

PROFESSIONAL SERVICES AGREEMENT WITH TREASURE VALLEY CHILDREN'S THEATER

This PROFESSIONAL SERVICES AGREEMENT WITH TREASURE VALLEY CHILDREN'S THEATER (hereinafter "Agreement") is made this ___ day of _____, 2021, by and between the Meridian Arts Commission, through the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City"), and Treasure Valley Children's Theater, a nonprofit corporation organized under the laws of the State of Idaho (hereinafter "TVCT").

WHEREAS, the mission of the Meridian Arts Commission is to develop, advance, and nurture all facets of the arts to enhance the quality of life for Meridian residents and its visitors;

WHEREAS, the mission of TVCT is to be part of a healthy, growing community by producing quality theater arts experiences for children; and

WHEREAS, the respective governing bodies of City and TVCT find that these missions complement each other and wish to work together to further the objectives of both by engaging TVCT to present theater arts experiences as set forth in the proposal attached hereto as *Exhibit A*;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, City and TVCT agree as follows:

I. Scope of services.

TVCT shall provide the following services, deliverables, and materials under this Agreement:

- A. TVCT shall obtain all necessary royalties and scripts.
- B. TVCT shall schedule and hold auditions and rehearsals, and shall provide Children's cast members with all necessary materials for such experience.
- C. TVCT shall provide the following staff and any other staff necessary to provide the services and deliverables set forth in this Agreement: director, music director, choreographer, stage manager, production assistant, costume designer, and light designer.
- D. TVCT shall provide all necessary costumes, props, and set.
- E. TVCT shall provide and distribute marketing materials, including printing posters, flyers, t-shirts, and programs.
- F. TVCT shall reserve and pay all related costs for audition, rehearsal, and performance space.
- G. TVCT shall present to the public the theater arts experiences as set forth in the proposal attached hereto as *Exhibit A* by September 30, 2021.

II. Compensation and payment.

A. Amount. City shall pay TVCT for professional services described herein in an amount not to exceed five thousand dollars (\$6,331.00).

B. Payment schedule. Following TVCT's provision of detailed invoice to City, City shall pay TVCT in accordance with the following schedule:

1. By March 31, 2021, City shall mail payment to TVCT in the amount of \$2,331.00.

2. By March 31, 2021, City shall mail payment to TVCT in the amount of \$1,000.00.
3. By April 30, 2021, City shall mail payment to TVCT in the amount of \$1,000.00.
4. By May 31, 2021, City shall mail payment to TVCT in the amount of \$1,000.00.
5. By June 30, 2021, City shall mail payment to TVCT in the amount of \$1,000.00.

C. Materials fees; revenue. TVCT shall be entitled to collect a materials fee from each cast member in an amount not to exceed two hundred and fifty dollars (\$250.00). In exchange for such fee, each cast member shall be entitled to participation in rehearsals per TVCT's casting and direction; direction and coaching from TVCT staff at weekly rehearsals; and performance per TVCT's casting, direction, and scheduling. TVCT may not turn away any person due to inability to pay the materials fee; TVCT shall waive and/or make other accommodations for such fee upon request and demonstration of financial hardship. TVCT shall be entitled to retain any revenues realized from ticket sales, sponsorships, or other fundraising undertaken by TVCT.

III. General provisions.

A. Indemnification. TVCT and each and all of TVCT's employees, agents, contractors, officials, officers, servants, guests, and/or invitees, including any and all participants in Event or related activities, shall indemnify and save and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Organizer or any Organizer employee, agent, contractor, official, officer, servant, guest, and/or invitee, or any participant in or observer of Organizer programming, at or in its use of Park or any lack of maintenance or repair thereon and not caused by or arising out of the tortious conduct of City.

B. Insurance. TVCT shall submit to City proof of an insurance policy issued by an insurance company licensed to do business in Idaho protecting TVCT, TVCT's employees, and TVCT's agents from all claims for damages to property and bodily injury, including death, which may arise during or in connection with the play, including auditions, rehearsals, set-up, performance, and tear-down. Such insurance shall name City as additional insured, and shall afford at least five hundred thousand dollars (\$500,000.00) per person bodily injury, five hundred thousand dollars (\$500,000.00) per occurrence bodily injury, and five hundred thousand dollars (\$500,000.00) per occurrence property damage. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City as set forth in this Agreement or any permit. If City becomes liable for an amount in excess of the insurance limits herein provided due to the actions or omissions of Organizer or any Organizer employee, agent, contractor, official, officer, servant, guest, and/or invitee, or any participant in or observer of Event or related activities, Organizer covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. At all times during the course of this Agreement, TVCT shall maintain worker's compensation coverage in the amount required by law for each and every employee utilized in the course of performance of this Agreement.

C. Notices. All notices required to be given by either of the parties shall be in writing and be deemed communicated when personally served or mailed via U.S. mail, addressed as follows:

If to TVCT:

Autumn Kersey
Treasure Valley Children’s Theater
P.O. Box 9144
Boise ID 83707

If to City:

Audrey Belnap, Arts and Culture Coordinator
City of Meridian
33 East Broadway Ave
Meridian ID 83642

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

- D. Assignment.** City shall not assign or sublet all or any portion of City’s interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of TVCT. TVCT shall not assign or sublet all or any portion of TVCT’s interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of City. This Agreement and each and all of the terms and conditions hereof shall apply to and are binding upon the respective organizations, legal representatives, successors, and assigns of the parties.

- E. No agency; independent contractor.** Neither TVCT nor its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of City in any manner or for any purpose whatsoever in TVCT’s use and occupancy of facilities at which auditions, rehearsals, workshops, and/or performances are held. In all matters pertaining to this agreement, TVCT shall be acting as an independent contractor, and neither TVCT nor any officer, employee or agent of TVCT shall be deemed an employee or agent of City in any manner or for any purpose. Specifically, without limitation, TVCT understands, acknowledges, and agrees that TVCT and its employees, agents, contractors, officials, officers, servants, guests, and/or invitees:
 1. Are free from actual and potential control by City in the provision of services under this Agreement.
 2. Are engaged in an independently established trade, occupation, profession, or business.
 3. Have the authority to hire subordinates.
 4. Own and/or will provide all major items of equipment necessary to perform services under this Agreement.

- F. Compliance with laws.** In performing the scope of services required hereunder, City and TVCT shall comply with all applicable federal, state, and local laws.

- G. Attorney Fees.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys’ fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

- H. Time of the essence.** The parties shall fulfill obligations described in this Agreement in a timely manner, as set forth herein. The parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a default of this Agreement.

- I. Termination.**
 1. Grounds. Grounds for termination of this Agreement shall include, but shall not be limited to: an act or omission by either party which breaches any term of this Agreement; an act of nature

or other unforeseeable event which precludes or makes impossible the performance of the terms of this Agreement by either party; or a change in or occurrence of circumstances that renders the performance by either party a detriment to the public health, safety, or welfare.

2. **Process.** Either party may terminate this Agreement by providing fourteen (14) days' notice of intention to terminate. Such notice shall include a description of the breach or circumstances providing grounds for termination. A forty-eight (48) hour cure period shall commence upon provision of the notice of intention to terminate. If the defaulting party successfully cures the breach or circumstances providing grounds for termination, the terminating party shall signify such cure by issuing written withdrawal of the notice of termination. If, upon the expiration of such cure period, cure of the breach or circumstances providing grounds for termination has not occurred, this Agreement shall be terminated.

J. Construction and severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

K. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

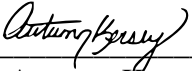
L. Discrimination prohibited. In performing the Services required herein, TVCT shall not discriminate against any person on the basis of race, color, religion, gender, sexual orientation, national origin or ancestry, age, or physical handicap.

M. Applicable law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.

N. Approval Required. This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and TVCT.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

TREASURE VALLEY CHILDREN'S THEATER:

BY: 
Autumn Kersey
Executive Director

CITY OF MERIDIAN:

Attest:

BY: _____
Robert E. Simison
Mayor

Chris Johnson
City Clerk

SEASON 2021**MAC SUPPORT REQUEST**

January 14, 2021

Meridian Arts Commission



Thank you for your partnership and sponsorship of our theatrical season of shows that reach thousands of Treasure Valley area youth and families. We hope that you will consider supporting our 9th season.

TVCT programs empower youth and inspire future innovators, entrepreneurs, creators, humanitarians and artists. Performing arts experiences offer youth a safe space within which to take risks, explore new ideas, develop their sense of self, express themselves, and support others in doing the same. Art education programs also build a climate of high expectation, discipline, and academic rigor that attracts businesses and strengthens community.

Treasure Valley Children's Theater's 2021 theatrical season has been adjusted to respond to the existing health restrictions as well as the needs of our community.

We are seeking support totaling \$6,331 to help underwrite the following programs:

- Match the Idaho Commission on the Arts support for *10 Ways to Survive Life in a Quarantine*, supporting free performances in 23 Meridian elementary school classrooms Jan.-May, 2021. (\$2331)
- Serve as a Presenting Sponsor for the Summer Theater in the Park program, offered as a "pay what you will" to the community every Saturday at an area park (TBA), June - Aug., 2021. (\$4000)
 - (Title subject to change) *Gooney Bird Green and Her True Life Adventures* by Lois Lowry - Gooney Bird awakens dormant imaginations and that we can cast ourselves as the heroes in our own true tales of discovery and adventure.
 - (Title subject to change) *Flora & Ulysses* - A squirrel with superpowers becomes best friends with a 10-year-old girl in this adaptation of Kate DiCamillo's book.
 - Additional title TBA
 - Tentative rights & health restrictions pending: *Peter and the Starcatcher* by Rick Elise, Music by Wayne Parker - The Tony-winning play, based on the best-selling novels, upends the century-old story of how a miserable orphan boy becomes the legendary Peter Pan.

Supporter Recognition and Benefits:

Logo and listing as a sponsor on all marketing materials; Full page ad in all production programs; Verbal acknowledgement at every public performance (minimum of 9); Social media shout outs; Inclusion in our quarterly newsletter; Logo placement on our website; Logo and link from our website (average 3000 visitors per month).

We hope we can count on your support for another season! Please sign and return this agreement on or before February 15, 2021.

Autumn Kersey, Executive Director

Treasure Valley Children's Theater

Meridian Arts Commission

PO BOX 9144 BOISE, ID 83707
COM

208.287.TVCT (8828)

TREASUREVALLEYCHILDRENTHEATER.