

AGREEMENT FOR PROFESSIONAL DEVELOPMENT AND TRAINING SERVICES

This Agreement for Professional Development and Training Services (the "Agreement"), dated this ___ day of [DATE], 2022 by and between Dance Company, a New York nonprofit corporation, having its principal place of business at _____, New York, NY _____ and [NAME OF ORGANIZATION] ("Organization") a [STATE] nonprofit corporation, having its principal place of business at [ADDRESS].

WHEREAS, Dance Company is an award-winning nonprofit organization whose belief is that the arts have a unique power to engage all children—regardless of background, ability, or socio-economic status—and motivate them towards excellence.

WHEREAS, Organization is a nonprofit [educational organization][arts organization][community center][school] whose programming includes teaching dance to the community it serves.

WHEREAS, Dance Company has recognized expertise in providing professional development and training for teaching artists who work with children and Organization wishes to avail itself of Dance Company's expertise.

WHEREAS, Dance Company, in furtherance of its educational mission, wishes to provide professional development and training for teaching artists to Organization (the "Training Services"); and

WHEREAS, Organization wishes to procure such Training Services from Dance Company, for good and valuable consideration, as more fully described below.

Organization and Dance Company agree as follows:

1. Training Services and Fees.

A. Training Services.

Organization hereby engages Dance Company and Dance Company hereby agrees to perform the Training Services as set forth in Appendix A attached hereto and made a part hereto. Organization acknowledges and agrees, on behalf of itself and its teaching artists, that taking part, or participating, in a Dance Company professional development training does not certify Organization to be a Dance Company program or a teaching artist to be a Dance Company teaching artist.

B. Fees.

Organization agrees to pay Dance Company the fees specified in Appendix A.

2. **Intellectual Property.**

A. Dance Company Name and Logo.

Dance Company is the sole and exclusive owner of the tradename, logo, tagline and all other identification now or hereinafter used by or in connection with Dance Company (the "Dance Company Marks"). The Organization acknowledges Dance Company's exclusive rights in the Dance Company Marks and, further, acknowledges that the Dance Company Marks are unique and original to Dance Company and that Dance Company is the owner thereof. The Organization will not, at any time during or after the term of this Agreement, use the Dance Company Marks or dispute or contest, directly or indirectly, Dance Company's exclusive right and title to the Dance Company Marks or the validity thereof.

B. Organization Name.

Organization agrees that Dance Company may identify Organization by name on its website and/or in other advertising or marketing materials, as an organization to whom Dance Company has provided teaching artist professional development and training.

C. Training Documentation.

The parties may create audio, video or photographic documentation of the Training Services (the "Training Documentation"). Subject to the rights of any third parties (including without limitation consents of those participating), each party shall be permitted to use the Training Documentation for its respective internal and archival purposes. Use of the Training Documentation for any other purposes shall be permitted only with the express written consent of the other party.

D. Training Materials.

In connection with the Training Services, Dance Company may create written or electronic materials for Organization (the "Training Materials"), or provide Organization with existing Dance Company Training Materials, in each case as specified in Appendix A. Dance Company hereby authorizes Organization to use the Training Materials for its internal and archival purposes. Organization's use of the Training Materials for any other purposes shall be permitted only with the express written consent of the Dance Company.

3. **Representations of Organization**

Organization hereby represents and warrants to Dance Company that Organization (i) is a duly organized and validly existing 501(c)(3) organization [or is fiscally sponsored by a 501(c)(3) organization]; (ii) has

the full right and power to enter into this Agreement and (ii) that it is not a party to any contract, agreement or commitment and there is no legal impediment of any kind which conflicts with this Agreement.

4. Relationship of the Parties

A. Acts and Omissions.

Organization shall be fully responsible for all acts and omissions of itself, its employees, volunteers, representatives, agents and subcontractors and nothing herein will relieve Organization of these obligations.

B. Indemnification.

Organization agrees to indemnify, defend and hold harmless Dance Company and its directors, officers, volunteers, employees, representatives, successors and assigns from any and all damages, costs, expenses (including reasonable attorney's fees), causes of actions, suits, claims, penalties, judgments, liability and loss, of any kind whatsoever, arising out of or in connection with this Agreement.

C. Insurance.

Organization shall maintain and keep in full force and effect adequate insurance to cover any potential claims (including personal injury) under this Agreement and workers compensation and employer's liability insurance as required by law. Upon Dance Company's request, Organization shall promptly provide Dance Company with a certificate of insurance evidencing such coverage.

Dance Company shall maintain workers compensation and employer's liability insurance as required by law.

D. No Agency.

In performing the Training Services hereunder, Dance Company and its employees shall be acting as independent contractors. The Training Services will not be provided on an exclusive basis, and it is understood that Dance Company may provide similar or different services to other clients during the term of this Agreement. Each party shall be responsible for the reporting and payment of any taxes applicable to it pursuant to this Agreement.

Dance Company and Organization are not and shall not be considered joint ventures, partners, legal representatives or agents of each other. At no time shall either party represent itself to be acting in any of these capacities. Neither Dance Company nor Organization shall have the right to obligate the other party in any manner and shall not make any agreement, express or implied, on behalf of the other.

E. Term and Termination.

The Training Services shall begin on [DATE] and end on [DATE].

Either party may terminate this Agreement at any time, in whole or in part, with or without cause, and without liability (except that Organization shall pay for Training Services previously completed, and expenses incurred, by Dance Company hereunder), upon 30 days' written notice to the other party. Dance Company may terminate this Agreement for cause immediately upon written notice to the Organization in the event of the Organization's insolvency (or material financial distress), dissolution, fraud, willful misconduct or material breach of this Agreement.

F. Compliance with Laws.

Organization agrees that it will comply with all applicable Federal, state and local laws, ordinances, regulations and codes.

G. Confidentiality.

Organization agrees to maintain the confidentiality of any information regarding Dance Company, its directors, officers, employees or donors, business practices, proprietary techniques and pedagogy, teaching artist professional development and training, musician training or other programs, obtained or learned by Organization in connection with this Agreement.

5. Miscellaneous

All notices provided for in this Agreement shall be given in writing and shall be effective when either delivered by hand, electronic facsimile transmission, a nationally recognized overnight delivery service, by registered or certified mail, return receipt requested, or by electronic mail (provided the sender has received a delivery receipt) addressed to the parties at their respective addresses set forth below, or to such other address or addresses as either party may later specify by written notice to the other:

Organization: [Name]
Attn:
[Address]
[Address]
Tax ID Number:
Telephone Number:
Email:

This Agreement, including Appendix A, is the entire Agreement between the parties hereto and may not be amended or modified unless in writing and signed by the parties hereto. This Agreement may be executed in any number of counterparts and each such counterpart when taken together shall be deemed an original instrument. The Agreement shall not be assignable by either party without

the prior written consent of the other party (such consent not to be unreasonably withheld). The section headings used in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement. This Agreement shall be enforceable in accordance with and shall be subject to the laws of the State of New York without regard to its conflict or choice of law provisions.

In the event of any disputes relating to this Agreement, as an initial matter, the parties will act in good faith to resolve them, and may seek non-binding mediation if they are unable to come to a mutually acceptable resolution. In addition, the parties hereto hereby consent to the exclusive personal jurisdiction and venue of any state or federal court located within the city of New York and waive any objection to jurisdiction and venue of any action instituted hereunder and agree not to assert any defense based on lack of jurisdiction or venue. The provisions of this Agreement that by their nature and content are intended to survive the performance hereof, shall so survive the completion and termination of this Agreement. If any provision hereof is declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain unimpaired and in full force and effect. Failure by any of the parties to exercise any power agreed to hereunder will not be considered a waiver of any right, power or obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, through their duly authorized officers, and agree to the above terms, as of the day and year first above written.

[ORGANIZATION]

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

Appendix A

1. TRAINING SERVICES

Dance Company will provide Organization with [on-site] teaching artist professional development and training on [DATE] from [TIME] during [SPECIFY PROGRAM] at [LOCATION], specifically focusing on Dance Company techniques and pedagogy.

The Training Services include the following:

- (i) On-site teaching artist professional development and training not to exceed [NUMBER] of hours and [specify number of instructors];
- (ii) Dance Company's preparation for the on-site teaching artist professional development and training [and musician training];
- (iii) Planning meetings [or conference calls if not local]; [specify agreed upon number of, and length of, planning meetings/calls] with Dance Company and Organization; and
- (iv) Materials [specify type/number of copies, etc.].

For the avoidance of doubt, the Training Services do not include (i) Dance Company program certification or (ii) Dance Company teaching artist certification.

Any additional services not specified herein shall be mutually agreed to pursuant to a written amendment to the Agreement signed by both Organization and Dance Company

Dance Company's contact at Organization shall be [NAME].

2. FEES

Organization agrees to pay to Dance Company a fee of xxxx dollars (\$x,000) payable no later than [DATE] for the Training Services.

Organization agrees to pay [specify travel expenses (food, lodging, transportation, etc.)] and method of payment [direct or reimbursement and whether in advance, pre-approval required, etc.].