

**AFFILIATION AGREEMENT BETWEEN**

**SPARTANBURG PHILHARMONIC AND CONVERSE COLLEGE**

**January 2019**

**WHEREAS,** this Affiliation Agreement (“Agreement”) is effective as of the \_\_\_\_\_\_ day of January, 2019, upon execution of the parties, Converse College (hereinafter referred to as “Converse”), a private, non-profit educational institution, and the Spartanburg Philharmonic (hereinafter referred to as the “Philharmonic”), a nonprofit corporation organized and existing under the laws of the State of South Carolina;

**WHEREAS,** the purpose of an affiliation between Converse and the Philharmonic (herein jointly referred to as “collaborators”) is to share resources to the mutual benefit of both organizations;

**WHEREAS,** the goals of the Collaborators are to provide excellence in arts education for the benefit of the general public, and share resources where possible to the benefit of the collaborators;

**WHEREAS,** Twichell Auditorium located at Converse, is a renowned 1,500 seat auditorium, houses a 57-rank Casavant Freres organ with 2,600+ pipes, has hosted famed artists, and is a treasured jewel of the Spartanburg community (the “Space”);

**WHEREAS,** Twichell Auditorium is also the historic home of the Spartanburg Philharmonic hosting Philharmonic performances since 1928;

**WHEREAS,** Twichell Auditorium is in need of updates and renovations to meet legal and patron’s standards;

**WHEREAS,** the Collaborators and the community intend for the Philharmonic to utilize Twichell Auditorium as its home for the foreseeable future;

**WHEREAS,** the renovations at Twichell are partly inspired by the common interests, needs, patrons, and donors of the Collaborators; and

**WHEREAS,** the Collaborators seek to memorialize the benefits of shared resources as explained herein.

**THEREFORE,** the Collaborators agree as follows:

1. **Term of Agreement:** The term of this Agreement shall be for a period of three (3) years, commencing on the \_\_\_ day of \_\_\_\_\_\_\_, 2018 and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Term”).

2. **Priority Partnership:** The Collaborators are valued partners of one another, and each benefit by Philharmonic concert performances occurring at Twichell Auditorium. Accordingly, the parties will accommodate one another as follows:

2.1 **Event Scheduling:** The Philharmonic’s event schedule runs from September to May annually. The Philharmonic shall receive priority status for events scheduled prior to February 1of each calendar year. Payment for priority-scheduled events shall be received by \_\_\_\_\_\_\_\_\_\_ of the same calendar year.

The Philharmonic may identify all dates to reserve for scheduled events such as rehearsals, concerts, dark days, and other events as desired.

The Collaborators shall continue to execute individual agreements for each performance. Neither party shall delay execution of any contractual agreement to interfere with any deadline or service as to the other party.

2.2 **Rental Rates:** The Philharmonic shall receive priority rates for scheduled Classics and Pops Series performances and rehearsals at a comprehensive rate of:

|  |  |  |
| --- | --- | --- |
| Year | Number of Days Reserved | Season Costs and Fees |
| Year 1 | Up to 30 | $12,000.00 |
| Year 2 | Up to 36 | $13,000.00 |
| Year 3 | Up to 42 | $14,000.00 |

2.2.1 Rental Rates are a comprehensive fee to include: the Space for rehearsals and concerts, technical fees, housekeeping, ushers. Rental rates shall not include a 12% ticket fee for use of Twichell Box Office services.

2.2.2 The Philharmonic shall enjoy a right of renewal for an additional three (3) year period. Should the Philharmonic choose to exercise this right, it shall enjoy the same rental and annual increase rates.

2.3 **Ticketing:** Converse shall provide Box Office Services for 10 months annually from August to May. Weekly hours shall include 8 a.m. to 5 p.m. with a lunch hour not to include 12 p.m. – 2 p.m. The Box Office shall also be staffed two (2) days per week in June and July (Tuesday and Thursday) to accommodate season ticket purchases. Converse shall also provide an online box office service. Converse shall receive a twelve percent (12%) fee deducted from all tickets purchased through Converse Box Office Services.

2.4 **Twichell Renovation:** Converse will renovate Twichell Auditorium to ensure a suitable patron experience with improvements to include:

(a) ADA accessibility with additional ADA parking, installation of automatic door operators, a two-stop interior lift, accessible restrooms and auditorium searing;

(b) State of the art audio/video system, speakers, amplifiers, digital console, state monitors, intercom, and projector;

(c) Revitalization of interior space with renovated bathrooms, refinished flooring, new windows and new carpet;

(d) Improved climate control with new HVAC system and electrical work; restored and new theatrical and orchestra LED lighting;

(e) Stage improvements with new curtains, orchestra pit, stage floor, and stage rigging; new roof and exterior façade repair; and

(f) Maintenance to the organ.

Converse shall temporarily suspend Twichell renovations not to interfere with Philharmonic performances. All renovations shall be complete by October 7, 2019. Should Converse fail to complete renovations and prevent the use of Twichell as scheduled, Converse shall provide cost remediation in the form of refunds, fees, monies owed to musicians, and administration costs.

3. **Classics and Pops Series Concerts:**

3.1 **Rehearsals:** Twichell Auditorium will continue to be the location for rehearsal activity. The Philharmonic will continue to open Rehearsals to Converse students.

3.2 **Instruments:** The Philharmonic shall have continual use of instruments (piano, organ, bass drum, and other percussion instruments) at no cost as established between the parties. The piano shall be regularly maintained and tuned during the Philharmonic concert season from August through May annually.

3.3 **Staffing:** Converse shall provide all house personnel necessary for performances. Staffing costs are included in the comprehensive rental rate for the season. Staffing personnel will include:

(a) at least, ten (10) trained student ushers who are trained by the House Manager with the Philharmonic General Manager present, for concert performances;

(b) a minimum of two (2) security personnel for concert performances;

(c) Technical Director and two (2) technicians for rehearsals and concert performances

3.4 **Recording:** All concerts shall be audio recorded at no cost. The Philharmonic shall receive the concert recording for first review. Once approved by the Philharmonic, Converse may use the concert recording for marketing and educational purposes.

3.5 **Auditions:** Converse College will provide space for Philharmonic auditions in Daniel Recital Hall four times each year to the Spartanburg Philharmonic at no cost, and at times mutually agreed upon by the parties. Collaborators shall make a good faith effort to schedule auditions as early as possible. New music faculty hired by Converse College may have an individual audition to join the Philharmonic. The Philharmonic Music Director has a first right of refusal.

4. **Ticket Sharing:** Collaborators shall provide tickets to one another as a mutual benefit to each organization.

4.1 Converse will provide 8 tickets at no cost to all Carlos Mosely Series concerts.

4.2 The Philharmonic will provide 20 tickets for each Classics concert to Petrie School of Music students. Spartanburg Philharmonic will provide 20 tickets for each Classics concerts to Faculty and Staff. All Converse Faculty, Staff, and students are eligible for half-price tickets to Philharmonic Classics and Pop Series concerts.

5. **Marketing:** To the extent possible, the Collaborators would carry notice of a joint affiliate designation on various print materials each year highlighting this affiliation, in the form and format as agreed to each year by the collaborators.

5.1 The Philharmonic shall provide links from spartanbugrphilharmonic.org to Converse’s other music offerings.

5.2 Converse shall provide links from culture.converse.edu to the Philharmonic subscription pages.

5.3 The Collaborators shall exchange advertisement for Carlos Moseley Series and Spartanburg Philharmonic’s Classics Series in programs for each series:

5.3.1 The Philharmonic will provide one full-page color advertisement in each program for Converse with an estimated in-kind exchange valued at $1,200.00.

5.3.2

5.3.4 Converse will provide one full-page, color advertisement in each Carlos Mosely Chamber Music Series program for the Philharmonic.

7. **Musicians:** All new musician hires for the Philharmonic or for the Petrie School of Music will be discussed in advance of posting for possible collaborative position support.

8. **Philharmonic Music Library:** Converse will continue to house a portion of the Philharmonic’s music library at no cost to the Philharmonic.

9. **Independent Organizations:** The Collaborators will continue to operate as completely independent entities, and neither may serve as an agent for the other. Neither party shall assign, sublet, or otherwise transfer in whole or in part this Agreement.

10. **Final Agreement:** This Agreement constitutes the entire understanding between the parties. No other terms and conditions be they consistent, inconsistent, or additional to those contained herein, shall be binding upon the parties, unless and until such terms and conditions have been specifically accepted in writing by both parties.

11. **Amendments:** The collaborators will meet once each year before May 31 to review this agreement and make changes as necessary for the following year, such changes are subject to Section 2 above. Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and signed by authorized representatives of the parties hereto.

12. **Governing Law:** The laws of the State of South Carolina shall govern the validity, performance, and enforcement of this Agreement, and this Agreement shall be construed pursuant to such laws, without giving effect to conflict of laws principles.

13. **Strict Performance:** The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and not agreed to by both parties.

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