

WBC 2021-22 DANCER AGREEMENT

In consideration of the opportunity to participate in a performance or performances of the Westchester Ballet Company (WBC) and/or the "Company" for the season 2021-22 (commencing September 23, 2021 and concluding June 26, 2022), dancer and dancer's parent(s) hereby understand and agree as follows:

- 1) **ACCEPTING CASTING DECISIONS AND RULES OF CONTACT**
Company placements/rankings and casting decisions are made at the sole discretion of the Artistic Directors and they are final. Neither Artistic Directors nor Board Members shall be contacted regarding these decisions. Such contact will result in the forfeiture of the dancer's invitation into the Company and any and all roles for which they have been cast.
- 2) **DURATION OF COMMITMENT**
Company dancers are required to commit to the full aforementioned WBC season. WBC produces two main annual performances, the *Nutcracker* and the Spring Repertoire. The Company may also engage in other performances. If eligible, Company dancers are expected to audition for WBC productions and to accept the roles for which they are cast, unless they have prior commitments that conflict with auditions/performances. (See Schedule A).
- 3) **PAYMENT OF FEES**
Company dancers are required to pay the participation fees for *Nutcracker* and Spring Repertoire. Fees are tied to a dancer's ranked position within the Company. (See Schedule A).
- 4) **PAYMENT DEADLINES**
Full payment of participation fees is expected by stated deadlines (See Schedule A), but payment flexibility options are available by request. Please contact info@westchesterballet.org with any related inquiries.
- 5) **FEES ARE NONREFUNDABLE**
If a dancer withdraws from a WBC production after rehearsals have begun for reasons other than injury or illness documented by the dancer's physician, or if a dancer is dismissed from the Company because of an infraction of the Dancer Agreement, the fees the dancer/dancer's family has paid to WBC will not be refunded. Any refund of Dancer Participation Fees related to a force majeure event (including COVID-19) will be prorated.
- 6) **DANCER ATTENDANCE IS REQUIRED AT ALL MANDATORY MEETINGS, REHEARSALS, MAKEUP CLASSES, COSTUME FITTINGS, AND PERFORMANCES**
Company dancers are required to attend all mandatory scheduled Company events. Failure to do so will result in dismissal from the Company and forfeiture of associated fees. (See Schedule A).
- 7) **REHEARSALS**
Rehearsals are generally, but not exclusively, held on Fridays, Saturdays, and Sundays at Logrea Dance Academy (LDA). Schedules are typically posted three weeks in advance at westchesterballet.org and are subject to change. It is the responsibility of the dancer and parent(s) to closely monitor the rehearsal schedules.
- 8) **UNDERSTUDY ROLES**
Understudy roles follow the same strict rehearsal mandates as all other roles.
- 9) **EMERGENCIES**
Any emergencies or events that might cause a dancer to be late to a rehearsal should immediately be communicated to WBC by calling (914) 941-4532.
- 10) **EXCUSED ABSENCES NOT TO EXCEED THREE**
Company dancers are expected to attend all rehearsals, but they may be excused for a total of three during the *Nutcracker* season and three during the Spring Repertoire season. Excused absences require prior notice to the Rehearsal Coordinator and written approval from the Artistic Directors. A no-show, unexcused absence is an infraction of the Dancer Agreement and may result in dismissal from the Company.
- 11) **FULFILLING MINIMUM TRAINING REQUIREMENTS**
All Company dancers must be engaged in dance training throughout the Company season and at a level

approved by the Artistic Directors. Training requirements are determined relative to a dancer's level of experience and where they are in their development as a dancer. (See Schedule A). Failure to attend dancer's weekly dance classes for reasons other than illness or injury documented by the dancer's physician will result in a dismissal from the Company.

12) **REQUIREMENT OF ONE CLASS PER WEEK AT THE COMPANY'S OFFICIAL BALLET SCHOOL**

All Company dancers, other than non-ranked "student dancers," must take at least one of their required ballet classes per week at Logrea Dance Academy (LDA), the official school of WBC. This requirement ensures that the dancer has regular visibility with WBC's Artistic Directors and training that aligns with Company standards. Company dancers may fulfill the balance of their other class requirements at ballet schools of their choosing, as long as those dance programs and the number of classes are approved in writing by the Artistic Directors.

13) **PREPLANNED REQUIRED SCHOOL ABSENCES**

Dancers must miss two days of school for dress rehearsals (typically the Thursday before the *Nutcracker*) and the Friday performance of the *Nutcracker*, and one day of school for Spring Repertoire (Friday dress rehearsal). Parents are responsible for communicating these absences to their dancer's school. WBC will provide an official absence letter that the families can send to their child's school.

14) **COSTUMES**

Costumes may not be taken home. Dancers are responsible for any damage to the costumes and will be charged for repairs and any extraordinary cleaning fees.

15) **DANCER BEHAVIOR AND ETIQUETTE**

WBC is committed to creating a safe and healthy atmosphere for their dancers and volunteers. To that end it is agreed and understood that:

- a. **General conduct:** Dancers will be held to the highest standards of conduct, and are expected to show courtesy and respect to the Artistic Directors, support staff, fellow dancers, and WBC volunteers. This extends to the dancers' social media postings. Bullying and the posting of hate speech, inappropriate language, and vulgar gestures online are cause for immediate dismissal from the Company.
- b. **Language:** Dancers are expected to behave and speak in a respectful and professional manner, and to follow the directives of the Artistic Directors with regard to all aspects of WBC productions. Older dancers are role models for younger dancers. Dancers must refrain from inappropriate conversations and foul language in the dressing rooms, during rehearsals, and at performance venues.
- c. **Banned Substances:** The possession or use of alcohol and/or drugs (including smoking and the use of electronic cigarettes) within the walls of any space within which WBC rehearses or performs is strictly forbidden. Any use of these substances is grounds for immediate dismissal from the Company.
- d. **Photography:** The taking and posting of photos and/or videos in any dressing/changing rooms or areas designated as such is strictly prohibited without the expressed consent of all parties included in that photo and/or video.
- e. **Allergy awareness:** Nuts or any foods containing nuts are strictly forbidden at any space within which WBC rehearses or performs.
- f. **Proprietary rights:** Dancers shall not participate in any outside performances using the name, choreography, or costumes of WBC without the prior written approval of the Artistic Directors.
- g. **Dress code:** Dancers must adhere to all dress code requirements. Girls must arrive to rehearsals and fittings in leotards and clean tights, and with their hair in a neat bun. Girls dancing in pointe roles must have a second pair of pointe shoes for backup at all times. Boys must be in possession of their own dance shoes as required for their role. Dancers must be able to perform safely without eyeglasses during rehearsals and performances.
- h. **Dismissal:** Artistic Directors and the Board of Directors retain the right to dismiss any dancer whose physical or psychological health is determined to be at risk or putting others at risk.

16) **NEW YORK STATE HEALTH AND SAFETY MANDATES**

WBC is bound by New York State health and safety mandates relating to COVID-19. Dancers and their

parents must conform to the same when participating in WBC-related activities. (See Schedule A).

17) **MANDATORY INFORMATIONAL MEETINGS FOR DANCERS AND PARENTS**

Dancers and Parents are required to attend informational meetings in the Fall and Spring. (See Schedule A).

18) **VOLUNTEER REQUIREMENTS FOR PARENTS**

Company Parents are required to perform a determined number of volunteer hours based on the age of their dancer. (See Schedule A).

19) **NOTIFICATIONS**

Important information is sent via eblast. Dancers and their parents/guardians are responsible for regularly checking the contact emails they provide to WBC to remain up-to-date on Company news and schedules.

20) **FUNDRAISING**

WBC Company Families understand and agree that they are required to participate in 2021-22 WBC fundraising campaigns and are expected to help raise funds to achieve our anticipated goals to the best of their abilities.

21) **GENERAL INFORMATION**

By dancer's signature hereon as well as the signature of dancer's parent or guardian, dancer and dancer's parent or guardian hereby irrevocably consent to the use by the Company, and any person or entity authorized by the Company, of dancer's name, likeness, still photographs, videotaped and filmed images, and biographical material of dancer, alone or in conjunction with other material, in whole or in part, in and as part of any material created by and/or relating in any manner to the Company, on any website relating in any manner to the Company, in any promotional activities or announcements relating to the Company, and for advertising and trade purposes in connection therewith, all of which may be exhibited in any media throughout the world in perpetuity. Dancer and dancer's parent or guardian hereby release and discharge the Company from any and all claims and demands arising out of or in connection with the use of the above material.

- 22) **"CONFIDENTIAL INFORMATION"** is proprietary information relating to WBC's business including but not limited to: business and financial records, forecasts or any other proprietary business information (i.e., Company member lists/contact information, instructor and/or guest dancer lists/contact information, etc.) to that, if disclosed, could affect the business of the Company.

Without the explicit and written consent from the Westchester Ballet Company Board of Directors, all dancers, as well as his/her family will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.

This duty to hold Confidential Information in confidence shall remain in effect in perpetuity or until whichever of the following occurs first: (a) Company sends dancer and/or his or her family written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be confidential.

- 23) **DANCER'S PARENT(S) ACKNOWLEDGE(S)** the inherent physical risks involved in participation in the Company. Dancer's participation is acknowledged by the parent(s), guardian(s), family members, and/or parent's designees, as a voluntary undertaking. In consideration for the privilege of participation, the parent/guardian assumes full responsibility for any and all damages, injuries, or losses that may be sustained or incurred, if any, to the persons listed above, while rehearsing, attending, participating, observing, or in any other activity associated with, but not limited to, the *Nutcracker*, the Spring Repertoire, or any other Company performances. The parent/guardian also agrees of his/her own free will to waive, release, and covenant not to sue, and agrees to indemnify and hold harmless Westchester Ballet Company, Inc., its directors, officers, employees, volunteers, and contractors for any and all claims resulting from ordinary negligence and inherent risk of the production, including but not limited to any loss, injury, death, including with respect to COVID-19, damage, or liability sustained while on or about the premises or any location where the Company performs, rehearses, visits, or engages in activity.

- 24) **NEITHER PARTY SHALL BE LIABLE** to the other for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God, strikes, riots, equipment failures, change in law, fire, floods, earthquake, power failures, and epidemics, and pandemics, including, COVID-19.

25) **THIS DOCUMENT** supersedes all earlier communications, whether written or oral. This Agreement may be modified or amended only in a written document signed by both parties. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the maximum requirements allowed by law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. These two documents must be submitted by the deadline stated in Schedule A.

STATEMENT OF UNDERSTANDING

The signatures of parent/guardian and dancer on this sheet verifies that they have been notified of and understand the commitment of membership explained in the Westchester Ballet Company 2021-22 Dancer Agreement as well as the consequences of any breach of this Agreement.

I, the parent/guardian of the below named, have read the Dancer Agreement and understand all of the requirements for my dancer to participate as a member of the Company, as well as the consequences if any of the terms of this Agreement are breached. I will fully comply with all rules and regulations set forth in this Agreement. I understand that I will be called upon to assist in ways throughout the year with activities that are within my capacity to offer, and I will make every effort to do my share of volunteer assistance on behalf of my dancer.

I understand that this contract must be signed and submitted digitally by Thursday, September 23, at noon.

Dancer's Signature

Date

Parent's Signature

Date