



UK Opera Theatre Agreement with Family Care Center School

This is an agreement made this day, August 13, 2013 between Family Care Center School (hereinafter referred to as PURCHASER) and the University of Kentucky Opera Theatre (hereinafter referred to as ARTIST)

1. It is mutually agreed between the parties that the PURCHASER engages the ARTIST for the following engagements of:

Jack and the Beanstalk for 1 show(s)
Date: September 24, 2013 Time: 10:00am

2. FULL PRICE AGREED UPON FOR: *Jack and the Beanstalk*
\$ 600 for one / first performance, \$ 0 for each additional performance
Total: \$ 600.00

3. TIME AND MANNER OF PAYMENT

a). Payment can be made in a lump sum and can be presented to the Stage Manager before the beginning of the first performance on September 24, 2013 or mailed to:

b). Marc Schlackman
UK Opera Theatre
Schmidt Vocal Arts Center
412 Rose Street
Lexington, KY 40506-0433

4. FORM OF PAYMENT: Check, Cashier's Check, or Certified Funds.

5. CHECK PAYABLE TO: UK OPERA THEATRE

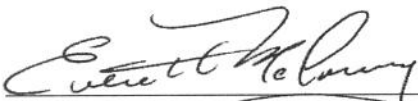
ADDITIONAL TERMS AND CONDITIONS:

1. ENGAGEMENT: Purchaser engages Artist, and Artist agrees, to perform at DATE, TIME and PLACE of performance specified for the compensation specified.
2. HALL: Purchaser agrees, at his own expense, to furnish the aforementioned Performing Space on the date and the time for the engagement herein contracted for, well heated, lighted, clean and in good order, clean dressing area for the Artist near the stage, and clean and adequate dressing area for accompanist and assisting artist or artists, and all other items included, but not limited to, musicians, singers and stage managers. Purchaser also agrees to provide bottled water for each performer.
3. TEACHER'S GUIDE: Artist will furnish, through the UK Opera/SOOP website, to the Purchaser a copy of the Teacher's Guide for *Jack and the Beanstalk*. The Teacher's Guide can be downloaded from the UK Opera/SOOP website:
(<http://www.ukoperatheatre.org/pages/opera-outreach/JackandtheBeanstalk-study-guide.pdf>).

4. And the Purchaser agrees, at Purchaser's expense, to print and distribute a sufficient quantity of the Teacher's Guide materials furnished by Artist.
5. IMPOSSIBILITY OF PERFORMANCE: Artist shall be under no liability for failure to appear or perform in the event that such failure is caused by or due to the physical disability of Artist, or acts or regulations of public authorities, labor difficulties, epidemic, civil tumult, strike, interruption or delay of transportation service, or any other similar or dissimilar cause beyond the control of Artist. If a subsequent date and time can be arranged, then Purchaser shall remain obligated in all respects of this agreement.
6. EXCUSE FROM PERFORMANCE: This agreement is made in reliance upon Purchaser's good reputation for the prompt discharge of all obligations. In the event that Purchaser shall default in making payment for the services of any one or more artists engaged through or from the University of Kentucky, Artist shall have the right to terminate this agreement by giving Purchaser notice in writing.
7. RESTRICTIONS: Purchaser agrees to prevent the broadcasting, recording, or reproduction by radio, television or any other recording device of Artist's performance, or any part thereof.
8. PERFORMANCE REFUSAL: In the event purchaser refuses or neglects to provide any of the terms herein stated and/or fails to make any of the payments as provided herein. Artist shall have the right to refuse to perform this contract, shall retain amounts therefore paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed price stated herein set forth.

IN WITNESS WHEREOF, The parties hereto have hereunto set their names and seals on the day and year above written.

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For ARTIST: 
 Everett McCorney, Executive Director
 UK Opera Theatre
 Schmidt Opera Outreach Program

Date: 8/13/2013

For PURCHASER:
 Name: _____
 Title: _____

Date: _____

Please return one (1) signed contract to:

Ms. Courtney Turay
 SOOP
 319 Rose Lane
 Lexington, KY 40506