



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

February 9, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the performance contract between River Ridge Elementary and The Cincinnati Children's Theatre for an onsite live performance 3-31-2023 for our Kindergartners.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

The Cincinnati Children's Theatre provides performances to students of all ages. Performances often include stage adaptations of prominent children's literature. This performance happens to be their most interactive show which will be ideal for this grade level. The show will be Cinderella Wore Cowboy Boots and will take place on March 31, 2023.

**FISCAL/BUDGETARY IMPACT:**

\$ 625.00/School Activity Fund Account (field trips)

**RECOMMENDATION:**

Approval of the performance contract between River Ridge Elementary and the Cincinnati Children's Theatre for an onsite live performance 3-31-2023 for our Kindergartners.

**CONTACT PERSON:**

Jena Smiddy

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Principal/Administrator

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District Administrator

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Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



4015 Red Bank Road, Cincinnati, OH 45227. PHONE: 513.569.8080

[www.thechildrenstheatre.com](http://www.thechildrenstheatre.com)

Please contact [curtricia.brown@tctcincinnati.com](mailto:curtricia.brown@tctcincinnati.com) or 513-569-8080 x20 for questions or changes to this agreement.

### TCT ON TOUR ENGAGEMENT AGREEMENT – Part 1 of 2

**Date Processed:** Friday, January 27, 2023

**Contact Person:** Lauren Miller

**Email:** [Lauren.miller@kenton.kyschools.us](mailto:Lauren.miller@kenton.kyschools.us)

**Phone:** (859) 341-5260

**Sponsoring Organization (herein known as "Sponsor"):** River Ridge Elementary

**Address of Sponsoring Organization:** 2772 Amsterdam Road, Villa Hills, KY 41017

**Performance Location:** River Ridge Elementary, 2772 Amsterdam Rd. Villa Hills, KY 41017

Production Title	Performance Day	Performance Date	Show Time	Number of Performances	Performance Fee
Cinderella Wore Cowboy Boots (live)	Friday	03/31/2023	9:30 AM	1	\$625

**TOTAL AMOUNT DUE**

**\$625**

#### PAYMENT SCHEDULE

**50% Non-Refundable Deposit**

*(Due at time of returning signed contract, within two weeks of Date Processed listed above.)*

**\$312.50**

**Balance Due at Performance:**

*(Due on or before date of first or only visit)*

**\$312.50**

### TCT ON TOUR ENGAGEMENT AGREEMENT – Part 2 of 2

The following booking, arrival and performance conditions are required for **The Children's Theatre of Cincinnati (TCT)** to provide in-person on premise programming on the date above. By signing and returning this document you, The Sponsor, agree:

1. to make payment to "TCT On Tour: A Division of the Children's Theatre of Cincinnati" in full on the date(s) specified in Part I of the Engagement Agreement including (if noted in Part I) a non-refundable deposit;
2. that if the Sponsor is eligible, a Sponsor in Ohio may apply for an assistance grant from the Ohio Arts Council, (for information visit <http://www.oac.state.oh.us>);

3. all applicable Local and State taxes are the responsibility of the presenter and are not to be deducted from the contracted fees;
  4. to hold the financial information contained herein and the other terms of this agreement in confidence;
  5. that no audio or video broadcast or recording of the performance(s) be permitted;
  6. that the name "TCT On Tour: A Division of the Children's Theatre of Cincinnati" be plainly printed or otherwise recorded on all publicity of said production;
  7. there shall be no discrimination or segregation in admission or seating based on race, sex, national origin or religion;
  8. that the facility in which TCT On Tour will be performing, meets the standard requirements of the Americans with Disabilities Act;
  9. that TCT On Tour shall not be liable for the delay or cancellation of any performance contemplated hereunder when such delay or cancellation is due to physical illness or transportation difficulties/failures, or is caused by venue closure due to inclement weather, fire, flood, accident, strike, lockout, labor difficulties, riot, sabotage, interference by civil or military authorities, fuel shortages, embargo, orders or direction by any public authorities. The Sponsor agrees to indemnify and hold TCT On Tour and its officers, directors, employees, representatives, successors and assigns harmless from and against any and all liability costs, damages, losses, demands, claims, liability and expense arising out of or related to any performance contemplated hereunder unless caused by any act or omission within the reasonable control of TCT On Tour;
  10. if the Sponsor cancels any performance(s) either in whole or in part, the Sponsor will nevertheless be responsible for full payment to TCT On Tour for the fee of such performance(s) as set forth in Part I of the Engagement Agreement;
  11. that the rights and obligations of the parties hereto shall not be assigned or transferred by either TCT On Tour or the Sponsor without the express written consent of all parties;
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12. to guarantee a clean and clear performance space that is a minimum of 20' wide x 20' deep, with convenient access to electricity within the performance space;
  13. to provide at least one (1) well-heated, non-public dressing area, near adequate and clean toilet facilities;
  14. to furnish all lighting as requested (if necessary): warm lighting wash on the stage or day lighting;
  15. to provide a clear, unobstructed path for load-in and set up;
  16. to provide that stage, wing and backstage areas are clean and are cleared of all obstructions such as scenery, pianos, costumes, etc., swept clean prior to arrival, and will be ready for setup upon arrival;
  17. If performing outdoors, TCT will not perform during inclement weather or at temperatures below 50 degrees and above 80 degrees Fahrenheit;
  18. to provide a detailed map and directions to the performance facility and list of recommended, moderately-priced accommodations within a 20 minute drive of the performance location if available. This clause shall only apply to sponsors more than one hour outside of Cincinnati, OH, proper;

19. that this Agreement shall comprise the entire agreement between TCT On Tour and the Sponsor and shall supersede any previous agreements, understanding, communication or discussions relating to the provisions hereof. In the event of any conflict between the term of the Agreement and any other agreement or documents, the terms of the Agreement shall take precedence;

Providing a live, in-person program at your location is contingent on the receipt of a signed copy of this contract returned within two weeks of Date Processed (listed near the top of this contract unless otherwise noted.) The Children's Theatre of Cincinnati Tour Manager will check in one to two days in advance of the program to reconfirm.

**Upon arrival, if any of these conditions have not be met, The Children's Theatre of Cincinnati Artists will leave the premises and no refund will be given.**

#### **ACCEPTANCE BY SPONSOR**

I am authorized to sign this Engagement Agreement on behalf of the sponsoring organization. I also hereby acknowledge that I have read and agree with the terms set forth in Parts 1, 2 and 3, hereof.

**Please digitally sign this contract if the foregoing accurately sets forth your understanding.**



**Managing Director & CEO  
The Children's Theatre of Cincinnati  
4015 Red Bank Road  
Cincinnati, OH 45227**