

## **CONTRACT**

This contract is dated June 4, 2018 between the CLIENT, Mid-Valley Special Education Cooperative - (Contact: Marianne Fidishin), and the ARTIST, ZAP Creative Inc., (Contact- Jeff Rogers).

## AGREEMENT FOR ARTIST'S SERVICES

I. The CLIENT agrees to engage and the ARTIST agrees to provide PLAYMaker Workshop for a live event based upon the following terms and conditions:

- A. Workshop Facilitators: Jeff Rogers (plus 2 Co-Facilitators)
- B. Place of Performance: TBD
- C. Date: August 20th, 2018
- D. Time of Performance: TBD
- E. TOTAL FEE: \$3,500.00 Dollars Total
- F. Signed contract due by June 18, 2018
- G. Total due upon workshop delivery.

II. In the event all scheduled performances are canceled prior to the start date through no fault of the ARTIST within 30 days of the event, paragraph three (3) hereof notwithstanding, CLIENT shall be liable for the minimum fee of \$1,750.00.

A. Adjustments or changes to the schedule, time, or material may result in an additional cost. Should the show be canceled by CLIENT within 30 days of the event, CLIENT WILL BE RESPONSIBLE FOR DEPOSIT OF \$1,750.00.

B. This contract may not be canceled, nor may any of its terms be altered except by written agreement.

III. If either CLIENT and/or ARTIST is prevented from performing their obligations by an act of God (defined as fire, flood, accident, riot, order



of any authority, or any other calamity), or if by reason of strikes, lockouts, or any other cause beyond the control of either of the parties, neither shall be liable for the balance of the contract; and that there shall be no liability on ARTIST or its performers and they shall be free to accept and engage in other employment of the same or similar character, or otherwise without any restraint, hindrance, penalty, obligation, or liability whatever, any other provision of the contract to the contrary notwithstanding.

IV. Both CLIENT and ARTIST agree to the following conditions regarding the performance specified in paragraph one (1) hereof:

A. **RECORDING** and/or broadcasting of the performance by the CLIENT, for any reason, are expressly forbidden without a specific written agreement between ARTIST and CLIENT. Violation of this clause will be considered a breach of contract on behalf of the CLIENT, and ARTIST shall have the right to withhold performance without prejudice of the ARTIST'S rights thereunder. CLIENT agrees to allow ARTIST the right to videotape the presentation for purposes to include but not limited to marketing, promotion, on platforms such as but not limited to social networking sites, business websites, promotional DVD's and future uses to be determined.

B. **BILLING:** ARTIST will be billed as: Jeff Rogers where and when appropriate billing takes place. The following phone number and website will also be displayed with the name in certain billing situations: 312-962-2330, www.JeffRogersUnlimited.com

C. **Ownership of Works:** All work and creative materials produced pursuant to this Agreement, including scripts shall remain the sole property of ARTIST.

**D. Refreshments:** CLIENT shall provide bottled drinking water and/or hot tea.



**E. Payment**: A deposit payment has been waived. Total amount due (\$3,500.00) shall be paid by the CLIENT to the ARTIST due upon delivery of presentation on August 20th, 2018.

ARTIST	CLIENT	
Jeffrey T. Rogers		
Signature	Signature	
<u>June 4, 2018</u> Date	Date	_