

NATIONAL CONCERTS

September 8, 2023

Adrien Wagner
Browning High School
105 US-89
Browning, MT 59417

Dear Adrien,

National Concerts is honored to announce Coreen Duffy as guest co-conductor with Jace Saplan for The National Concert Chorus on March 12, 2024 at Carnegie Hall. Coreen has specifically recommended you and your outstanding vocal music program at Browning High School for this momentous performance and we hope you can accept this invitation. We would love to include any or all of your singers. Congratulations!

Your students will be joined by other singers from outstanding choruses across the country for rehearsals on March 10 and 11 with a final performance on March 12, 2024. Led by our acclaimed guest co-conductors Dr. Coreen Duffy from University of Montana and Dr. Jace Saplan from Arizona State University, unique performance will feature synchronized projection, lighting design, and creative staging. It will be as thrilling for the audience as it will be for our performers!

For your further consideration, I have enclosed information regarding this performance and our residency package options. Please feel free to share this invitation with all concerned parties. We understand this will require a team effort and I am confident that this performance will be another artistic achievement for your program.

I hope you can accept this invitation, Adrien. We look forward to hopefully welcoming you and your singers to New York City in 2024! Congratulations again, and thanks for your meaningful work!

Sincerely,



Matthew J. Workman
Executive Director



NATIONAL CONCERTS REGISTRATION AGREEMENT

This Registration Agreement (the “**Agreement**”), effective as of Sep 8, 2023, is made between Browning High School with an address of 105 US-89; Browning, MT 59417 (“**GROUP**”) whose representative’s signature appears below, and National Concerts, LLC with an address of 380 Mountain Road, Suite 1808; Union City, New Jersey 07087 (“**NC**”) whose representative’s signature appears below. GROUP and NC agree to the following:

WHEREAS, NC facilitates the collaboration of qualified performance ensembles for rehearsals, performances and artistic programs in Stern Auditorium at Carnegie Hall in New York City (the “**Artistic Program**”); and

WHEREAS, in conjunction with the Artistic Program, NC also provides other optional services such as transportation to New York City, accommodations in New York City, meals and entertainment (collectively, the “**Additional Services**”), all of which are described in more detail in the NC Brochure, attached to this Agreement as Exhibit A (the “**Brochure**”).

NOW THEREFORE, the parties hereby agree as follows:

I. PERFORMANCE

A. Services to be Provided.

1. Artistic Program. NC shall provide to GROUP, at the price set forth in the NC Brochure, the Performer and Non-Performer Inclusions for the program as set forth in the Brochure in New York City spanning March 10-13, 2024 with a final concert at Carnegie Hall scheduled for March 12, 2024.
2. Additional Services. NC shall provide those Additional Services selected by GROUP in the Ensemble Registration Form, a copy of which is attached to this Agreement as Exhibit B (the “**Registration Form**”) at the prices set forth in the Brochure. Selection(s) of Package Options on the Ensemble Registration Form shall be binding on GROUP.
3. Repertoire Selection. The repertoire to be performed shall be communicated to GROUP no later than six (6) months prior to the final concert date.

B. GROUP Preparation.

1. GROUP agrees to arrive in New York City with music thoroughly prepared for performance. If not musically prepared, NC reserves the right to exclude GROUP from rehearsals and/or performance without refund.
2. Guest conductors are permitted to request spot checks from singers or quartets from participating ensembles during rehearsals.
3. To ensure full contribution to the musical success of the performance, GROUP agrees to submit a recording of their ensemble performing the work(s) to be rehearsed and performed in New York City no later than thirty (30) days prior to their arrival. To submit such recording GROUP may send digital mp3 audio file(s) to NC by following the directions on our file transfer site: <http://bit.ly/nationalconcerts>
4. Every performer in the GROUP shall be required to attend the mandatory rehearsals. (Attendance by non-performers is optional.) Failure of any performer to attend mandatory rehearsals may subject such performer to exclusion from the performance.

II. PAYMENTS AND DELIVERABLES

A. GROUP and NC agree to the following schedule:

Date	Item Due
October 1, 2023	<ul style="list-style-type: none"> • \$200/person non-refundable payment due ("Payment #1") in addition to completed and signed <i>Registration Agreement and Ensemble Registration Form</i>. REQUIRED TO SECURE PARTICIPATION. Selection(s) of Package Options on the Ensemble Registration Form shall be binding on GROUP.
December 1, 2023	<ul style="list-style-type: none"> • Additional \$300/person non-refundable payment due ("Payment #2") • Denial or Acceptance of <i>Full Refund Assurance Plan</i> form (attached to this Agreement as Exhibit C), due. • Completion of <i>Personnel & Rooming List</i> (web-based). If the <i>Personnel & Rooming List</i> is not timely completed, a late fee of \$50 shall be charged.
February 1, 2024	<ul style="list-style-type: none"> • Payment of the lesser of (i) \$300/person or (ii) the remaining balance due under this Agreement is due ("Payment #3"). • If Hotel package option elected, any changes to the <i>Personnel & Rooming List</i> after this date shall incur a change fee equal to \$50 per change.
March 1, 2024	<ul style="list-style-type: none"> • Any remaining balance is due. ("Payment #4").

B. Payments from GROUP in the form of a check or money order should be made payable to:

National Concerts
380 Mountain Rd, Suite 1808
Union City, NJ 07087

- C. Billing Statements based upon GROUP's number of participants (performers and non-performers) ("**Participants**") will be sent promptly following receipt of each payment received. This statement will indicate payment due dates and will include a payment summary.
- D. When any payment is late, and no prior arrangements have been made and consented to in writing by NC, a late fee totaling 5% per month of the amount due will be assessed and added to the final balance. If a late payment is anticipated and unavoidable, NC must receive a due date extension request in writing at least five days prior to the due date, and such request shall be considered in NC's sole discretion.
- E. Participants with outstanding balances as of the arrival date of GROUP in New York City will not be allowed to participate.

III. REFUND POLICY

- A. Payment #1 is non-refundable. If an individual Participant cancels before Payment 2 is due, the funds attributable to such Participant from Payment 1 may be transferred to the outstanding balance for GROUP for up to a maximum of 10 Participants.
- B. If an individual Participant or the GROUP cancels after the Payment 2 due date, the first \$400 per person of fees shall be non-refundable.
- C. No monies are refundable or transferable for Participants who cancel within 30 days before arrival to New York City.

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- D. Notwithstanding Section A-C above, full refunds are available for individuals or the entire GROUP through the *Full Refund Assurance Plan*, if such plan is purchased by **December 1, 2023**.
- E. In the event the Artistic Program is canceled by National Concerts for a reason other than a Force Majeure Event, all monies will be refunded to GROUP. Notwithstanding that it is a Force Majeure Event, if the Artistic Program is canceled due to shutdowns ordered by governmental authority related to the Covid-19 pandemic, GROUP shall have the option to either (i) roll over the fees paid to NC pursuant to this Agreement to participate in a similar program the following season or (ii) receive a refund of the performer and non-performer fees paid to NC hereunder.
- F. Notwithstanding the foregoing, the provisions of Section IIIA-E do not apply to amounts paid, if any, pursuant to the Airfare Addendum, which shall be governed by the terms of such Airfare Addendum.

IV. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

All conductors, service providers, hotels, airline carriers, tour guides, etc. providing travel and other services to us, are independent contractors, not our affiliates or agents. We are not liable for the actions, omissions, errors, representations, warranties, negligence, breach of contract, personal injuries, death, property damage, or any other damages or expenses resulting from service providers. We have no liability and will not refund due to an event due to delay, cancellation, overbooking, strike, force majeure, and any other causes that is beyond our direct control. We have no control and are not responsible for any additional expenses, delays, omissions, re-routing, or of acts of interference by the government or legal authorities. Except as expressly stated herein, NC is not making any other warranties, express or implied, including but not limited to any implied warranty of merchantability, habitability, or fitness for a particular purpose. In no event shall NC be liable to group, its participants or any other third party for any indirect, special, or punitive damages regardless of the form of action, whether under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to this agreement service (except to the extent otherwise required by applicable law) for any lost profits, or special, direct or indirect, incidental, punitive, or consequential damages of any kind whatsoever. NC's aggregate liability with respect to this agreement shall not exceed \$500.00.

V. ADDITIONAL TERMS AND CONDITIONS

- A. Professional Conduct. GROUP agrees to conduct itself professionally during rehearsals, in the hotel, restaurants, concert hall, rehearsal facilities, reception, and while transporting to, from and while in New York City. Contrary behavior may result in exclusion from rehearsals and/or performance as well as the above-mentioned venues without refund. GROUP understands it is fully responsible for the behavior of its Participants and will be responsible for any costs associated with any actions of its Participants.
- B. Confidential Information. GROUP agrees to preserve as confidential all information related to the terms and conditions of this Agreement, including any attachments and exhibits.
- C. Stolen Items/Damage. GROUP is responsible for any damages to and/or items stolen from hotel rooms, rehearsal facilities, and/or concert halls.
- D. Change of Venue. If the arranged venue becomes unavailable due to a Force Majeure Event, as described in this Agreement, NC reserves the right to move the Artistic Program to another venue and such change of venue shall not be considered a breach of this Agreement by NC.
- E. GROUP will indemnify, defend and hold harmless NC, including its members, directors, officers, employees or agents, from any claims or liability arising out of relating to this

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Agreement unless caused by NC's gross negligence or intentional misconduct. GROUP releases NC from any damage to, destruction of, or total or partial loss, via theft, misplacement or otherwise, of GROUP's personal items during the performance residency in New York City unless caused by NC's gross negligence or intentional misconduct.

- F. Amendment. This Agreement may be amended by mutual consent and signature of both parties.
- G. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties, written or oral, with respect to the same. In case any provision in this Agreement is held invalid, illegal or unenforceable that finding shall not affect the other provisions of this Agreement.
- H. Force Majeure. In no event shall NC be liable to GROUP for any delay, cancellation or failure in the performance of its obligations hereunder arising out of or caused by circumstances outside NC's reasonable control, including but not limited to strikes, labor disputes, accidents, government requisitions, acts of God, pandemics, epidemics, or government restrictions (a "**Force Majeure Event**").
- I. Choice of Law, Arbitration. This Agreement shall be governed by the laws of the State of New York without regard to the conflict of law provisions thereof. The parties hereby agree to submit any dispute arising under or in any way related to this Agreement solely and exclusively to binding arbitration to be submitted to and conducted by the American Arbitration Association ("**AAA**") in accordance with the rules of the AAA in force at the time of the arbitration. The parties agree that the binding arbitration shall be held at a venue in New York, NY chosen by the AAA, to the exclusion of any other available venue.

VI. COVID-19

While National Concerts and Carnegie Hall are working closely with medical and public health experts—and taking measures to enhance the safety of visitors, artists, and staff—an inherent risk of contracting COVID-19 and other contagious diseases exists in any public space. In order to participate in a National Concerts event and Carnegie Hall performance, GROUP is required to read and accept the following waiver.

By signing this form and registering GROUP, I agree to comply with all health and safety protocols implemented by National Concerts and Carnegie Hall based on applicable federal, state, and local rules and guidelines at the time of the performance, and I agree that:

National Concerts and Carnegie Hall cannot guarantee that I will not be exposed to and contract COVID-19 or other contagious diseases, and all those participating in the National Concerts event do so at their own risk.

I accept the risk of being exposed to, contracting, or spreading COVID-19 or other contagious diseases along with all related consequences. I agree that this waiver means I give up my right to bring any claims, including but not limited to claims of negligence.

Admission to Carnegie Hall and any of its events is conditioned on compliance with health and safety protocols. Visitors who do not follow applicable safety protocols may be asked to leave the premises.

National Concerts artists, staff, and visitors have the right to an environment free from abusive, threatening, or inappropriate behavior. National Concerts reserves the right to remove any person acting in an unacceptable or inappropriate manner.

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The undersigned representatives accept and will abide by the terms of this agreement (including all exhibits and addendums).

Signatures:

Adrien Wagner, Director
Browning High School

Date

*Print Name, Authorized Organization Signer
(if applicable)*

Title

*Signature, Authorized Organization Signer
(if applicable)*

Date

National Concerts, LLC
by Matthew Workman, Executive Director

Date



**NATIONAL
CONCERTS**



COREEN DUFFY & JACE SAPLAN
Co-Guest Conductors

NATIONAL CONCERT CHORUS AT CARNEGIE HALL

\$615/PERFORMER \$415/NON-PERFORMER

Outstanding choirs will collaborate with co-guest conductors, and professional instrumentalists in rehearsals and performance on an innovative program of mixed repertoire at world-famous Carnegie Hall. Ensembles may customize their experience with several package options. Non-performer chaperones and families are also invited to create their own experience in New York City.

PERFORMER INCLUSIONS

- Collaborative performance at Carnegie Hall
- Co-Guest Conductors to lead artistic direction
- Professional instrumentalists and/or soloists
- Production team, concert publicity, and audience development
- Hospitality Coordinator to assist with itinerary planning
- Lanyard and badge for backstage access
- Part-learning recordings for preparation assistance
- Post-concert catered reception
- Commemorative framed concert poster
- Professional photographer and complementary digital photos
- Archival recording of final performance

NON-PERFORMER INCLUSIONS

- Lanyard and badge for drop-in access to rehearsals
- Private guided tour of Carnegie Hall
- Top-priced ticket to final performance
- Admission to private post-concert catered reception

SPOTLIGHT PERFORMANCE

\$200/PERFORMER (Min. of 40)

Based on availability, one or two select choirs participating in the National Concert Chorus may be considered for a spotlight performance under the direction of their own conductor.

**MARCH
12
2024
CARNEGIE
HALL
NYC**

PLANNING ITINERARY

This itinerary is for your initial planning purposes. Exact rehearsal times will be announced at least four months prior to your arrival.

MARCH 9 SATURDAY

Optional arrival (4-nights). Day free for sightseeing and/or additional performance.

MARCH 10 SUNDAY

Late afternoon or evening rehearsal.

MARCH 11 MONDAY

Morning or afternoon rehearsal. Evening free.

MARCH 12 TUESDAY

Concert day! Morning rehearsal, afternoon sound check, and formal evening concert followed by catered reception.



info@nationalconcerts.com

NEW YORK CITY PACKAGE OPTIONS

3-NIGHTS HOTEL \$300/Person Total Quad Occupancy

\$400/Person Triple
\$600/Person Double
\$1,100/Person Single

Three-Night stay at a 4-star Midtown Manhattan hotel (Hilton, Marriott, Sheraton, or similar)

4-NIGHTS HOTEL \$400/Person Total Quad Occupancy

\$540/Person Triple
\$800/Person Double
\$1,500/Person Single

Four-Night stay at a 4-star Midtown Manhattan hotel (Hilton, Marriott, Sheraton, or similar)

ROUND-TRIP AIRFARE Quote Provided

Includes ground transportation between airport and hotel as well as travel assistance with airline coordinator

ENTERTAINMENT \$225/Person

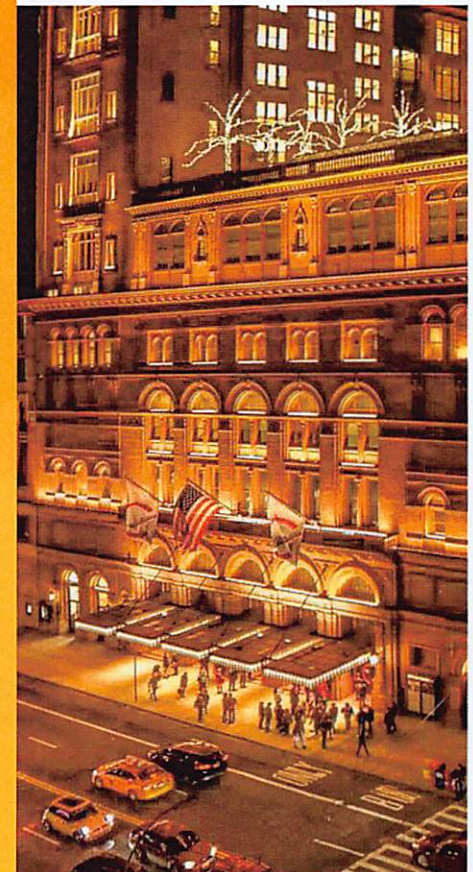
Broadway show of group's choice (based on availability), ticket to Top of the Rock observation deck, and museum of group's choice (Metropolitan Museum of Art, Museum of Modern Art, Guggenheim Museum, 9/11 Museum, or Museum of Natural History)

DINING \$185/Person

Includes 3-breakfast gift cards and 2 group meals (options provided, additional by request)

TOUR DIRECTOR Quote Provided

Licensed tour guide(s) to lead your group to rehearsals, dining, and sightseeing destinations



ENSEMBLE REGISTRATION FORM



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Please neatly print all information and return with your signed
Registration Agreement and initial deposit to:

NATIONAL CONCERTS
Attn: Accounts Receivable
380 Mountain Road, Suite 1808
Union City, NJ 07087

Name of ensemble & ensemble director as written and spelled below are FINAL for official use in all publicity,
media, residency materials, concert poster, and concert program.

Ensemble Name(s): _____

Ensemble Director Name(s): _____

Address: _____ City: _____ State: _____ ZIP: _____

District (if school): _____ County: _____

Home Phone: _____ Mobile Phone: _____

Email Address: _____

Primary point of contact, if different than Ensemble Director:

Name: _____

Email Address: _____

Phone: _____

Please copy this person on all billing statements

PACKAGE OPTIONS

Our group is enrolling in the following package options: (check all that apply)

3-Nights Hotel
(arrive 2 days before
concert)

4-Nights Hotel
(arrive 3 days before
concert)

Additional Hotel
Nights
please specify dates:

Group Airfare Quote
please provide preferred
departure airport(s).

Dining

Entertainment

Tour Director

of PERFORMERS
registering now: _____

of NON-PERFORMERS
registering now: _____

If choir, approximate vocal breakdown _____

ENSEMBLE REGISTRATION FORM



NATIONAL CONCERTS

ARTISTIC COLLABORATION AT A NEW LEVEL

To: Ensemble Directors, Performers, and Non-Performers
From: Matthew Workman, Executive Director
Re: Full Refund Assurance Plan (FRAP)

I am delighted to be welcoming you to one of our unique collaborations this season! My staff and I remain committed to you and your musicians' overall experience. And I trust that our obligations to one another are clear.

In the event of unavoidable circumstances, however, I know you will appreciate the comfort of full refund assurance which we offer today. With this letter, we invite your participation in National Concerts' *Full Refund Assurance Plan* ("FRAP"). Participants in this plan shall be eligible to receive a full refund as described below under "Terms". We trust you will enjoy this measure of security.

The *Full Refund Assurance Plan* can be purchased for 1) your entire ensemble participating in a National Concerts performance residency, or, 2) any number of interested individuals from the ensemble. There is a cost reduction if your entire group purchases the plan.

FRAP Group Registration: \$65/person
FRAP Individual Registration: \$80/person

Terms

- In order to participate in the FRAP, GROUP or INDIVIDUAL registration must be received no later than GROUP's Payment #2 due date, as stipulated in the Registration Agreement.
- Once participation in the *Full Refund Assurance Plan* has been purchased, plan holders may cancel their participation in the Artistic Program and request a full refund of amounts paid to National Concerts at any time up until 11:59 pm four calendar days prior to such plan holder's departure. (For example, if the departure date is March 24th, notice of cancellation must be received by National Concerts by 11:59 pm on March 20th.)
- Exclusions: Coverage does not include a refund for airfare nor late arrival due to inclement weather or other travel delays.
- Refunds must be requested in writing no later than 11:59 pm four calendar days prior to such plan holder's departure. Refunds requested greater than one month from the departure date will occur within two weeks of request. Refunds requested less than one month from the departure date will occur immediately after the concert date. The refund will be the amount of fees paid to NC (expressly excluding the amount paid for FRAP) on behalf of the plan holder requesting the refund (i.e, if the plan holder requesting a refund is the entire GROUP, the refund will be the amount paid on behalf of the GROUP; if the plan holder requesting a refund is an INDIVIDUAL, the refund will be the amount paid on behalf of such INDIVIDUAL).

The *Full Refund Assurance Plan* is managed by the billing department, which can be reached at billing@nationalconcerts.com.

-continued-



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ARTISTIC COLLABORATION AT A NEW LEVEL

ACCEPT:

By choosing one of the following two options and signing below, representative of GROUP confirms participation in NC's *Full Refund Assurance Plan* and the terms outlined in the preceding letter of explanation.

IF ACCEPTING, CHECK **ONE** OF THE FOLLOWING:

_____ accept protection plan for GROUP; charges to be included on group invoice

_____ accept protection plan for INDIVIDUALS from group; representative agrees to distribute *FRAP Individual Registration Form* for individuals to register on their own.

Print name and organization

Signature

date

DECLINE:

By signing below, representative of group acknowledges the offer of the *Full Refund Assurance Plan*, but chooses not to protect their payments to National Concerts.

Print name and organization

Signature

date



INDIVIDUAL REGISTRATION FORM

Participant Name: _____

Participant Email: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Group Name: _____ Travel Dates: _____

Name of Parent/Guardian (if minor): _____

Parent/Guardian Email: _____

TERMS

Individual registration forms must be received no later than GROUP's Payment #2 due date, as stipulated in the Registration Agreement. Once participation in the Full Refund Assurance Plan has been purchased, plan holders may cancel their participation and request a full refund of amounts paid to National Concerts at any time up until 11:59 pm four calendar days prior to such plan holder's departure. (For example, if the departure date is March 24th, notice of cancellation must be received by National Concerts by 11:59 pm on March 20th.) Exclusions: Coverage does not include a refund for airfare nor late arrival due to inclement weather or other travel delays.

Refunds will be the amount of fees paid to NC (expressly excluding the amount paid for FRAP) on behalf of the plan holder requesting the refund (i.e, if the plan holder requesting a refund is the entire GROUP, the refund will be the amount paid on behalf of the GROUP; if the plan holder requesting a refund is an INDIVIDUAL, the refund will be the amount paid on behalf of such INDIVIDUAL).

The undersigned participant understands and agrees to the terms outlined above:

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

*Circle one: VISA MASTERCARD AMEX CHECK

Name on card: _____

Card #: _____ Billing Zip Code: _____

Expiration: _____ Security Code: _____
Back of Visa/MC, Front of Amex

Signature: _____ Date: _____

**Payment by credit card incurs 4% fee.*

Checks are payable to: **National Concerts**, 380 Mountain Rd, Ste 1808; Union City, NJ 07087

FULL REFUND ASSURANCE PLAN