

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

Letter of Agreement: This Agreement must be signed and returned before in effect.

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 (Producer), 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 Producer shall co-produce Artist for all productions or projects taking place the season from September 20[] to September 20[] (productions) and will be the Federal Tax Exempt Fiscal Receiver. Producer will be responsible for:

- Fiscally receiving select donations and grants and distributing them to Artist productions.
- Maintaining accurate financial records of all monies received and expended for Artist productions. A separate account (Account) will be designated in Producer's books for use of the Artist productions.
- Maintaining a business bank account for Artist's fund receipt and payment.
- Paying select bills for Artist submitted to Producer for payment, up to the limit of funds currently deposited. These payments will be made within thirty (30) days of receipt of bills.
- Issuing Receipts of Contribution for donations that Artist procures, these receipts will be sent within thirty (30) days of donation receipt.
- Fundraising for various efforts to be detailed separately.
- Producer will not be held liable for any illegal, negligent, or delinquent acts on the part of the Artist.

Artist shall be responsible for:

- All aspects of the productions including, but not limited to, financial management, rehearsal & performance organization, artistic product and quality, and casting – including performers and individuals involved in specific productions or from other collaborating artists or companies.
- Providing Producer with its governing documents and completed and filed IRS Form SS-4 or other organizing documentation if Artist is an organization or, if Artist is an individual, then Artist personally assumes full legal, fiscal, and oversight responsibility for all aspects of this Agreement.
- Maintaining independent documentation and providing upon request all income and expenses of Productions, especially related to any funds received by Producer.
- Managing all other monies collected, debts incurred, or other financial obligations by Artist, which will be the sole responsibility of Artist. Producer accepts no responsibility for any debts or obligation of Artist past, present, or future.
- Operating all productions in a manner consistent with the Producer's tax-exempt status and as described in this agreement, and not carry on activities or use funds in any way that jeopardize Producer's tax-exempt status.

-
- Coordinating fundraising efforts with Producer. If Artist wishes to apply for a grant program, Producer reserves the right to approve or disapprove of any grant program application based on conflicting program participation or application in said grant program.
 - Fulfilling any requirements imposed by funding organizations or government entities on any level (Federal, State, County, City, etc.), including but not limited to NOT attempting to influence legislation or participate to intervene in any political campaign on behalf of any candidate for public office, by donating money, engaging in propaganda, or any other direct or indirect support of political or terrorist activities (IRS Code of 1986 & Patriot Act).
 - Consulting their own professional tax advisor for issues or questions on deductibility of donations and upon filing their own taxes, Producer does not provide individual tax advice.
 - Notifying Producer of any donations, In-Kind donations, or benefits provided by Artist to its donors in exchange for contributions, and for estimating fair market value of such. For example, Artist holds a performance fundraiser and a donor contributes \$50 for a ticket that is valued at \$20, Artist must relay this to Producer so that accurate tax receipts can be issued to donor.
 - Assigning all checks for deposit to be made out to “Making Faces Productions” and indicate **Artist name and Account** on the face of the check.
2. Payment Artist agrees to pay Producer a fee equal to the amount of 4% of the funds received by Producer for the Artist productions for the term of this agreement. This fee will be paid by automatic deduction from Artist’s Account upon receipt of these funds. All disbursements from this Account will be treated as payments made to or on behalf of the Artist to accomplish the purposes of the Productions, and will be made within ten (10) days of request or within thirty (30) days of receipt. Additionally, Producer may deduct from Artist’s Account any special or unusual costs incurred by administering the Account (such as bank penalty fees resulting from transfers or bounced checks). Artist will keep track of all income and expenses related to these monies for the Producer’s records. All other monies collected and other financial obligations will remain under the ownership and jurisdiction of the Artist.
3. Ownership Artist retains all copyright and other ownership rights of all kinds in the original production. Producer shall identify artist as the copyright owner on all materials featuring Artist’s original choreography and other designs related to the production, which will include the word “Copyright” or the copyright symbol, the Artist’s name, and the year date of the production. Artist represents that the Artist is sole and exclusive owner of the copyright in the original choreography and other designs related to the production and agrees to indemnify Producer against any claims of copyright infringement involving the use of images or video documentation for the purposes of publicity and promotion. At no point will Producer claim responsibility for the creation of Artist or the productions, and this Agreement shall not be deemed to create any relationship of legal representation, partnership, or joint venture beyond what is set forth in this Agreement, and Artist will make no such claim nor claim responsibility for Producer or other activities of Producer. Producer shall be credited as Co-Producer in all materials, publicity, and documentation of the productions for the period of the terms of this agreement, including the presentation of logos and other appropriate credits, but Artist shall retain full credit for the creation and presentation of the production.
4. Copyright Use Producer shall use its best efforts to represent, promote, and sell the production, the Artist, and Producer’s other productions, and will distribute materials to the public for these purposes. Artist shall have the right to approve the quality of reproduction of the original choreography and other designs related to the

production on promotional materials released by the Producer prior to their release. Artist 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.

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. (e.g. payment amounts under this or other agreements with Producer)

7. Indemnification

A. Producer 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 Producer'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 Producer 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 Producer's role in any production.

B. Artist hereby agrees to indemnify and hold harmless Producer, 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 Producer 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 Producer 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 the any dispute that may arise under this Agreement shall be settled in the Arts Arbitration and Mediation Services of California 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 Producer or Artist at any time with thirty (30) days written notice, and will otherwise expire on the date listed above under Section 1: Relationship & Term. This Agreement will be terminated by Producer if Artist fails to perform or observe any other covenant of this agreement or engages in activities that jeopardize Producer's tax-exempt status, termination of this agreement will occur if Artist fails to cease these activities within ten (10) days of written or oral request. Any outstanding debt at the time of termination will be dealt with by the appropriate governing body: Artist will repay Producer any outstanding debt and Producer will repay Artist any outstanding receipts. Termination or Expiration only prohibits the use of this agreement for future financial transactions and representations, all remaining financial

los angeles office
p.o. box 241193
los angeles, ca 90024
tel. 818•618•4772



seattle office
2607 147th place se
mill creek, wa 98012
tel. 425•742•1166

transactions and representations for the terms of the agreement (prior to Termination or Expiration) must be reconciled by Artist and Producer. Excess funds for Productions must be distributed for non-profit purposes only, in case of termination Artist must provide detailed information about how funds will be used before producer releases the excess funds and producer reserves the right to deny the release of said funds if the intended use does not satisfy tax-exempt purposes. 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.

_____ PRODUCER	_____ ARTIST
_____ TITLE	_____ TITLE
_____ DATE	_____ DATE

Main Contact Information:

(Ryan) Jones Welsh	
Producing Artistic Director & President	
Making Faces Productions	
PO Box 241193	
Los Angeles, CA 90024	
818-618-4772	
info@makingfacesproductions.org	