

## AGREEMENT for BALLET PERFORMANCE IN INITIAL POINT GALLERY

This **AGREEMENT for BALLET PERFORMANCE IN INITIAL POINT GALLERY** (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Ballet Idaho, Inc. a non-profit organization organized under the laws of the State of Idaho, whose address is 501 S. 8th Street, Boise, Idaho (“Ballet Idaho”) (together, “Parties”).

**WHEREAS**, the City desires that Initial Point Gallery, a public art gallery on the third floor of Meridian City Hall, at 33 E. Broadway, Meridian, Idaho (“Venue”), serve as a place where members of the community can gather to enjoy visual and performing arts;

**WHEREAS**, to that end, on February 6, 2023, at 4:30 p.m., in Venue, the Meridian Arts Commission is hosting a reception (“Event”) to celebrate the opening of an exhibit by the Boise Open Studios Collective Organization (“BOSCO”) entitled “Dance Study,” featuring artwork by BOSCO artists created in collaboration with Ballet Idaho; and

**WHEREAS**, the Parties mutually desire to present, as part of the Event, a performance by Ballet Idaho;

**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, the Parties agree as follows:

- A. Performance.** Ballet Idaho shall perform for the public, between 4:30 p.m. and 7:00 p.m., on February 6, 2023, in Venue.
- B. Sound system; set up and sound checks.** Ballet Idaho may provide, set up, and operate any and all sound systems and equipment necessary to electronically amplify music and spoken announcements no earlier than 2:00 p.m. on February 6, 2023, and may rehearse and/or perform sound checks at that time.
- C. Risers; flooring.** If Ballet Idaho elects to use risers or flooring for its performance, Ballet Idaho shall provide and set up such equipment, and shall utilize such materials necessary to protect City facilities from any and all damage therefrom.
- D. Compensation.** City shall make no payment to Ballet Idaho for services rendered under this Agreement.
- E. Cancellation.** City may, in City’s sole discretion, cancel the Event and/or Ballet Idaho’s performance, for any reason.

- F. Venue.** City shall provide for the performance the Venue, which is an indoor public area. Ballet Idaho shall be solely responsible for any and all measures necessary to protect equipment, performers, staff, and crew from damage or injury due to conditions that do or may exist at or in Venue. Ballet Idaho and Ballet Idaho shall comply with all requirements of the City Building Maintenance Technician or Arts & Culture Coordinator, as may be reasonable and for the purpose of protecting City facilities and property.
- G. Public venue.** Ballet Idaho acknowledges that the Venue is a public place and that all members of the public shall be invited to attend. To this end, Ballet Idaho shall perform such material and in such a manner as shall be appropriate for all ages, values, and sensibilities. Ballet Idaho's performance and attire shall not include language, attire, and/or behavior that is profane, sexual, violent, or discriminatory.
- H. Photography and recording.** City shall not be authorized by this Agreement to photograph, record, video tape, reproduce, transmit, or disseminate images or footage in or from the Venue. In the event that City wishes to do so, City shall follow the requirements of the American Guild of Musical Artists ("AGMA") for Publicity and Video/Photo Use as set forth in *Exhibit A*. City shall advise the organizer of the BOSCO exhibit of such requirements and request that its members also adhere to the AGMA requirements. City shall not be responsible for the actions of persons who are not under its employment or control.
- I. Time of the essence.** Ballet Idaho acknowledges that services provided under this Agreement shall be performed in a timely manner. 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 breach of, and a default under, this Agreement by the party so failing to perform.
- J. Promotion of Event.** City shall promote the performance in community promotional materials and avenues. Ballet Idaho may undertake additional promotional activities at Ballet Idaho's own expense and effort, subject only to the limitations set forth herein. City hereby conveys to Ballet Idaho permission to use City's name in all forms and media and in all manners, except that City's logo may not be used in any manner whatsoever without the express, written consent of the Mayor's Chief of Staff. Ballet Idaho shall be listed as "Ballet Idaho" in all promotional materials that are created by City or within City's control.
- K. Indemnification.** Ballet Idaho and each and all of its performers, employees, agents, volunteers, and/or representatives shall, and hereby do, indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, guests, invitees, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Ballet Idaho or any of its performers, employees, agents, volunteers, and/or representatives, in connection with this Agreement or activities related thereto. Ballet Idaho acknowledges that the Event and its performance at Event presents risks, some of which are unknown, and do agree to assume all

such known or unknown risks.

- L. Waiver.** Except as to rights held under the terms of this Agreement, Ballet Idaho and each member of Ballet Idaho shall, and hereby do, waive any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident the performance of this Agreement, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of concurrent or sole negligence of City or its officers, agents or employees.
- M. Relationship of Parties.** Ballet Idaho and each member of Ballet Idaho is an independent contractor and is not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Ballet Idaho or any member of Ballet Idaho and City or any official, agent, or employee of City. Ballet Idaho and Ballet Idaho shall retain the right to perform services for others during the term of this Agreement.
- N. Compliance with law.** Throughout the course of this Agreement, Ballet Idaho and each member of Ballet Idaho shall comply with any and all applicable federal, state, and local laws.
- O. Non-Discrimination.** Throughout the course of this Agreement, neither Ballet Idaho nor any member of Ballet Idaho shall discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory handicap.
- P. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- Q. Costs and attorneys' fees.** If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.
- R. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- S. Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of

any other remedy.

**T. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.

**U. Non-waiver of breach.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

**V. Successors and assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.

**W. Notice.** Any and all notice required to be provided by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:

City:  
Attn: Arts and Culture Coordinator  
City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642

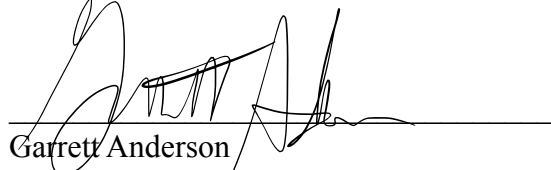
Ballet Idaho:  
Brad Miller, President  
Ballet Idaho  
501 S. 8th Street  
Boise, Idaho 83702

Either party may change its address for the purpose of this section by giving written notice of such change in the manner herein provided.

**X. Approval required.** This Agreement shall not become effective or binding until approved by the City of Meridian.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the Effective Date first written above.

**BALLET IDAHO:**

  
\_\_\_\_\_  
Garrett Anderson  
Interim Executive Director

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Robert E. Simison, Mayor

By: \_\_\_\_\_  
Chris Johnson, City Clerk

## EXHIBIT A

### Summary of the American Guild of Musical Artists (AGMA) Publicity and Video/Photo Use Provisions

1. Notice of 24 hours MUST be given to the dancers prior to ANY photos or video being taken. Prior to this notice, the Association of American Dancing (“AAD”) MUST be given an additional 24-hour notice to ensure the filming/photography is included on the dancer’s daily schedules.
2. ALL pictures and videos produced that include 2 or fewer dancers MUST be approved by the dancers. This can be done through the AAD or Ballet Idaho’s marketing department. The dancers have 24 hours to approve the footage.
3. Credit MUST be given to dancers pictured if there are 2 or fewer dancers. Credit MUST be given to any dancers featured in any group footage. Credit should include the dancer’s position in the Company if a Principal or Soloist. Credit MUST include the photographer, choreographer (if applicable), and any other artist whose work is presented within the footage. Credit will carry the line “Dancers included are – (include dancer names)”. The easiest way for this to be done correctly is to send the footage to Ballet Idaho’s marketing department for review and verbiage. Requests may be sent to [ewestfall@balletidaho.org](mailto:ewestfall@balletidaho.org) or [cmrozinski@balletidaho.org](mailto:cmrozinski@balletidaho.org).
4. Images, video, and/or any other promotional material not used by Ballet Idaho to promote Ballet Idaho or dance generally MUST go through a special negotiation process with AGMA before being shared. This can take a while, so it is best to start the process early.
5. Ballet Idaho may allow creation and distribution of promotional recordings of performances as long as the dancers *can* decide *not* to participate, appropriate notice was given (see above), and the recording is 5 minutes long or less. If the recording is longer than 5 minutes, additional restrictions will apply.