe that such an exchange will enhance the development of their dancers and instructors through exposure to different methods, teachers, and works. They will carry out the Program on the basis set out in this Agreement, including the Program Plan (“Plan”) attached as **Exhibit A**.

1. Program Basics

1.1 Structure

The Program will extend over two years. In the first year, one organization (“Host”) will host from the other organization (“Sender”) a group of dancers and staff (collectively, “Sender Group”) for a series of classes, conditioning sessions, rehearsals, and performances. In the following year, the organizations will switch roles, and the year one sending organization will host year two Program activities. The Plan identifies which organization is Host in the first year. For convenience, this Agreement refers to various Host and Sender responsibilities, it being understood that such provisions will apply to each party when it serves in those roles.

1.2 Activities and Key Dates

Program activities and key dates are set out in the Plan. School and Collaborator will each carry out its responsibilities with due care and in accordance with this Agreement.

1.3 Funding

Unless otherwise stated in the Plan, neither School nor Collaborator will pay fees or other compensation to the other in connection with the Program, and each will be responsible for acquiring and maintaining funding for their respective Program activities.

1.4 Staff

The Plan sets out the staffing for the Program. School and Collaborator will carry out background checks on their respective Program staff as required by local law and by each organization’s internal policy with respect to staff who interact with youth.

1.5 Harassment and Discrimination

School and Collaborator are mutually committed to providing a safe and welcoming environment for dancers and staff participating in the Program, and for other employees, volunteers, and guests. To that end, School and Collaborator will not harass, discriminate, retaliate, or be abusive toward each other’s dancers and staff participating in the Program, 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.

Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at nonprofitdocuments.law.stanford.edu. The Clinic created it in connection with a project for Dance/USA; it is intended as a resource and source of ideas only, and is not designed for a Dance/USA member’s or any other party’s particular situation. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.

1.6 Interactions with Participants

School and Collaborator will respect physical and emotional boundaries and otherwise engage in appropriate conduct, and will avoid the appearance of any impropriety, in any interaction either may have with dancers, staff, and others participating in the Program.

1.7 Program Changes

If either School or Collaborator believes the Plan should be adjusted in any respect, it will so advise the other of the proposed changes. School and Collaborator will discuss the proposed adjustment and, if they agree on an adjustment, confirm and document the adjustment in the form provided as **Exhibit B**.

2. Repertoire

2.1 Generally

Unless otherwise provided in the Plan, Host and Sender dancers will perform at least one piece together at a public performance ("Joint Piece"), and each of Host's and Sender's dancers will separately perform other pieces ("Host Piece" and "Sender Piece," respectively).

2.2 Pieces Selected by Host

Host will select the Joint Piece. Host will provide to Sender a video of the Joint Piece, in a format acceptable to Sender, by the date specified in the Plan. Host will also select the Host Piece.

2.3 Piece Selected by Sender

Sender will select the Sender Piece. Sender will provide to Host a video, in a format acceptable to Host, by the date specified in the Plan.

2.4 Additional Pieces

Dancers may perform other pieces as jointly selected by School and Collaborator.

2.5 Choreography, Music and Design Rights

Host will be responsible for obtaining all choreography, music, lighting design, set design, costume design, and other rights and permissions necessary for performance, photography, and videography of the Joint Piece and Host Piece. Sender will be responsible for all such rights for the Sender Piece.

3. Host Program Responsibilities

[3.1 Meals and Housing

Host will provide meals and housing in the form of hotel rooms or host homes for Sender Group during the period specified in the Plan.]

3.2 [Transportation

[Sender/Host] will provide airfare to Host's city for Sender Group and ground transportation once in Host's city.]

3.3 Classes

Host will organize and supervise combined technique classes for Sender's dancers and appropriate additional rehearsals and classes. Host's artistic staff, with the participation of Sender's artistic staff, will lead the classes and rehearsals.

3.4 Dress Rehearsals and Performances

Host will organize dress rehearsals and performances. Unless otherwise provided in the Plan, all performances will be ticketed, and Host will retain proceeds, if any, from all performances.

3.5 Wardrobe

Host will provide all costumes for the Joint Piece. Host will be responsible for costumes and other wardrobe items for the Host Piece.

3.6 Facilities and Class Scheduling

Host will provide Sender Group with studio space during the period specified in the Plan, and access to Host's athletic trainers, conditioning facilities, and like resources on the same basis as it provides its own dancers.

3.7 Site Safety and Medical Care

Host will ensure that any facilities in which Program activities take place are safe, adequate, and appropriate for such activities. In case of injury or illness, Host will evaluate and treat Sender Group members on the same basis as it treats its own dancers and staff.

4. Sender Program Responsibilities

4.1 Transportation

Sender will provide transportation for Sender Group to and from the airport in Sender's city.

4.2 Wardrobe

Sender will provide Host with its dancers' wardrobe measurements by the date set out in the Plan. Sender will be responsible for its dancers' shoes and slippers, and other costume items such as tights. Sender will provide Host, promptly after arrival, any dancer shoes that require painting. Sender will be responsible for costumes and other wardrobe items for the Sender Piece.

4.3 Consents and Waivers

Sender will obtain appropriate consents and waivers from dancers and their parents and guardians as appropriate, in form and content acceptable to Host, including, without limitation, a liability waiver and consents to medical care by or provided through Host, and will ensure that such consents and waivers are for the benefit of both Host and Sender.

5. Communication and Cooperation

5.1 Coordinators

School and Collaborator will each appoint one individual to act as the principal contact person and to coordinate activities in connection with the Program. Initial appointees are set out in the Plan. School and Collaborator may each change its contact person at any time and will so advise the other.

5.2 Cooperation

School and Collaborator will cooperate with each other in connection with the Program, including: (a) carrying out their respective obligations on a timely basis; (b) keeping each other advised about potential issues; (c) promptly responding to email, text, and phone messages from one another; (d) working through health and other participation and scheduling issues; and (e) providing one another with information and documents as may be appropriate in connection with Program activities.

5.3 Recordkeeping

School and Collaborator will each maintain records relating to its Program responsibilities in a manner such that the other can evaluate compliance with this Agreement, and will make those records available for review by the other on reasonable notice during the Program and for a period of three years after its completion or termination.

6. Intellectual Property

6.1 Name and Logo

School and Collaborator may use the other's name, logo, and other marks (collectively, "marks") for purposes of communicating about the Program, Program performances, and their respective schools and organizations, on their websites and in other digital and print outreach materials. For clarity, School will obtain no rights to Collaborator's marks, and Collaborator will obtain no rights to School's marks, and each will follow instructions by the other about use of the marks.

6.2 Photography and Video of Sender Group

Subject in all cases to the terms of the rights and permissions contemplated by Section 2.5, School and Collaborator may film, tape, photograph, and otherwise document Program classes, rehearsals, and performances for its own educational, archival, and promotional purposes. Neither School nor Collaborator may make available, through any media, any imagery of the other's dancers or staff, without first obtaining the written consent of the other. Neither may distribute, through digital, television, film or other media, a recording of a performance without first confirming the permissibility of such distribution with the party responsible for obtaining rights and permissions for such performance.

7. Relationship

7.1 Independence

School and Collaborator are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither School nor Collaborator has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience.

7.2 Responsibility for Own Actions

School and Collaborator will each have sole responsibility for the planning, management, and implementation of its own activities relating to Program execution, including, without limitation, selecting Program participants, managing its Program budget, hiring, assigning, and managing employees, and overseeing volunteers.

7.3 Contracts with Other Parties

School and Collaborator may each be required to enter into contracts with third parties in order to carry out its respective Program responsibilities. These contracts will be the sole responsibility of the party entering into the contract; neither School nor Collaborator will assume any liability for or guarantee the performance of the other in conjunction with any of these contracts.

8. Force Majeure

8.1 Force Majeure

Neither School nor Collaborator 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 telecommunications 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.

8.2 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.
- School and Collaborator 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.

8.3 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 rescheduled or made other alternative arrangements, then either party may terminate this Agreement, without liability to the other party, under Section 10.3.

9. Insurance, Liability, and Indemnification

9.1 Insurance

School and Collaborator will carry or obtain the insurance, if any, specified in the Plan. Each party will furnish evidence of such coverage upon reasonable request of the other party.

9.2 Limitation of Liability

Neither School nor Collaborator 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.

9.3 Indemnification by School

School will defend, indemnify, and hold harmless Collaborator and its directors, officers, employees, agents, and assigns, to the fullest extent under law, from and against all claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees, resulting from: (a) claims by third parties arising from School's performance of activities under or in breach of this Agreement including, without limitation, claims arising from failure or alleged failure by School to obtain or comply with required rights and permissions; and (b) claims by Collaborator dancers or staff arising from conditions at School facilities or from interactions between School staff and Collaborator's dancers and staff. For clarity, this Section 9.3 provides for indemnity, including payment of attorneys' fees, in respect of both first party and third party claims.

9.4 Indemnification by Collaborator

Collaborator will defend, indemnify, and hold harmless School and its directors, officers, employees, agents, and assigns, to the fullest extent under law, from and against all claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees,

resulting from: (a) claims by third parties arising from Collaborator's performance of activities under or in breach of this Agreement including, without limitation, claims arising from failure or alleged failure by Collaborator to obtain or comply with required rights and permissions; and (b) claims by School dancers or staff arising from conditions at Collaborator facilities or from interactions between Collaborator's staff and School's dancers and staff. For clarity, this Section 9.4 provides for indemnity, including payment of attorneys' fees, in respect of both first party and third party claims.

10. Termination

10.1 Mutual Agreement

This Agreement may be terminated by a writing signed by both School and Collaborator that states their intent to terminate this Agreement and the date upon which such termination will take effect.

10.2 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.

10.3 Termination for Force Majeure

School and Collaborator may each terminate this Agreement by giving written notice to the other party as provided in Section 8.3. Such termination will be effective upon delivery of the notice by the terminating party.

[10.4 Termination for Conduct or Reputational Harm

School or Collaborator 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 Sections 1.5 or 1.6; 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.]

10.5 Effect of Termination

Upon the expiration or termination of this Agreement, School and Collaborator will promptly cease any use of the other's marks and materials. If the Agreement terminates, School and Collaborator will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination, especially impacts on participants. Sections 5.3, 6.2, 7, 8, 9, 10, and 11 will survive the expiration or termination of this Agreement.

11. General Provisions

11.1 Entire Agreement

This Agreement, together with the Plan, expresses School's and Collaborator'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 School and Collaborator relating to its subject matter. If there are any inconsistencies between the Plan or other documents or communications and this Agreement, this Agreement will control.

11.2 Amendment

This Agreement may be amended only as stated and by a writing signed by both School and Collaborator which says that it is an amendment to this Agreement.

11.3 Severability and Waiver

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

11.4 Assignment

Neither party may, directly or indirectly, assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other party, except that either may assign all of its rights and obligations under this Agreement without the other's prior written consent in connection with a merger, acquisition, reorganization, sale, or transfer of substantially all of its assets, or other operation of law.

11.5 Third-Party Beneficiaries

Except as provided in Sections 9.3 and 9.4, this Agreement is for the exclusive benefit of School and Collaborator, and not for the benefit of any third party including, without limitation, any Program participant or participant parent or guardian, or any School or Collaborator employee, affiliate, subcontractor, or vendor.

11.6 Governing Law and Jurisdiction

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

11.7 Counterparts

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

* * * * *

School and Collaborator signed this Agreement as of the date set out in its first paragraph.

[School Name]

[Collaborator Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A Program Plan

Host

Year One Host	
Year Two Host	

Duration of Program

Year One	Sender Group will arrive at the Host's city on _____, 20 __, and will remain in Host's city until _____, 20 __.
Year Two	Travel dates for year two will be discussed and mutually agreed upon by School and Collaborator by _____, 20 __.

Number of Sender Group Members

Year One and Year Two	Host will accept a maximum of _____ Sender Group members.
-----------------------	---

Sender Group Names

Year One	Year one Sender will provide Host the names of Sender Group members by _____, 20 __.
Year Two	Year two Sender will provide Host the names of Sender Group members no later than four months after travel dates for year two are determined.

Repertoire Video

Year One Host	Year one Host will provide video of Joint Piece to Sender by _____, 20 __.
Year One Sender	Year one Sender will provide video of Sender Piece to Host by _____, 20 __.
Year Two Host and Sender	The deadlines for sending video of pieces for year two will be set no later than four months after travel dates for year two are determined.

Wardrobe Fitting and Measurements

Year One Sender Measurements	Year one Sender will provide measurements for its dancers by _____, 20 __.
Year One Host Fitting(s)	Year one Host will hold fittings on _____, 20 __ and/or _____, 20 __.
Year Two Host and Sender	Measurement and fitting dates for year two will be chosen by a mutually agreeable date.

Dress Rehearsals

Year One	Host will organize and supervise __ dress rehearsal(s) at _____ venue(s).
Year Two	The number of dress rehearsal(s) and the venue(s) for year two will be set no later than four months after travel dates for year two are determined.

Performances

Year One	Host will organize and supervise __ performance(s) at _____ venue(s).
Year Two	The number of performance(s) and the venue(s) for year two will be set no later than four months after travel dates for year two are determined.

Staffing

School	
Collaborator	
Background Checks	

Insurance

School	
Collaborator	

Program Contacts

School	[Name] [Title] [Address]
Collaborator	[Name] [Title] [Address]

Exhibit B Program Plan Modifications

Changes in Program Plan:

Effective date of change:

Confirmed and agreed:

[School]

By: _____

Name: _____

Title: _____

Date: _____

[Collaborator]

By: _____

Name: _____

Title: _____

Date: _____