



Kauffman Center
FOR THE PERFORMING ARTS



PERFORMANCE AGREEMENT

PRESENTER: Kauffman Center for the Performing Arts
1601 Broadway Blvd. / Kansas City, MO 64108

ARTIST:

This performance agreement ("AGREEMENT") is entered into this **21st day of May, 2017**, by and between the "PRESENTER" identified above and "ARTIST" identified above, and mutually identified as the "Parties". For and in consideration of the mutual promises herein contained, the PARTIES agree as follows:

1. ARTIST agrees to appear and perform at the Kauffman Center for the Performing Arts on **25 June 2017**. Performance times will fall between the hours of 12:00pm and 5:00pm; and times will be confirmed by **13 June 2017**. ARTIST further agrees to be at event site not less than ninety (45) minutes prior to the confirmed performance time. The performance will take place rain or shine.
2. ARTIST will perform **(in {hall} at {time})**. Length of performance shall be approximately twenty (20) minutes.
3. ARTIST agrees to pre-rehearse proficiently any material that it intends to perform under this AGREEMENT. ARTIST will provide necessary production information and technical specifications to the PRESENTER, including equipment requests and other details, by **26 May 2017**.
4. ARTIST understands and accepts that their setup time will be limited to audio line checks and spacing walk-throughs, in lieu of any formal rehearsals.
5. PARTIES agree to a fee of US \$ 200 ; payment shall be made by check to ARTIST on day of the performance prior to performance.
6. PRESENTER reserves the right to record ARTIST's performance. PRESENTER will make no public use of ARTIST's performance in broadcast or video product (except brief use of expert for archival or promotional purposes) without prior supplemental agreement with ARTIST.
7. ARTIST acknowledges that PRESENTER expects it to sign and return this AGREEMENT to PRESENTER by **May 21st, 2017**. If ARTIST fails to execute the AGREEMENT per this deadline, PRESENTER may withdraw this offer without further notice to ARTIST.
8. ADDITIONAL TERMS:
 - a. ARTIST's commitment is non-cancelable, except in the case of illness, acts of God, or other reasonable circumstance outside of the ARTIST's control.
 - b. PRESENTER agrees to hold ARTIST harmless, and to defend and indemnify same from any and all costs (including reasonable attorney's fees), claims, demands, suits or legal actions arising from or relating to PRESENTER's actions, neglect or breach of any of its obligations or warranties under

- this AGREEMENT. ARTISTS shall give notice to PRESENTER within a reasonable time of being made aware of any such claims. PRESENTER shall control the defense of any matter covered by this indemnity and AGREEMENT to hold harmless, but shall keep ARTIST informed currently of all material developments.
- c. ARTIST agrees to hold PRESENTER harmless, and to defend and indemnify same from any and all costs (including reasonable attorney's fees), claims, demands, suits or legal actions arising from or relating to ARTIST's actions, neglect or breach of any of its obligations or warranties under this AGREEMENT. PRESENTER shall give notice to ARTIST within a reasonable time of being made aware of any such claims. ARTIST shall control the defense of any matter covered by this indemnity and AGREEMENT to hold harmless, but shall keep PRESENTER informed currently of all material developments.
 - d. This AGREEMENT shall be construed in accordance with the laws of the State of Missouri and the United States of America as they pertain to agreements executed and fully to be performed within Missouri. Any disputes between the parties shall be resolved in the State of Missouri or in a mutually agreeable and convenient location for the PARTIES.
 - e. Staff, clients, contract labor, and all other working in or entering the Kauffman Center shall at all times adhere to all Federal, State, and Local Laws, regulations, and standards related to safe working conditions and practices. Work being performed shall be done so in accordance with all applicable OSHA (federal), Missouri Department of Labor and Industrial Relations (state), American National Standards Institute (ANSI), National Fire Protection Association (NFPA) standards, guidelines, local fire regulations, and any applicable recommended practice and PRESENTER's safety policies. Equipment shall only be operated in accordance with the manufacturers' written recommendations. PRESENTER's staff may allow variances from PRESENTER's policy, but only in so far as the variance does not conflict with existing legal requirements. Personnel Lifts: personnel lifts shall not be operate without the outriggers installed in accordance with the manufacturer's requirements. Personnel lifts are not to be moved with personnel in the raised basket when not allowed by the manufacturer. Stage Rigging: All rigging related to ARTIST/Attraction's performance shall be in accordance with commonly accepted standards of practice, all applicable laws and shall be performed by qualified personnel. The PRESENTER's production manager or his/her designee shall have full authority to enforce any safety requirements if conditions exist that could cause any damage or injuries.
 - f. Confidential Information. Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the AGREEMENT, any confidential information of Such Other Party during and beyond the duration of this AGREEMENT. Confidential information is information which relates to Such Other Party's research, development, trade secrets or other business affairs, but does not include information which is generally known or easily ascertainable by non-parties.
 - g. ARTIST has been engaged as an independent contractor and is responsible for any liabilities which might occur out of its actions and/or performance including but not limited to any taxes, workman's compensation claims made by ARTIST or those in ARTIST's employ while on the event grounds. ***PRESENTER will require each member of ARTIST's ensemble to complete and sign a waiver of liability document in order to participate in the event contracted hereunder.***
 - h. All persons traveling or performing with ARTIST are to be the ARTIST's employees and are to be paid by the ARTIST and not the PRESENTER.
 - i. If requested in writing by PRESENTER, ARTIST timely furnishing (i.e.: within ten days of request) of forms W-4 or W-9, and/or I-9 shall be a precedent required for the processing and issuing of any payments due to ARTIST hereunder.
 - j. Any notice in relation to this AGREEMENT may be given by (a) personal delivery to the other party, or (b) by overnight courier to the address first set forth below. Notice shall be deemed

given on the date personally delivered or, if sent by overnight courier, then on the day notice is actually received by the party.

Notices to PRESENTER should be sent to:

Kauffman Center for the Performing Arts
1601 Broadway Blvd.
Kansas City, MO 64108
Attn: Patrick Donnelly, Director of Theater Operations

Notices to Performer will be sent to the address at the top of this AGREEMENT.

This is the parties' complete AGREEMENT, which may not be amended except in writing executed by both parties.

PRESENTER

_____ Date: _____
Patrick Donnelly, Director of Theater Operations

ARTIST

_____ Date: _____

Printed name: _____