

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT is entered into by and between [Name of Contractee/Organization/Person] at _____ [Insert business address] herein referred to as "Contractee" and [Name of Dancer] _____ at _____ [Insert address] herein referred to as "Contractor."

WHEREAS, Contractee wishes to engage Contractor to perform the services set forth herein,

WHEREAS, Contractor hereby accepts such engagement subject to the terms and conditions set forth herein to provide such services,

NOW, THEREFORE, in consideration of the mutual covenants stated herein, the Parties agree as follows:

1. Duties

The Contractor's position will be that of a _____ [Insert Dancer's Role], in the production, _____ [Name Production or Ensemble] ("Production"). Responsibilities are as follows:

[INSERT REQUIREMENTS]

and any other duties reasonably requested by the Contractee and agreed to by the Contractor.

2. Location

The location of the production is _____.

Contractor will perform services remotely. NOTES: Add this if applicable. If not, remove.

Contractor will attend and perform services ("Perform") at the location provided above on the following performance dates:

[INSERT DATES]

Additionally, Contractor agrees to attend rehearsals (“Rehearsals”) in accordance with the following schedule.

[INSERT PROPOSED SCHEDULE]

Contractor will be allotted breaks when needed, as determined by Contractor during Rehearsals and Performances.

Any changes to this section must be mutually agreed upon by both Parties.

3. Working Hours and Conditions

Contractor’s total proposed hours of rehearsal will be _____, not to exceed _____.

Contractor’s total hours of performance will be _____, not to exceed _____.

Contractee will provide adequate working conditions for Contractor to complete their performance under this Agreement in accordance with industry standards. This includes, but is not limited to, air-conditioned or heated rehearsal space and accessibility.

4. Term

This engagement shall commence upon execution of this Agreement and end upon completion of the Contractor’s duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless involuntarily terminated or terminated earlier by operation of and in accordance with this Agreement.

5. Compensation

As full compensation for the services rendered pursuant to this Agreement, the Contractee shall pay the Contractor a fee of (Insert dollar amount and currency).

Contractee will pay Contractor on the following schedule:

6. Method of Payment

Contractor shall be paid via _____ [Insert Method of Payment] on a [weekly or bi-weekly or monthly or other] _____ basis.

7. Expenses

During the term of this Agreement, the Contractor shall bill and the Contractee shall reimburse for all reasonable and approved out-of-pocket expenses, which are incurred in connection with the performance of the duties hereunder. All expenses must be pre-approved in writing by the Contractee.

Notwithstanding the foregoing, Contractor's traveling expenses to and from Contractee's rehearsal/performance location [shall be/not be] reimbursable.

8. Independent Contractor Status

This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Contractee for any purpose. The Contractor is and will remain an independent contractor in their relationship to the Contractee. The Contractee shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Contractee hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. In no event shall such Parties be deemed employees of the other party by virtue of participation or performance hereunder.

9. Intellectual Property

Any and all intellectual property, including but not limited to products, design, or choreography, created as a result of the Contractor's services hereunder shall be the exclusive property of the Contractor. Contractee is not authorized to use any of Contractor's intellectual property for Contractee's own business purposes without express consent of the Contractor. No license to sell or distribute Contractor's Intellectual Property is granted or implied.

10. Name and Likeness

Contractee may utilize Contractor's name and or likeness solely in connection with the Production for the duration of this Agreement and following the conclusion of the Production and playbills and other marketing materials.

11.Non-Disparagement

In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth below. The parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other.

12.Indemnification

Contractee shall defend, indemnify, and hold harmless Contractor's successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - which any of them may incur or become obligated to pay arising out of the Production, or any other business dealings, breach of this Agreement, sole negligence, or willful misconduct by Contractee. Contractee agrees that Contractor will not be held personally liable or responsible for any actions or representations by the Contractee.

13.Resolution of Disputes

If not resolved first by good-faith negotiation between the parties, every controversy or dispute relating to this Agreement will be submitted to the Court of proper jurisdiction. In disputes involving unpaid balances on behalf of Contractee, Contractee is responsible for any and all Court costs and attorney's fees.

14.Force Majeure

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its

obligations under this Agreement, then both parties shall be relieved of their duties and obligations hereunder during the pendency of such event.

15.Termination

Either Party may terminate this Agreement immediately upon violation of its terms or if Either Party is unsatisfied with the other Party's performance hereunder. In the event Contractor is terminated by Contractee, Contractee will pay Contractor a prorated rate of _____ per day/hour through the date of Termination.

16.Choice of Law

The laws of the state of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

17.Severability/Waiver

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

18.Assignment

The Contractor shall not assign any of their rights under this Agreement or delegate the performance of any of their duties hereunder without the prior written consent of the Contractee.

19.Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other

communication is to be given as follows in accordance with names and addresses of the Parties to the Agreement.

20.Modification or Amendment

No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written.

Name of Contractor: _____
Signature: _____
Title: _____
DATE: _____

Name of Contractee: _____
Signature: _____
Title: _____
DATE: _____