

Terms and Conditions

Choreographer Agreement THIS AGREEMENT is made between "Skater" and "Choreographer". In consideration of the mutual covenants, promises, terms and conditions herein granted, the parties agree as follows:

1. The Skater engages the Choreographer and the Choreographer agrees to create the choreography for the Skater's project detailed in the Scope of Work document.
2. The Choreographer retains the copyright to the choreography. Skater will use the choreography for any purpose besides resale.
3.
 - (A) The Choreographer will provide the normal services associated with the creation of figure skating programs, including working directly with the skater on- or off-ice via online conferencing or in person, participating in such production meetings as may be necessary and appropriate, consulting with the Coaches, Managers and Skater's Team; consulting with and supervising costume designers; conducting training sessions; advising the skaters in their performances; and promoting and publicizing the Skater through interviews and other appropriate interactions with members of the press. If the Skater will require any other duties or services of the Choreographer, the parties agree to negotiate compensation for same in good faith.
 - (B) The Choreographer shall be entitled to select assistants and consultants, whose compensation will be the expense of the Skater and agreed explicitly and in writing in advance of their mandate.
 - (C) The Choreographer shall be entitled to select the music with the Skater, in consultation with the composer and the music director, whose compensation will be the expense of the Skater.
5. The Choreographer will be entitled to accreditation to international competition to accompany the Skater with full trainer access to competition if he so chooses. Accreditation is to be arranged through the Skater and the team of the Skater. The accreditation will be held in reserve from general sale for the Choreographer's confirmation until one month before international competition. Any accreditation not confirmed by that time cannot be secured for the Choreographer.
6. The Skater will pay the reasonable cost of transportation for the Choreographer from his city of residence to all cities in which the Skater requires the Choreographer to render services.
7. The Skater will pay the reasonable costs of housing accommodations for the Choreographer in all localities in which the Skater requires the Choreographer to render services, except in the Choreographer's city of residence. All housing accommodations will be at least the equivalent of those enjoyed by the Skater.
8. The Skater will employ the Choreographer for a minimum of one full competition program.

9. The Choreographer will receive billing credits in all programs, flyers, publishing, advertising, and promotional materials, including figure skating shows under the Skater's control, in which the Skater's name also appears. Said billing will be on a separate line in which no other credits appear and will be in a size and style of typeface of the surrounding credits. The right of the Choreographer to be identified as Author of this work has been asserted by the Choreographer in accordance with the Copyright, Designs and Patents Act 1988.

10. After the competition season's opening, the Choreographer will be responsible for supervising and maintaining the quality of the choreography. At least once in every 8 week period, the Choreographer will hold a paid check-in session with the Skater at a rate of EUR165 per 50 minute session via online conferencing. When appropriate, the Choreographer will conduct paid "brush up" sessions with the Skater, in order to sustain the quality of the choreography.

11. The Choreographer's work cannot be added to, deleted from, altered, or adapted in such a way that amounts to distortion or mutilation of the work, or which is prejudicial to the honour or reputation of the Choreographer.

12. The Choreographer will have the option to complete all future versions of the Skater's program, under the Skater's management. The Skater will give the Choreographer written notice of his intent to create any additional choreography. The Choreographer will have ten days after receipt of the notice to notify Skater of his intent to exercise this option. In the event the Choreographer fails to notify Skater within ten days of his affirmative intent to create said future choreography, the Choreographer's option (as to that program only) will lapse, and the Producer may engage another Choreographer of his choosing.

13. As part of the Choreographer's normal services in connection with the production of the choreography he may offer suggestions, guidance, advice, bits of business, or other material to the Skater. The Skater will be free to accept or reject any such contributions.

14. This is a personal services contract and may not be assigned by the Choreographer without the Skater's written consent.

15. In the event the Skater terminates the Choreographer for any reason, other than breach of contract, the Skater will pay the Choreographer in full under this contract.

16. No recordings, whether by audio, video, film, or other means, whether now known or hereinafter devised, will be made of the Skater without the Choreographer's consent. Notwithstanding the foregoing, however, the Choreographer hereby consents to the recording and/or performance of excerpts from the choreography not to exceed three hundred seconds for radio and/or television broadcast, for the purpose of publicizing and promoting the Skater, provided the Skater receives no compensation or profits therefrom, except the nominal costs of production.

17. These terms and conditions are governed by the laws of England & Wales.

18. These Terms and Conditions are binding on the parties, their heirs, successors, and assigns.