

The Dance Artist's Basic Agreement

Windsor Dance eXperience Inc., Windsor Established 2003
1572265 ONT INC

Month _____ Day _____ Year _____

WINDSOR DANCE EXPERIENCE

Windsor Dance eXperience Inc. (hereinafter called the Company) and the dancers of the Company (hereinafter called the Artist) agree to write down certain rules, regulations, and conditions under which Windsor Dance eXperience Inc. will operate.

The Company and Artists agree that the only purpose of this agreement is the enhancement of the Company and Windsor as well as the achievement of providing high quality dance entertainment and educational programs for the broadest number of people in Windsor and the surrounding communities.

The Artist understands and agrees to be subject to the financial circumstances of the Company and its rehearsal, performance, and personal needs (rent, insurance, costumes, etc.)

These are the rules and regulations set forth:

The Company and dancers of Windsor Dance eXperience Inc. (hereinafter called the Artist) agree that the provisions of the Dance Artist's Basic Agreement (hereinafter called the Agreement) shall apply to all Artists accepted as dancers in the Company, unless otherwise noted within. This Agreement made, executed & delivered in the City of Windsor, County of Essex & the Province of Ontario, this _____ day of _____ year _____ by and between Windsor Dance eXperience Inc. & the dancers of Windsor Dance eXperience Inc. covering the period from **November 2020** through **June 2021**.

Insurance

The Company will carry a liability insurance policy of \$2,000,000.00 to cover Artists against injury & accidents during rehearsal or performances as well as to protect the property owned by the Company.

Costumes and Accessories

The Company agrees to supply costumes whenever possible. All costumes supplied by the Company are property of Windsor Dance eXperience Inc. and must be returned to the Company at the close of the last performance in good condition. If used prior to the production (e.g., mall show or filmings), the costume must be returned to the Company at the next scheduled rehearsal, unless instructed otherwise. The Artist is expected to take extreme care of their costumes. This includes putting it away neatly when not in use, and letting the Costume Mistress know when there is a problem with the costume. The Artist must refrain from eating and smoking and / or vaping when in costume.

Working Conditions and Standards

The Company shall provide the minimum rehearsal & performance conditions.

1. Floors of rehearsal & performance space shall be resilient and non-slippery. The Company shall use reasonable effort to ensure all performance spaces are safe & clean.
2. The Company shall use reasonable effort to make all shoot locations safe for the Artists.
3. The Company shall guarantee the safety of the Artist to the best of the Company's ability. If the Artist is required to assume an added risk for a performance, the Company shall make reasonable efforts to minimize risk of injury to the Artist.
4. The Company shall make reasonable efforts to maintain adequate security in all rehearsal & performance spaces.
5. Reasonable effort shall be made that the studio, lounge area & other areas over which the Company has control or authority, are maintained with a proper degree of cleanliness.
6. All smoking and / or vaping shall be prohibited in all rehearsal & performance spaces.

Rehearsal

The Artist may be required to rehearse a maximum of 9 extra hours per week on which there are no performances scheduled, Monday through Saturday, as well as the regular 2-3 hours on their standard rehearsal day. Occasionally, overtime will be scheduled Saturday. Rehearsals shall be subject to the following regulations:

1. There may be a maximum of 2 consecutive hours of rehearsal without a break of at least 5 minutes.
2. Tentative rehearsal schedules shall be posted not less than 7 days in advance.
3. Emergency rehearsals & services may be scheduled not less than 2 hours in advance.
4. An Artist is exempt from rehearsal because of employment, illness, injury, or family matters when/if notice has been given 24 hours in advance & has been cleared by the Artistic Director.
5. An Artist is exempt from a rehearsal because of vacation when/if notice has been given 2 weeks in advance and has been cleared by the Artistic Director.
6. Unreported absences and repeated tardiness will result in possible loss of role without notice.
7. The Company has a zero tolerance policy when it comes to alcohol or illegal drugs. Any Artist coming to rehearsal under the influence shall be immediately dismissed for the safety of themselves and any dancer they may be partnered with.
8. The Company has a zero tolerance policy when it comes to bullying. In reoccurring or extreme cases, the aggressor may be asked to leave the Company.
9. Visitors are not permitted during rehearsal.
10. The Artist shall provide their own proper attire for rehearsal which always includes a bodysuit in acceptable uniform colours (black, grey, navy, and white) and shoes.
11. The Artist is expected to follow instructions and handle him/herself in a safe manner. The Company is not responsible for any injury occurring during horseplay.
12. For safety reasons jewelry and/or accessories are not permitted during rehearsal. Hair must be tied back, off the face and neck.

13. No cell phones or personal bags are permitted in the studio area.
14. All Artists shall follow a three strike policy. Each time an Artist receives an unexplained late or absence, is tardy with membership fees, or breaks the contract in any way, they will receive a strike. After three strikes the Artist may be asked to leave the Company. The Artist must attend a minimum of 60% of required rehearsals regardless if advance notice has been given for absences. If attendance becomes an issue, this may result in loss of role as per the discretion of the Director.

Performances

1. To compile this movie there could be up to 40 filming sessions spread out through all three companies. Shoot schedules will be made available 1 month in advance with the premier scheduled for summer 2021.
2. Some shoots will take place outdoors and are at the mercy of being rescheduled due to weather conditions.
3. An interval of not less than 12 hours shall be allowed between the end of one day's service and the commencement of the following day's activities.
4. A tentative casting notice shall be posted before rehearsal begins. Notice of understudies shall be posted 2 weeks after the beginning of the rehearsal period.

Membership Duties

1. Artists are expected to conduct themselves in a professional manner at all times.
2. Artists are expected to treat their part as their own and memorize it as quickly as possible even if it means practicing on their own time.
3. The Artist understands that the choreography taught to them is property of the choreographer and the Company. Requests to perform any choreography taught at the Company must be given in writing six (6) weeks in advance and be approved by the Artistic Director and Choreographer. Proper artistic credit must be given. Fees may apply. Video footage posted online must be no longer than ten (10) seconds.
4. The Artist is expected to participate in the fundraising program or be charged the fee of \$125.
5. The Artist will provide funds for their uniform mask to be worn at special events and all film shoots.
6. The Artist is expected to partake in the poster run involving the major production(s).
7. The Artist is responsible for their own transportation to and from rehearsals and performances.
8. Each Artist will maintain a strictly professional relationship in regards to other members and Artists within the Company.
9. The Artist is expected to sell a set number of tickets for each performance to be determined closer to the date based on WECHU regulations.
10. The Artist is expected to help with the best of their ability in at least one aspect of production regarding set, props, costumes, advertising, fundraising, etc. for a minimum of ten (10) hours throughout the season.
11. The Artist will make themselves available on all their scheduled shoot days.

Talent Release

The Artist agrees to grant the Company, its agents and/or successors, the rights to use or publish the Artist's name, picture, portrait, or likeness in advertising, promotions, or publicity of the Company. Participants, or parents of participants who are minors, who do not wish to comply with this policy must notify Windsor Dance eXperience Inc. in writing prior to participation in any rehearsal or event.

Outside Engagements

It is the sole responsibility of the Artist to organize their schedule of outside activities to prevent any interference with scheduled rehearsals or filmings. Any activity that conflicts or interferes with the Company's activities must be cleared by the Artistic Director, the Choreographer & the Director. If the Artist cannot comply by the rehearsal schedule or performance schedule, he/she will be immediately replaced.

Waiver of Liability

1. I am attending an event hosted by Windsor Dance eXperience Inc. and / or an event located at the Windsor Dance eXperience Inc. Studio (866 Walker Road, Windsor). I represent that I am physically fit and have no medical condition which would prevent my full participation.
2. I recognize my participation may require physical exertion which may be strenuous and may cause physical injury. I recognize and understand the risks of injury inherent to dance and I fully assume those risks. Such risks may include, but are not limited to, participating in choreographed dancing on top of set pieces (e.g., scaffolding), lifts, battle scenes, and use of props (e.g., prop swords). I agree to take full responsibility for any risks, injuries, or damages known or unknown which may incur as a result of my participation.
3. I knowingly and voluntarily waive any claim I may have against Windsor Dance eXperience Inc., any of its instructors or volunteers, or the venue in which the event is held for any and all injury and damage that I may sustain or illnesses contracted before, during, or after as a result of the event.
4. I agree to obey the rehearsal and facility rules and take full responsibility for my behaviour in addition to any damage I may cause to the facilities utilized by Windsor Dance eXperience Inc.

Protection of Property

I understand and agree that it is my sole responsibility to safeguard my personal property. I hereby release Windsor Dance eXperience Inc., any of its instructors or volunteers, or the venue in which the event is held from all liability for loss or damage to personal property.

Medical Attention

1. I agree to notify Windsor Dance eXperience Inc. of any and all medical conditions, including the medical condition, symptoms, medication, and possible side effects of medication. I understand that Windsor Dance eXperience Inc.'s policy is that medication will not be administered by Windsor Dance eXperience Inc. Any child under the age of 16 that requires medication must have a parent / guardian present to administer the medication.
2. In case of physical injury or medical emergency, I hereby authorize Windsor Dance eXperience Inc. to call emergency services and make necessary transportation arrangements to a medical treatment facility as necessary. All such transportation and medical treatment will be at my sole cost and expense. In extreme emergency, or if the participant is under 18 years of age, I understand that Windsor Dance eXperience Inc. will attempt to notify the person(s) named as emergency contact(s).

If any violation of this contract occurs, the Company reserves the right to take action up to and including loss of role and position in the Company.

You are now a cast member of: **Happily Ever After – The Movie**

Your possible rehearsal / shoot times are: **Mon. (6:00-9:00pm), Wed. (6:00-9:00pm), Fri. (6:00-9:00pm) and/or Sat. (9am -11am or 11:30am-2:30pm)**

Your membership dues are to be paid on the **first Saturday** of every month to the Treasurer. If fees are late, an extra \$5 will be added to the total balance due unless otherwise cleared by the Treasurer. Financial assistance is available for those who qualify – please contact the President or Treasurer for more information.

Contact Names & Telephone Numbers

Artistic Director	<u>Tiffany Chan</u>	phone (519) 253-2466 / cell (519) 995-8415
President	<u>Lauren Robinet</u>	phone (519) 980-3161
Dancer Manager	<u>Julia Galli</u>	phone (519) 992-4939
Dancer Rep.	<u>Serena Maniaci</u>	phone (226) 345-0735

Member Name (please print): _____ Birth Date: mm/dd/yyyy
 I have read and agree with the terms above in the Dancer Artist's Basic Agreement

Signature of Artist

Signature of Parent / Guardian
(if under the age of 16)