

**CIRCUS OF THE KIDS  
CONTRACT AGREEMENT**

July 5, 2007

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This serves both as a contract agreement between HARDIN COUNTY SCHOOLS, (referred collectively to include, officers, board members, agents, and assigns herein referred to as YOU and YOUR) and **CIRCUS OF THE KIDS, INC.**, a Florida Corporation, dba **CIRCUS OF THE KIDS** (hereinafter referred to as CIRCUS) and their associates, and as a delineation of services. It supersedes all previous oral and written agreements. Any material variations, additions or changes can only be agreed upon in writing.

**I. CIRCUS SCHEDULE 2008**

CIRCUS may modify this schedule by a few days in either direction up to 4 weeks prior to arrival date. However, we guarantee the show dates.

A. Feb. 29 (Fri): CIRCUS arrives.

B. Mar. 1 (Sat.): Mandatory orientation and auditions with children and their parents for circus participation.

C. Mar. 2 (Sun.): Practice begins.

D. Mar. 7-9 (Fri.-Sun.): Performances (Times: Fri. 7, Sat. 3 & 7, Sun. 3).

Approximate length 60 minutes.

E. Oct. 22 (Tue.) Circus Departs.

Confirm ☐

Departure as ☐

Monday, March ☐

10

**II. ITEMS AND ACTIVITIES CIRCUS PROVIDES**

**A. To produce a participatory circus, CIRCUS has sole control of:**

1. Teaching methods.

2. Decisions regarding which participants are involved with specific circus activities.

**B. Equipment and personnel**

1. Personnel (instructors and support staff).

2. Props, costumes, make-up and music for the show.

3. Ground and aerial circus apparatus and all necessary rigging for rehearsals and performances.

4. Electronic Equipment (i.e. computer, video and sound equipment).

5. A press release.

6. Circus-related materials for classroom subjects.

**C. Organization of activity participation**

1. Rehearsal / Performance

a. A maximum of 85 circus students - ages 4 and older - may participate as "stars" of the performances. Additional students may be included, space permitting, as determined by CIRCUS.

b. Mandatory practice, for each show participant, is between one and three hours per day, though extra rehearsals may be scheduled closer to the performance day.

c. All practice sessions are scheduled between 8 a.m. & 11 p.m. and do not interfere with the school day.

**D. Souvenirs and refreshments for sale exclusively by CIRCUS**

1. Items with the CIRCUS logo on them.

2. DVD of YOUR CIRCUS performance

- a. Videotaping by anyone else during the performances, without a press pass or written permission from CIRCUS, is prohibited.
- b. Videotaping of the performance for profit, sale, or distribution by anyone else is prohibited.
- c. YOU receive one complimentary copy of the DVD.

**3. Items with the CIRCUS logo on them.**

**4. Juggling equipment and other circus souvenirs.**

**5. Costume enhancements.**

**6. Refreshments** (including but not limited to cotton candy, popcorn and soft drinks) during rehearsals and performances. In addition, cotton candy will be sold immediately after school at student departure points (i.e. bus ramp, etc.).

**7. Video passes.**

**8. Photographs.**

### **III. ITEMS YOU PROVIDE TO CIRCUS AT NO CHARGE**

To obtain maximum return to YOU, it is necessary to promote CIRCUS as an event separate and apart from any other happening at the Hardin County Performing Arts Center.

**A. Space needed for CIRCUS activities.** (Exclusive use of these areas, with 24 hour access and in proximity to each other. Please have these rooms emptied and cleaned before our arrival.)

**1. MAIN REHEARSAL AREA**

Stage floor dimensions: [   
 D: 30' x W: 50'

a. YOUR gymnasium or a flat, level, indoor area with a smooth, hard floor (i.e. concrete, wood, etc.; not carpet) and exposed ceiling beams.

Minimum floor dimensions: 40' by 80' and a clearance space of 17'.

For safety reasons, please do not add any additional wax to the circus practice and performance floors until after our departure.

Will these work for us [   
 as well?

b. Up to 12 permanent anchors are set flush into the floor outside of basketball sidelines. These anchors are designed for gymnasium floors; they will not damage YOUR floor.

AARON: [

c. We attach 20 boating cleats to the wall. However, if tie-off points are available, cleats are not used.

Genie Lift will be required

d. Please provide scaffolding on wheels to reach the ceiling upon our arrival and throughout our entire stay.

**1. SUPPORT ROOMS**

AARON: [

a. **Circus Office:** Minimum size 150 square feet. Includes air-conditioning & heating, 10 banquet tables (3 of which can be office desks), 12 chairs, electrical outlets for electronic equipment, 3 trash cans, and a telephone line. NOTE: CIRCUS will keep a record of our long distance calls and send payment in full when YOU receive your long distance phone bill.

Will scene shop [   
 combined with tour [   
 office work? May be [   
 short on tables. Can [   
 probably handle phone [   
 issue. Check square [   
 footage to see if we can [   
 match up.

b. **Maintenance Storage Room:** Minimum size 100 square feet.

c. **Rehearsal Equip. Storage Room:** Minimum size 300 sq. feet.

d. **Changing Rooms** (2, male/female) in which children and staff change clothes (e.g. locker rooms).

***2. IMPORTANT: Unsecured circus equipment, abused by unsupervised, inexperienced people is dangerous. Therefore, each storage room, rehearsal space and performing facility must be tightly secured to prevent accidents (i.e. storage rooms locked tight, rehearsal spaces always supervised when circus personnel is not present and non-circus people are in the room, etc.). Please provide us with 3 keys to each lock upon our arrival.***

**B. Equipment**

**1. During our stay:**

- a. A dolly to transport equipment between the storage, rehearsal, and performance areas.
- b. A drinking water fountain close to the circus practice areas.
- c. Two banquet tables for souvenirs.

**2. During the performances**

- a. Space and seating for the audience.
- b. Two rooms to be used as costume changing rooms.
- c. A room in which to apply makeup.
- d. A room to hold the cast during the performances.
- e. One more banquet table for souvenir sales.

**C. Scheduling Support without conflicting activities:**

- 1. **In the circus practice area** (i.e. volleyball game in the gym).
- 2. **With the students** (i.e. field trip) during their scheduled practice times.
- 3. **Providing flexibility in dining hours** for staff and performers to facilitate maximum child involvement with CIRCUS (i.e. Children in particular acts may need their dining schedule adjusted).

**D. Room, board & transportation for approximately 12 circus employees.**

NORA: ☐

They will all stay at a ☐  
hotel so that we don't ☐  
have to provide ☐  
breakfast. Lunches ☐  
will be through JHHS ☐  
cafeteria (\$200 per ☐  
day-anything over that ☐  
COK is charged for) ☐  
other than on ☐  
weekends. Dinner is ☐  
the issue... Sponsors, ☐  
parents, etc.

1. **ROOM:** A place to sleep each member of the circus staff, either in recreational vehicles on the school grounds, as guests in students' homes or in hotel/motel rooms (maximum: 1 person per bed, 4 people per toilet and shower). If possible, provide rooms in proximity to one another. Without a fire or act of God (i.e. hurricane, earthquake, etc.), if the circus staff has to change rooms or move to different housing arrangements, there is a fee of \$100 per person per move.

2. **BOARD:** Three ready-to-eat meals per day (i.e. Home cooked, school cafeteria, restaurant, etc.; not groceries). YOU absorb our gratuities.

3. **TRANSPORTATION:** If room, board, rehearsal area(s), or performance area(s) are more than 5 miles away from each other, and transportation is provided by CIRCUS or CIRCUS staff vehicles, a fee of \$2 per mile is charged. If the distance is over 10 miles the fee is \$5 per mile.

**4. RV HOOKUP**

- a. A 220 volt, 50 amp (NEMA 14-50R) receptacle and a fresh water spigot for a standard garden hose delivering potable water, available within 150' of a 38' Recreational Vehicle. If the power requirements are not met, you are responsible for the cost of running our generator (\$10 per hour) and electrical damage to the bus and/or appliances. In addition, WE need 24-hour access to the breakers. Please note, up to 2 people will live in the RV.

AARON: ☐

Will need to check on this

DIANE: ☐

Run this by Baute and ☐

see what he says. ☐

Probably will not be ☐

able to provide ☐

efficiently. May be ☐

worth \$200 not to have ☐

to deal with it.

b. Internet connection: Direct connection to the Internet (Ethernet line or wireless) into the bus upon our arrival.

1) If YOU have an Internet policy that YOU want US to follow, please provide a copy of it.

2) We may connect as many as 15 computers. WE need FTP transfer capability and the ability to reach:

- A) Email on any ISP
- B) Banking services
- C) Shopping services
- D) Airlines and travel agents
- E) Music Services
- F) Voice over IP (i.e. skype.com)

3) To accomplish this we need the following information upon our arrival:

- a) Subnet Mask
- b) Router
- c) Proxies
- d) DNS Servers
- e) Password to your wireless Internet system and the WEP encryption level.
- f) Any other information to connect our computers to the Internet

4) If YOU cannot provide CIRCUS with adequate Internet access, an additional fee of \$200 will be charged.

#### E. Staff and/or parental assistance.

We also solicit parental support with many other activities.

1. Unloading the truck upon our arrival: 10 students.
2. Moving props during the performance: 8 adults.
3. Keeping order back stage: 6 adults (at least 2 of which must be members of your staff).

#### F. Miscellaneous items

We probably don't ☐  
need this many tvs ☐  
and the cast party ☐  
could be in commons ☐  
with lcd projector and ☐  
borrowed screen ☐  
from Gina.

##### 1. Televisions or Color Monitors and VHS VCRs:

- 1) For orientation: a VCR & either a Projection TV or 3 large TVs.
- 2) During the shows: 4 large TVs & a VCR to use back stage.
- 3) During the cast party: a large TV and a VHS VCR.

2. A completed "Audition Registration" form and "Participant Agreement" form for each circus participant. A copy of this form will be sent to YOU on CIRCUS' receipt of this signed contract.

3. Photocopy machine use at no cost (approx. 3000 copies).

4. The outside back cover of YOUR souvenir program.

5. A 110 volt 20 amp outlet for the cotton candy machine in proximity to the rehearsal/performance area.

AARON: ☐

Need to check on

#### IV. INSURANCE AND HOLD HARMLESS

A. In consideration of CIRCUS and their associates providing to YOU activities and facilities as specified in this contract, participation in which may involve physical exertion and risk taking, YOU hereby release, discharge, indemnify, and

agree to hold CIRCUS, its officers directors, employees, agents, and contractors, harmless of and from any and all liabilities including liability for bodily injury or property damage to YOU or YOUR employees as well as any claims, demands, losses, costs, expenses, legal fees and damages arising out of or in any conjunction with such activities. YOU also agree that YOU will be responsible for YOUR own independent actions, and will indemnify CIRCUS for any claims or costs based on the independent acts or omissions of YOU and YOUR employees, agents, authorized participants or of YOUR independent contractors..

B. All CIRCUS participants are required to carry Major Medical insurance.

Make certain staff ☐  
and HCS are ☐  
included as ☐  
additional insured

C. CIRCUS agrees to provide and maintain at all times during the term of this agreement, without cost or expense to YOU, policies of insurance generally known as public liability policies insuring CIRCUS against claims, demands, and causes of action whatsoever for injuries received and damage to property incurred in connection with the use, occupation, and management or control of the premises where circus activities are conducted by CIRCUS. Such policies of insurance shall insure CIRCUS in an amount not less than \$1,000,000.00 to cover claims connected with an accident or occurrence that may arise or be claimed to have arisen against CIRCUS. Said insurance policies shall provide that YOU shall be entitled to ten days notice of any changes or cancellation in said policies.

D. CIRCUS will add YOU, or an organization YOU specify in writing, as an additional insured under this liability insurance policy.

E. You will receive a certificate of insurance, indicating that CIRCUS has coverage in accordance with the requirements of this agreement, upon receipt of this signed contract.

F. CIRCUS shall notify YOU immediately in writing of any potentially hazardous condition existing on or about the premises utilized in conducting said programs.

## V. FINANCIAL AGREEMENT

Wasn't there ☐  
another \$2,000 ☐  
taken off since we  
won;t have PE ☐  
classes? Making ☐  
our total: \$13,500 ☐  
instead of \$15,000

A. Return of this signed contract with your deposit of \$2000.00 within 30 days binds this contract and reserves the dates. This contract includes a discount of 20% for a first year venue.

B. **Payment Schedule** - Please make check payable to "CIRCUS OF THE KIDS."

1. Installment: \$7000.00 (deduct \$1000 if paid before February 1, 2008)

2. Final Payment: \$6000.00, due before the final performance.

C. CIRCUS collects 100% of the concessions WE sell and YOU keep 100% of what YOU sell.

D. **Other fees**

1. For each cast member, in addition to the first 65, there is a participation fee of \$350. The first sixty-five participation fees are included in this contract.

2. Gross income for this event, over \$20,000.00, is split 50/50 with CIRCUS. For example, if, through registration fees, ticket sales and donations, YOU raise \$25,000.00, CIRCUS receives \$2500.00. This is due within the 30 days following the final performance.

3. Fund raising activities in conjunction with CIRCUS (i.e. carnival, souvenir program, food sales, etc.) must be cleared with the Circus Director.

Not part of original ☐  
agreement. Only ☐  
agreeable after ☐  
expenses incurred. If ☐  
this is not negotiable, ☐  
we may not charge a ☐  
participation fee after ☐  
all.

4. **Itemized expenses** -- any items agreed to but not provided (i.e., transportation, food, etc.) are billed to YOU within the 3 weeks following the final performance.

5. **Net term is 30 days from each invoice date.**

a. A finance charge of 2% per month is applied to unpaid balance.

b. All moneys paid are nonrefundable and are only applicable to the dates in this contract.

## **VI. VI. BREACH OF CONTRACT**

A. Any payment not received on time and in full constitutes breach of contract.

B. Any item on this contract not produced or delivered by YOU, or by the time specified if time is appropriate, constitutes breach of contract.

C. In the event of a breach by YOU:

1. CIRCUS is released from further performance of this contract.

2. CIRCUS reserves the right to bring suit for damages incurred, including reasonable attorney's fee and court cost.

3. If CIRCUS agrees to re-negotiate, an additional 15% of the total amount of this contract will be charged. Re-negotiation becomes effective upon receipt of the additional 15% and the balance of this contract.

4. In the event of any dispute arising out of this agreement, the parties agree that the venue for legal proceedings shall be in Leon County, Florida, in the appropriate court, and the prevailing party shall be entitled to their reasonable attorneys' fees and court costs.

**VII. NOTICE SENT TO:**

Mr. Bruce J. Pfeffer  
President  
CIRCUS OF THE KIDS, Inc.  
9042 Shoal Creek Dr.  
Tallahassee, FL 32312-4076  
(866) CIRCUS-5 (toll free)  
(815) 301-1861 (fax)

Mr. Bart Lovins  
Theatre Director  
Hardin County Schools  
384 WA Jenkins Rd  
Elizabethtown, KY 42701  
(270) 769-8837  
(270) 769-8973 (fax)

The preceding pages of this contract  
dated: July 5, 2007, consisting of  
seven (7) pages, including this page,  
numbered 1 through 7, is satisfactory and  
constitutes an agreement between these parties.

It is agreed that if any portion of this agreement is  
found to be void or unenforceable, the remaining  
portions shall remain in full force and effect

By: \_\_\_\_\_  
Bruce J. Pfeffer

PRESIDENT  
CIRCUS OF THE KIDS, INC.  
A FLORIDA CORPORATION

By: \_\_\_\_\_  
Bart Lovins

THEATRE DIRECTOR  
HARDIN COUNTY SCHOOLS

Please return one signed copy of this agreement with your deposit in the envelope  
enclosed for your convenience.

Thank you.