

Contract for Assemblies presented by The Imagination Machine

This agreement is entered into by and between THE IMAGINATION MACHINE (hereinafter "IM") and Desert Sands USD – La Quinta (hereinafter "Client") for the following purposes:

Scope of Services:

IM will perform Creative Writing assemblies at client's location:

Desert Sands USD

47950 Dune Palms Road

La Quinta, CA 92253

Performances:

You have booked 1 performance of **"Writing Workshop"** and 1 performance of **"The Writing Show"** on **03/26/22**. The charge is \$1945.00 total, inclusive of all fees and credits. Your performance times are **10:15, 11:15 AM** and cast members will **arrive at 9:45 AM**. **Client understands that all story submissions must be mailed (post marked) by 03/11/22.** Failure to submit stories on time may necessitate that your assembly be changed to a Writing Workshop, as we will not be able to process your stories on time to perform them.

Performance Start Times: Performances are scheduled to BEGIN at these times. Client agrees that students will be in place and ready to participate. Client agrees that a staff member will be on campus at cast members' scheduled arrival time and will allow cast members access to the indoor performance space upon arrival. Client agrees to notify appropriate staff of IM's arrival time so that preparations can be made to the performance space as noted below. There must be a 15-minute break in between each performance to allow for students to come in and out of the area.

Performance Facility:

Client agrees that all set-up, rehearsals and performances are to be held in an INDOOR FACILITY, and that considerations have been made in order to legally accommodate the number of attendees, as regulated by the Fire Marshall. Acceptable indoor facilities are multi-purpose room, auditorium, library, cafeteria, etc. Performance "stage" area will be cleared prior to IM cast members' arrival.

For outdoor performances, prior arrangements MUST be made in writing with IM. For the safety of students and cast members, IM retains the right to refuse to perform outdoors, depending on weather or other conditions outside of IM's control. Outdoor performances must be finished by 12:00pm. **Should performances be cancelled due to a lack of appropriate indoor facility, and no arrangements have been made for outdoor shows, client will be responsible for full payment for the date reserved on this contract.** A \$100 fee will be charged for every day an outdoor assembly is booked.

Parking:

At least 3 parking spaces will be set aside for IM cast members' use. **Should street parking be necessary, Client agrees that they have verified that performances are not scheduled in conflict with neighborhood street sweeping hours. (This includes hours when cast members will be on campus to set up and rehearse. Failure to comply will result in Client compensating cast members for tickets or fees associated with parking.)**

Payment Terms:

A **\$750 non-refundable deposit** for EACH RESERVED DATE is to be returned with this signed contract or district purchase order on or before the **contract due date**. Should your deposit be late without prior arrangement with IM, a \$250 penalty will be incurred and due with final balance. The **remaining balance** due for each invoice shall be **payable one week before the performance is scheduled**, unless prior arrangements have been made. The required 15 minutes in between each assembly is free, but every minute thereafter will accrue a \$1/per minute charge. This charge can also be levied after the fact should wait times be pushed due to circumstances that are outside IM's control. IM charges each client a travel fee of \$4/mile one way from our office to the school.

Cancellation/Re-scheduling:

In the event of cancellation or re-scheduling within 3 weeks of the original contracted date, client agrees to pay a \$300 penalty in addition to the \$750 deposit. After two contract revisions, each revision will be charged a \$300 fee.

Should a previously agreed upon outdoor performance be cancelled due to unforeseen events (e.g.: weather, force majeure, global pandemic), IM will make every attempt to re-schedule. Should re-scheduling not be possible, client will be responsible solely for the \$750 non-refundable deposit.

Criminal Background checks:

While on campus, IM cast members are under constant supervision of school staff. Under these circumstances, California State Ed. Code states that no background checks are required. Should a school or district require background checks, or fingerprinting, client agrees to cover all related costs, and provide IM with the appropriate documents to sign.

COVID-19 Safety protocols:

All assembly attendees are required to wear masks, whether indoors or outdoors. No direct contact will be made between performer and student. Our performers are fully vaccinated but will wear masks during the performance. In the event that appropriate COVID protocols are not met by the school on the day of the performance, the show will be cancelled immediately and the deposit forfeited.

Remaining terms:

This agreement will be governed by the laws of the state of California. This agreement supersedes all prior agreements, written or oral, between us relating to the subject matter of this agreement. Client shall keep, save and hold harmless IM from any and all damages and liability for anything and everything whatsoever arising from any fault or negligence by Client or any failure on Client's part to comply with any of the covenants, terms and conditions herein contained. Client agrees to ensure all performance spaces with the appropriate liability insurance, including fundamental coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor's activities. Performers are not authorized to sign any documents that could change this agreement, or any other document that could bind IM.

Re-iteration of important dates:

"The Writing Show" performance date: 03/26/22

Story submission deadline for "The Writing Show": 03/11/22

Final Balance due: 03/26/22

Signed by client representative:

Signature

Jordan Aquino / Assistant Superintendent, Bus. Svcs.
Printed name and title

Date

"The Writing Show"

Signed by The Imagination Machine:



Deborah B. Wren/ Owner

02/25/22