



Dancer Agreement

This Agreement, made BY AND BETWEEN BALLET WICHITA, INC., A Kansas Nonprofit Corporation;
Hereinafter, referred to as: “BW”
AND the dancer, referred to as: “Dancer”

WHEREAS, BW is a Kansas non-profit corporation organized for and dedicated to the following purposes:

- a. To promote interest in ballet performances;
- b. To prepare its members and students for performances in ballet and music;
- c. To hold educational workshops;
- d. To prepare its members in all phases of ballet;
- e. To arrange ballet concerts, performances and productions;

WHEREAS, BW seeks dancer membership for its “Corps de Ballet” to dance in its productions and performances and to carry out the purpose set forth above in accordance with the terms of this agreement and the Rules and Regulations of BW as they may be published from time to time; and

WHEREAS, Dancer is a student and/or performer of ballet and wishes to avail themselves of the opportunities of membership in the “Corps de Ballet” of BW in accordance with the terms of this agreement and the Rules and Regulations of BW as they may be published from time to time;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, BW and Dancer agree as follows:

1. **MEMBERSHIP**. Dancer promises to and does hereby enroll in membership in the Corps de Ballet of BW for the term set forth herein and BW does hereby accept Dancer’s enrollment and hereby declares Dancer to be a member of the Corps de Ballet for the term set forth herein.
2. **TERM**. The term of this membership in the Corps de Ballet shall commence on the date this Agreement is signed and executed by both parties and extends to the end of June of the following year.
3. **BW DUTIES**. For the term set forth herein, BW shall have the following duties:
 - a. To arrange for ballet concerts, production and performances in such a number and in such settings as BW shall determine is in keeping with its objectives;
 - b. To conduct public performances of ballet and pay all expenses incident thereto;
 - c. To provide experienced, professional artistic direction for all concerts, performances and productions;
 - d. To use its best efforts to bring in guest artists of prominence in the ballet world to perform in

Dancer Agreement

principal roles to such an extent as in BW's sole discretion will be beneficial to its members and the public;

e. To provide a professional atmosphere conducive to the performance of quality ballet productions so that its members may learn new skills in such an atmosphere.

4. **DANCER DUTIES.** For the term set forth herein, the Dancer shall have the following duties:

a. Enroll and maintain that enrollment in a dance school which provides quality instruction in classical ballet, attend classes regularly (8-12 year olds twice weekly, 13 and over three times weekly) and in accordance with the requirements of that school;

b. Pay the fees and charges required herein;

c. Be available to participate in all performances of BW as they may be scheduled from time to time in such parts or roles as the Dancer may be assigned and exert Dancer's best efforts in such performances;

d. Attend faithfully all rehearsals and performances for which the Dancer has been assigned a part and exert Dancer's best efforts in such rehearsals and performances;

e. Provide, at Dancer's sole expense, all leotards, tights, shoes and other general items of costumes and clothing generally required to appear and perform ballet in rehearsals and on stage and as may be, from time to time, required by BW.

f. Be responsible for the condition and good repair of all costumes and props which may from time to time, be issued to the Dancer, keeping them in safe condition and good repair and returning them to BW as directed. There may be a nominal charge from time to time for the issuance of new costumes.

Dancer agrees to pay the charge.

g. Conduct themselves at all times with good behavior, following all directions given by the Artistic Director or other official of BW and following all the Rules and Regulations of BW as they may from time to time hereafter be adopted by BW and posted.

5. **PAYMENT.** Dancer shall receive no payment, fee or other award of any kind for services rendered hereunder. BW is an eleemosynary organization dedicated to the promotion of ballet and the education of young dancers in accord with its purposes. Dancer recognizes this and agrees that dancer's sole reward will be the experience and opportunities gained from membership in the Corps de Ballet of BW and the concerts, productions and performances in which Dancer participates.

6. **RELATIONSHIP.** Dancer is not an employee of BW for any reason, nor is Dancer an agent of BW for any reason. Dancer has no authority of any kind to speak for or bind BW for any purpose, unless such authority is set forth in writing and approved by BW's Board of Directors. Dancer is only a member of the Corps de Ballet of BW for the term set forth herein.

7. **DECISIONS AND CHOICE OF ROLES.** BW, through its Artistic Director or other chosen officials or designees, retains and has the sole authority, in its sole discretion, to assign roles to



Dancer Agreement

dancers for its productions, concerts and performances. Those roles include helper as well as dancer roles. The dancer will abide by and accept such decisions.

8. TERMINATION. This Agreement may be terminated as follows:

a. BY BW. BW may terminate this Agreement without notice for any of the following reasons: The Dancer's misconduct, failure to perform or abide by any of the Dancer's duties set forth herein; failure to follow any of the Rules and Regulations of BW which from time to time may be adopted; disruptive or recalcitrant behavior which disturbs or in the opinion of BW adversely affects any of BW's classes, rehearsals, productions, concerts or performances; or any other behavior which in BW's sole opinion indicates that the Dancer is not making satisfactory progress, in not giving their best effort or is not in the best interests of either the Dancer or BW. BW may also terminate the Agreement for any other reason without notice if BW returns to the Dancer the fee set forth herein in paragraph nine (9).

b. BY DANCER. Dancer may terminate this Agreement without notice at any time except within thirty (30) days of a concert, production or performance in which Dancer has been assigned a role. In that case, the Dancer must continue membership and perform the role(s) assigned attending all

rehearsals and abiding by all Rules and Regulations and provisions of this Agreement until the conclusion of all of the Dancer's responsibilities for the role assigned and that production or performance is completed. Dancer's termination will be effective thereafter.

9. FEE. Dancer will pay a membership fee in the amount of \$100.00 for the term set forth herein. If there is more than one dancer in a family, the fee will be \$75.00 for each subsequent dancer in a family. Please see the Audition Registration form for details.

10. RULES AND REGULATIONS. BW may from time to time adopt such Rules and Regulations for dancers as it may, in its sole discretion, deem advisable and beneficial for both dancers and BW. BW will post any such Rules and Regulations so adopted at the studios where rehearsals for BW productions or performances are being conducted. Any such posting will be notice to the Dancer. Dancer will abide by any and all such Rules and Regulations so adopted and posted.

11. MISCELLANEOUS. Dancer may not assign their duties or rights under this Agreement. Kansas law controls the terms of and performance under this Agreement.

12. APPROVAL. If Dancer is a minor, then this Agreement must be approved by one of the Dancer's parents or guardians. By such approval, the parent or guardian will insure that the Dancer performs all of Dancer's obligations set forth herein.

WHEREFORE, this Agreement is signed in Wichita, Kansas by:
BW: BALLET WICHITA, INC.,
A Kansas Nonprofit Corporation