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Making Faces Productions
PO Box 241193
Los Angeles, CA 90024
818-618-4772
info@makingfacesproductions.org

Letter of Agreement

September 30, 2008

This agreement is entered into on this ___ day of ___, 20___, by _____ (Artist), a California performing artist/ensemble, located at _____ and Making Faces Productions (Artist's Manager), a non-profit 501(c)3 arts organization, located at 2607 – 147th Place SE, Mill Creek, WA 98012. This agreement shall be deemed effective as of the last date of signature of the parties hereto.

1. Relationship & Term Artist's Manager shall represent Artist for their touring theatrical productions taking place the season from October 1, 20___ to September 30, 20___ (Productions). Artist's Manager will be responsible for selling the Productions to major and local arts presenters within and outside the United States of America (Venues), which will involve distributing Artist materials, making contact and forming relationships with theatrical arts presenters and Venues, arranging the details with Venues of payment and services required and provided by Artist, negotiating and signing contracts for Artist with Venues, and monitoring and enforcing these contracts between Artist and Venues.

Artist will be responsible for directing and managing the Productions and organizing all financial aspects of the Productions as an independent fiscal body. If Productions incur a loss or gain after all income is recorded and expenses paid, then Artist will be solely responsible for this loss or gain. Artist's Manager will receive all artist fees and payments from the Venues in which Artist's Manager books shows, performances, educational residencies, or other engagements for Artist, which will be defined as bookings made in which Artist Manager has performed any of the above listed services for Artist in order to assist in the booking procedures of Venues. Artist's Manager will maintain accurate financial records of all monies received and expended for the booking of Productions, maintain a business bank account for use with these transactions, and transfer all monies received in this way to Artist minus the Artist's Manager Fee described below in section 2. Payment. All other financial transactions (including but not limited to artist fees, printing costs, space rental, receipt of cash, sale of merchandise, etc.) will be handled and managed by Artist. Funds received by Artist's Manager for Productions and paid to Artist will be treated as a reimbursement for Production expenses that Artist has incurred due to specific booking agreements that will be detailed separately with Venues, all payments and contract fees will be settled by the end of the Production for the specific booking agreements unless detailed in a separate payment contract. Artist shall keep and provide documentation of all income and expenses related to any funds received or paid by Artist for Productions, including deposits, sales, expenses, per diem, other cash expenditures, contact information for artists, presenters, venues, technical staff, participants, performers, vendors, etc. Artist's Manager shall keep and provide documentation of all income and expenses related to any funds received or paid by Artist's Manager for Productions, including deposits, sales, expenses, per diem, other cash expenditures, contact information for artists, presenters, venues, technical staff, participants, performers, vendors, etc.

Artist's Manager will not be held liable for any illegal, negligent, or delinquent acts on the part of Artist or its officers and agents. Artist shall be responsible for all aspects of planning the Productions including, but not limited to, financial management and fiscal responsibility, rehearsal & performance organization, artistic product and quality, and casting – including performers, technical staff, and individuals involved in Productions or from other collaborating artists or companies.

Artist's Manager shall be referred to as "Artist's Manager or Booking Agent" in all correspondence and documentation of the Productions for the period of the terms of this agreement, and Artist shall retain full credit for the creation and presentation of the Productions.

Artist will not be held liable for any illegal, negligent, or delinquent acts on the part of Artist's Manager or its officers and agents. Artist's Manager shall be responsible for all aspects of planning, organizing, and managing Making Faces Productions including, but not limited to, financial management and fiscal responsibility, organization of other productions under separate agreements, Board of Directors meetings, and other collaborating artists or companies.

2. Payment For the term of this agreement, Artist agrees to pay Artist's Manager a 10% fee of all Productions income or booking fees from Venues booked by Artist's Manager as described above. This fee will be deducted from the gross amount of Productions income or booking agreement fees that is received from booked Venues, and taken only when money is received from these booked Venues. If Productions income or booking agreement fees are not received by Artist's Manager for any reason, then Artist agrees to pay this same amount to Artist's Manager upon receipt of these Productions income or booking agreement fees.

Ticket sales for Productions will be handled and tracked by Artist or Venue, detailed on a separate booking agreement and not included in the Productions income for determining Artist's Manager Payment. All other monies collected and other financial obligations relating to Productions will remain under the ownership and jurisdiction of Artist or Venues (to be determined on separate booking agreements), such as other productions under separate agreements, marketing campaigns, fundraising events, merchandise, concessions, etc. All other monies collected and other financial obligations relating to Artist's Manager's outside activities will remain under the ownership and jurisdiction of Artist's Manager, such as other productions under separate agreements, marketing campaigns, fundraising events, merchandise, concessions, etc.

3. Ownership Artist retains all copyright and other ownership rights of all kinds for Productions. Artist's Manager shall identify Artist as the copyright owner on all materials featuring Artist's original choreography, text, music, performance, and other designs related to Productions, which may include the word "Copyright" or the copyright symbol, Artist's name, and the year date of Productions. Artist represents that Artist is sole and exclusive owner of the copyright in the original choreography and other designs related to Productions and agrees to indemnify Artist's Manager against any claims of copyright infringement involving the use of choreography, text, music, performance, and other designs related to Productions that Artist's Manager may use or distribute for booking purposes in the form of images, video documentation, or any other materials used for publicity and promotion. At no point will Artist's Manager claim responsibility for the creation of Artist or Productions.

Artist's Manager retains all copyright and other ownership rights of all kinds for all other outside activities of Artist's Manager. Artist shall identify Artist's Manager as the copyright owner on all materials featuring Artist's Manager's original choreography, text, music, performance, and other designs related to Artist's Manager's outside activities, which may include the word "Copyright" or the copyright symbol, Artist's Manager's name, and the year date of Artist's Manager's outside activities. Artist's Manager represents that Artist's Manager is

sole and exclusive owner of the copyright in the original choreography, text, music, performance, and other designs related to Artist's Manager's outside activities and agrees to indemnify Artist against any claims of copyright infringement involving the use of choreography, text, music, performance, and other designs related to Productions that Artist's Manager may use or distribute for booking purposes in the form of images, video documentation, or any other materials used for publicity and promotion. At no point will Artist claim responsibility for the creation of Artist's Manager or Artist's Manager's outside activities.

4. Copyright Use Artist's Manager shall use its best efforts to represent, promote, and sell Productions, Artist, and other related events, and will distribute materials to the public for these purposes. Artist will provide all Production information (budget details, tech specifications, travel arrangements, etc...) and physical press materials (brochures, photos, dvds, cds, other printed paperwork, etc...) to Artist's Manager upon request, in a timely manner, and at Artist's own cost. Artist shall have the right to approve the quality and accuracy of reproduction of the original choreography, images, Productions information, major marketing materials and emails to the general community, and other designs related to the Productions on promotional materials released by Artist's Manager prior to their release. Artist agrees not to withhold approval unreasonably.

Artist shall use its best efforts to represent, promote, and sell Artist's Manager and other outside activities, and may distribute materials to the public for these purposes. Artist's Manager shall have the right to approve the quality and accuracy of reproduction of the original choreography, images, outside activity information, major marketing materials and emails to the general community, and other designs related to the outside activities on promotional materials released by Artist prior to their release. Artist's Manager agrees not to withhold approval unreasonably.

5. Exclusivity Neither party shall assign rights or obligations under this Agreement to any other party, nor can this Agreement be extended to any other group, individual, or organization unless agreed to in a separate document in writing.

6. Confidentiality Each party agrees that it shall hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of the other party, except pursuant to the disclosing party's written consent or a court order. "Confidential Information" shall mean all non-public information that the disclosing party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential, including but not limited to instructor and performer fees.

7. Indemnification

A. Artist's Manager hereby agrees to indemnify and hold harmless Artist, as well as its successors, assignees and legal representatives from and against any and all liability, losses, damages, costs and expenses (including but not limited to, reasonable legal fees and disbursements) incurred or suffered by Artist arising out of or by reason of any breach of any of Artist's Manager's representations, warranties, guarantees or agreements herein made and from any claim of a third party for breach of contract by reason of any failure of Artist's Manager to duly perform any of its obligation hereunder, or from any loss or claim of any party of any kind, nature or description for personal injuries, property damage or any other liability, claims or proceedings arising out of Artist's Manager's role in any Production.

B. Artist hereby agrees to indemnify and hold harmless Artist’s Manager, their Directors, Officers, Staff, members, employees, volunteers as well as their successors, assignees and legal representatives thereof from and against any and all liability, losses, damages, costs and expenses (including, but not limited to reasonable legal fees and disbursements) incurred or suffered by Artist’s Manager arising out of or by reason of any breach of any of Artist’s representations, warranties, guarantees or agreements herein made and from any claim of a third party for breach of contract by reason of any failure of Artist’s Manager to duly perform any of its obligation hereunder, or from any loss or claim of any party of any kind, nature or description for personal injuries, property damage or any other liability, claims or proceedings that may be undertaken as consequence of Artist’s role in any Production.

8. Jurisdiction This Agreement shall be construed in accordance with the laws of the state of Washington and any and all business transaction will be made within the State of Washington, even if the transactions are with organizations, businesses, corporations, individuals, governments, or any other body out of State or out of Country. Any dispute that may arise under this Agreement shall be settled in the Arts Arbitration and Mediation Services of Washington Lawyers for the Arts. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorney’s fees and costs.

9. Termination / Renewal This Agreement can be terminated by Artist’s Manager or Artist at any time with 60 days written notice, and will otherwise expire on the date listed above under Section 1: Relationship & Term. Any outstanding debt at the time of termination will be dealt with by the appropriate governing body: Artist responsible for Productions and Artist’s Manager responsible for any other outside activities. Termination or Expiration only prohibits the use of this agreement for future financial transactions and representations, all remaining financial transactions and representations for the terms of the agreement (prior to Termination or Expiration) must be reconciled by Artist’s Manager and Artist. All monies owed must be paid by and to either party within 60 days from when notice was given. Renewal of this agreement shall be determined at the end of the term outlined above and will be established for the remainder of any Productions in a separate agreement.

10. This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by a written agreement signed by both parties hereto.

IN WITNESS WHEREOF, the parties have signed by Agreement as of the date first set forth above.

Artist’s Manager Representative

TITLE

DATE

Artist Representative

TITLE

DATE

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p.o. box 241193
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tel. 818•618•4772



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2607 147th place se
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Main Contact Information:

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Producing Artistic Director & President	
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