

Purchaser: Santa Barbara Junior High, Santa Barbara CA
March 12, 2019 / (2) RIGHT T DREAM
Total Amount: \$600.00

Agreement Terms and Conditions

1. **Restriction on recording.** The recording, reproduction, filming or transmission of the presentation of the program is prohibited without the written consent of the Presenter, and Purchaser shall be responsible for the strict enforcement of this paragraph.
2. **Payment of taxes.** Presenter executes this Agreement as a self-employed independent contractor, and not as an employee of the Purchaser. Therefore, payment of any income taxes, payroll taxes, or similar taxes due under federal, state, or local law shall be the sole responsibility of Presenter.
3. **Authority to sign agreement.** The person signing this Agreement on behalf of the Purchaser hereby warrants and guarantees that he or she has the authority to sign this Agreement and bind the Purchaser to the terms of the Agreement, whether said Purchaser is an individual, partnership, corporation, or some other entity.
4. **Cancellation.** Neither party to this Agreement shall have the right to cancel this Agreement, except in the case of a mutual Agreement by the parties to cancel made in writing and signed by both parties. The attempt by one party to cancel this Agreement without the permission of the other party shall be a breach of this Agreement.
5. **Non-performance.** In the event of sickness or of accident to Presenter, or if a performance is prevented or rendered impossible by, any act or regulation of any public authority or bureau, any act of god, civil unrest, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies, severe weather conditions, or any cause beyond the control of Presenter or Purchaser, it is understood and agreed that there shall be no claim for damages by either party to this Agreement. Purchaser shall bear all of its own expenses (if any) in such event. Should Presenter not render any performance for any reason stated above, presenter shall not be entitled to any compensation and shall return any prepaid compensation to Purchaser.
6. **Responsibility for damage.** The Purchaser agrees to be responsible for the actions of the Purchaser's employees, patrons, and/or students and to reimburse the Presenter for any damage suffered due to the actions of Purchaser's employees, patrons and/or students including but not limited to harm to or theft of Presenter's equipment or materials while such equipment or materials are at the place of the performance, or personal injury to Presenter. The Presenter agrees to be responsible for Presenters actions and to reimburse the Purchaser for any harm suffered due to Presenter's actions in violation of this Agreement.
7. **Breach and remedies.** Should either party find it necessary to commence legal action in the case of breach, or to otherwise enforce the terms of this Agreement, the prevailing party shall be entitled to an award of court costs, and expenses and attorney's fees incurred in such legal action in addition to any damages or other legal relief awarded. The parties agree that venue for any legal action by either party shall be in King County, Washington. Both Presenter and Purchaser agree to be subject to the jurisdiction of the courts of King County, Washington for purposes of any legal action.
8. **Warranty of presenter.** The Presenter warrants and guarantees to the Purchaser that the Presenter has fully secured the rights to present the program in accordance with the terms of this Agreement.
9. **Advertising and promotion.** Presenter agrees that Purchaser shall have the right to use Presenter's name, the title of the program and approved pictures and other likeness in connection with the advertising and publicizing of the presentation. Such use shall not be as an endorsement of any product or service, or for the sale of any merchandise, except with Presenter's written permission.
10. **Assignment and governing law.** This Agreement cannot be assigned or transferred without the written consent of both parties. The waiver of any breach of this Agreement shall not be deemed to be a continuing waiver. This Agreement contains the complete Agreement between the parties. No modification, or change to this Agreement shall be valid unless made in writing, dated, and signed by both parties. The validity interpretation and enforcement of this Agreement shall be governed by the laws of the state of Washington regardless of the place of presentation of the program. The terms Presenter and Purchaser as used in this Agreement shall include and apply to the singular and the plural, and to all genders.
11. **Time of payment.** Compensation shall be paid by no later than thirty days after the day of service unless prior arrangements have been agreed upon by both parties. Consecutive day bookings are payable on last day of service. **All payments shall be made by check or PayPal on our website.** Any deviation from the specific terms of this Paragraph by the Purchaser shall constitute a breach of this entire Agreement. In the case of such a breach, Presenter shall be relieved of any obligation to

present the program, and Presenter shall have the right to seek monetary damages against Purchaser for the full amount stated in this Agreement, in addition to any other remedies available by law.

12. **Manner of performance.** The Presenter agrees to provide the following: Educator, Video or Flash Drive and visual aids. Purchaser shall provide the following: TV, DVD or laptop in classroom settings or video projector, screen, and audio support in large group situations. *Purchaser understands that wall or ceiling mounted televisions are not acceptable for the presentation of this program.*

The Presenter shall at all times have complete supervision, direction, and control over the presentation of the program. Presenter shall have the right to control the manner, means, and details of the performance of services to fulfill the requirements of this Agreement, including but not limited to the manner of dress, volume level of the performance, and equipment set up and operation. The only exceptions to this paragraph that shall apply are those written below:

13. **Audience limitations.** That Purchaser is aware that the program is not suitable for children in classes younger than grade 5 (except *The New American*, which may be suitable for grade 4 and *Klondike* and *Island of Hope* which may be suitable for K-4). If the Purchaser desires to present the program to children younger than grade 5, the Purchaser will secure advance permission from both the Presenter's artistic director and the on site performer, which permission may be withheld for any reason. Should any children younger than grade 5 be present for a performance not specified as age appropriate for such grade level without proper permission as stated above, the on site performer shall have the right to refuse to perform. In such a case, the Purchaser shall still be liable to pay the full compensation to Presenter.

14. **Audience security.** The Purchaser shall ensure that there is a minimum of one teacher or authorized adult present for every class at each performance. If more than one class is combined for one performance, the Purchaser shall ensure that there is a teacher or authorized adult present for each class present at the performance. The teachers or authorized adults shall remain for the entire performance. The performer shall have the right to refuse to perform or to stop a performance if the required number of authorized adults is not present at all times or if the performer, in his or her sole discretion, determines that there is not sufficient discipline over the audience to allow for a safe and meaningful presentation of the program. In such a case, the Purchaser shall still be liable to pay the full compensation to Presenter.

Accepted and agreed to by:

LIVING VOICES: Elizabeth Falzone, Elizabeth Falzone, Managing Director _____
600 North 36th St. Suite 221, Seattle WA 98103
Phone: 206-328-0798 (FAX) 206-328-4626
Email: livingvoices@livingvoices.org
Date: February 27, 2019
Tax I.D. Number, 94-3164871
Washington U.B.I. # 601-299-005

Purchaser Printed Name: Meg Jetté *ms*

Purchaser Signature & Title: *Meg Jetté* Date: _____

Phone: 805 963-4338 ext. 6230 Email: Meg Jetté
Asst. Supt. of Business
Santa Barbara Unified SD

mjette@sbunified.org