

**OSI PERFORMING ARTS PROGRAM AGREEMENT**

THIS AGREEMENT (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Performing Arts Instructor”), and OSI Performing Arts Program.

**WITNESSETH** <sup>SEP</sup>**WHEREAS**, Performing Arts Instructor has submitted a proposal for the performance of certain professional services; and, **WHEREAS**, OSI Performing Arts Program desires to enter into an agreement with Performing Arts Instructor for the performance of these professional services.

**NOW, THEREFORE**, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OSI Performing Arts Program and Performing Arts Instructor agree as follows:

**1. Scope of Services.** Performing Arts Instructor agrees to supply OSI Performing Arts Program with the following professional services (the “Services”):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Term.** Performing Arts Instructor shall commence providing the Services on \_\_\_\_\_, 20\_\_\_\_, and shall terminate on \_\_\_\_\_, 20\_\_\_\_ (the “Term”).

**3. Payment.** In consideration of the Services provided pursuant to this Agreement, OSI Performing Arts Program shall pay Performing Arts Instructor a fee of \_\_\_\_\_ Dollars per hour (\$\_\_\_\_\_). Payment of compensation specified in this Agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation, appropriation or availability of funds OSI Performing Arts Program for the purpose set forth in this Agreement. The parties agree that in the event, OSI Performing Arts Program, or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total operations that available funding for the payment of the costs for this Agreement is insufficient to continue, it may choose to terminate this Agreement by giving Performing Arts Instructor written notice of said termination, and this Agreement shall terminate immediately without any further liability to OSI Performing Arts Program.

**4. Dance Instructor’s Obligations.**

a. **Care of Property.** Performing Arts Instructor shall be responsible for the proper custody and care of any property furnished by OSI Performing Arts Program to Performing Arts Instructor for use in connection with the provision of Services, and

Performing Arts Instructor shall reimburse OSI Performing Arts Program for loss or damage to any such property.

**b. Subcontracting, Assignment, And Transfer Prohibited.** Due to Performing Arts Instructor's unique abilities, this Agreement is for personal services and Performing Arts Instructor shall not subcontract, assign, or transfer any interest in this Agreement without prior written approval of OSI Performing Arts Program. Upon Performing Arts Instructor's request and following prior written approval by OSI Performing Arts Program may:

i. Forward Performing Arts Instructor's payment directly to any person or entity designated by Performing Arts Instructor; or,

ii. Include any person or entity designated by Performing Arts Instructor as joint payee on Performing Arts Instructor's payment.

In no event shall such approval and action obligate OSI Performing Arts Program to anyone other than Performing Arts Instructor. Performing Arts Instructor shall remain responsible for all obligations under this Agreement.

**c. Compliance With Applicable Law.** Performing Arts Instructor shall comply with all federal, state, and local laws, ordinances, codes, rules, regulations, and licensing requirements applicable to the conduct of its business and the provision of the Services.

## 5. Termination.

a. OSI Performing Arts Program State may terminate this Agreement at any time by providing thirty (30) days' <sup>[11]</sup><sub>[SEP]</sub>written notice to Performing Arts Instructor.

b. If Performing Arts Instructor shall fail to provide the Services or fulfill its obligations in a timely and proper manner under this Agreement for any reason, including the voluntary or involuntary declaration of bankruptcy, OSI Performing Arts Program shall have the right to terminate this Agreement upon written notice to Performing Arts Instructor and termination shall be effective upon receipt. Performing Arts Instructor shall cease performance immediately upon receipt of such notice.

c. In the event of early termination, Performing Arts Instructor shall be entitled to receive just and equitable compensation only for costs incurred prior to receipt of notice of termination and for the satisfactory Services provided as of the date of termination and delivered to OSI Performing Arts Program. Performing Arts Instructor shall be responsible to OSI Performing Arts Program for damages sustained as a result of Performing Arts Instructor's breach of this Agreement, and OSI Performing Arts Program may withhold any payment due to Performing Arts Instructor for the purpose of setoff until such time as OSI Performing Arts Program can determine the exact amount of damages due a result of Performing Arts Instructor's breach.

d. All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the expiration or termination date of this Agreement unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitations.

e. An early termination fee of OSI Performing Arts Program shall be paid by the Performing Arts Instructor if the Performing Arts Instructor chooses to end this agreement prior to the expiration date with OSI Performing Arts Program. If the Performing Arts Instructor provides two weeks notice to OSI Performing Arts Program, the early termination fee will be reduced to twice calculated rate of pay or a thousand dollars, whichever may be greater.

## **6. Indemnification.**

a. Performing Arts Instructor shall indemnify, defend, and hold harmless OSI Performing Arts Program, its Trustees, officers, agents, and employees, from liability of any kind, including all claims and losses for injuries to persons or damage to property accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Performing Arts Instructor in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.

## **7. Intellectual Property and Copyright.**

- a. All intellectual property, including but not limited to, patentable inventions, patentable plants, novel plant varieties, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered by Performing Arts Instructor in performance of this Agreement shall be the property of OSI Performing Arts Program.
- b. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of Performing Arts Instructor's provision of Services shall vest in OSI Performing Arts Program. Works of authorship and contributions to works of authorship created by Performing Arts Instructor in connection with its provision of Services are hereby agreed to be "works made for hire."
- c. Performing Arts Instructor warrants that its Services do not infringe the copyright of others and agrees to release, discharge and hold harmless, OSI Performing Arts Program its employees and agents, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, in law or equity, based upon or arising out of the Services or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement.

## **8. Independent Contractor.**

Performing Arts Instructor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in connection with its provision of the Services. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Performing Arts Instructor and OSI Performing Arts Program. Performing Arts Instructor represents that it has, or will secure at its own expense, all personnel required in performing the Services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with OSI Performing Arts Program.

## **10. Lost Business**

Upon leave, the Performing Arts Instructor may not open a place of business that provides the same services, similar service, or become employed by a business that provides the same services or similar service within a 100 mile radius. If the Performing Arts Instructor breaks this agreement, the Performing Arts Instructor agrees to pay in full the amount of "lost business." ("Lost business" is defined as the number of students receiving service from the Performing Arts Instructor multiplied by the price of a similar service as defined by OSI Performing Arts Program ; if OSI Performing Arts Program has closed the price will be the last price charged before termination). This will be in effect indefinite after this agreement.

## **11. Force Majeure.**

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

## **12. Entire Agreement.**

This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.

## **13. Governing Law.**

This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State in which services will be rendered.

**IN WITNESS THEREOF**, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

**OSI PERFORMING ARTS PROGRAM**

**Being of sound mind and reason, the parties hereby agree to this contract in full.**

**Performing Arts**

**Instructor:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witnessed By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_