

# CONTRACT

## Performance Year with CINEVOX JUNIOR COMPANY

between the following contractual parties

Surname .....

First Name(s) .....

Address .....

Postcode .....

Country .....

hereinafter referred to as "the dancer"

and

art and coaching <sup>ag</sup>, Seefeldstrasse 231, 8008 Zürich, Switzerland

hereinafter referred to as "**artco**"

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## 1. Programme of Study / Description

**artco** provides the dancer with a state-of-the-art programme of further development for today's employment markets. In addition to professional training in classical and contemporary dance, the scope of the programme extends to audition preparation, additional specialist subjects relevant to employment, stage-experience and Switzerland ballet-tour. Furthermore, each participant receives individual support in the search for employment. Thus, the performance year is a suitable extension of previous training as a professional dancer.

The programme includes the following core subjects:

- Classical Ballet
- Contemporary Dance

In addition special seminars will be offered in:

- Audition Preparation
- Rehearsals and Performances
- Choreography Workshop
- Individual Coaching Lessons and support
- Improvisation/Contact Improvisation
- Injury Prevention

The course is located at Cinevox-Theater, Poststrasse 33, 8212 Neuhausen am Rheinfl, Switzerland. Possible tours in Switzerland and abroad are an integral part of the course. The aim of this programme of study is to considerably improve the participants' chances of success at auditions and in today's employment markets in general.

### I. Course Requirements and Registration

To be accepted on to the course, it is necessary to provide evidence of professional training in professional dance and to take part in an audition. The decision of the Art Directors is final in exceptional cases.

An audition appointment will be arranged on an individual basis. In the case of applicants from overseas it is acceptable to submit a video, which provides substantial evidence of the fulfilment of the course entry requirements.

A 3-month trial period is valid for all participants, unless an alternative agreement has been reached. Decision will be taken by the artistic director and the board of directors.

Written registration is compulsory. The fully completed and signed registration form must be accompanied with a full-length photograph, a medical certificate and documentary proof of training to date.

A prerequisite of acceptance to the Cinevox Junior Company is the successful completion of the Performance Year and/or the assessment of the Art Directors. The dancer is under contract for the duration of the entire further training year.

### II. Duration

The contract commences on 01 September 2008 and expires on 12 July 2009.

### III. Certificate

The dancer receives a certificate when the contract expires.

A prerequisite is the full fulfilment of the contract.

### IV. Absenteeism

Absence without permission from training, from rehearsals and from performances can result in expulsion from the Performance Year / Cinevox Junior Company. **artco** reserves the right to claim damages for costs incurred, should it be necessary to employ a replacement.

## V. Clothes

It is necessary without exception to attend training, seminars and rehearsals in clothing suitable for the subject being taught, as prescribed by the course directors/choreographers.

## VI. Financial Obligations

The course fees for the entire training/practical year are Swiss Francs 9'950.00. A trial period fee of Swiss Francs 3'300.00 is charged for dancers, who do not successfully complete the trial period. The artistic direction decides about the passing of the trial period.

## VII. Method of Payment

Payment must be received by 31 August 2008 at the latest.

Exceptions to this regulation must be obtained in written form.

Payments: By mail: PC-Account Nr.: 34-347089-0

Or by bank:

Art and Coaching AG

Seefeldstrasse 231

8008 Zurich, Switzerland

**IBAN CH35 0900 0000 3434 7089 0**

**BIC POFICHBEXXX**

The entire course fee is Swiss Francs 9'950.00 .

Additional provisions, such as, for example, the obtainment of VISA procedure, applications for bursaries and grants, confirmation of our expenditure for late payment demands etc. are not included and will be charged separately.

Any travel costs incurred are at the sole expense of the dancer.

## VIII. Vacations

The vacations, which are 4 to 5 weeks in total per course year, are determined by **artco** and will be announced at least four weeks in advance.

## IX. Engagements and auditions during the contractual period

During the contractual period the dancers can also take part in auditions, if agreement has been sought from the Art Directors. The Art Directors are willing to offer support in the preparations at any time.

Engagements can only be entered into when **written** permission from **artco** has been obtained. There are no exceptions to this rule.

## X. Additional clause

In able to do justice to the standards of professional performance, the dancers are required not to smoke. Smoking in the Cinevox Theater and its vicinity is prohibited.

## XI. Liability

**artco** does not accept any responsibility for stolen possessions or valuables or for accidents, which occur inside or outside of the course and training rooms.

## XII. Insurance

It is the responsibility of the dancer to take out insurance in the event of illness or injury. Each dancer must take out an individual health and accident insurance, which has validity in Switzerland.

## XIII. Commencement and Termination of Contract

### A. Withdrawal from the contract

A withdrawal from the contract, which is signed by both parties and in duplicate, is possible within 10 days of the signature date. Notice of rescission must be made in writing. After this withdrawal from the contract is not possible anymore until the end of the course, exceptions see XIII.C

### B. Contract duration

The contract expires automatically on 12 July 2009, if no other agreement exists.

### C. Notice

If the dancer has to give notice on the contract due to health reasons, a medical certificate has to be presented by the dancer. No claim whatsoever exists in respect of a reduction in the course fee or repayment. **artco** for its part can dissolve this contract if the Performance Year cannot be held due to reasons beyond its control (such as, for example, long-term illness of a member of management) or if the dancer refuses to follow the instructions of course management despite two written warnings. In this case the charge of Swiss Francs 1500 will be made for each completed month. In addition a disciplinary fee of Swiss Francs 600 will be charged. Incomplete months will be charged at the fully monthly rate.

### D. Contractual Reservation

The contract is only valid subject to official funding.

## XIV. Court of Jurisdiction

Both parties agree that court of jurisdiction is Zurich. Swiss law applies, as does the German language.

The dancer declares his/her agreement to the conditions of this contract.

.....  
Place, Date

.....  
Place, Date

.....  
Signature of Dancer

.....  
Malou Fenaroli Leclerc  
Art Director

.....  
Signature  
of legal guardian  
if dancer is under 18 years

.....  
Paul Kleeb  
VP art and coaching <sup>ag</sup>