

Metropolitan Library Services Agency - MELSA
1619 Dayton Avenue, Suite 314
St. Paul, MN 55104-6206
(651) 645-5731

IMPORTANT
This form must be received
at the MELSA Office by
November 15, 2013

MELSA will be unable to
contract with performers
not submitting this form

LETTER OF AGREEMENT
TO BE SIGNED & RETURNED TO MELSA NO LATER THAN November 15, 2013

A. Cost Per Performance

_____ (hereinafter called "Performer") agrees to provide the Metropolitan Library Service Agency (MELSA) with performances during the period of June 1, 2014 and August 31, 2014 at a cost of:

\$ _____ for one performance

\$ _____ for two performances on the same day at nearby locations

\$ _____ per _____ for Open House programs.

This cost per performance includes the cost of travel, materials and **in no circumstances will the final cost per performance exceed the cost indicated above.**

B. Contract with Other MELSA Libraries

Should the performer decide to offer services in the form of performances directly to the MELSA libraries, apart from and excluding any arrangements made with MELSA, the signing of this Letter of Agreement will bind the performer to the following conditions which shall remain in force during the period of June 1, 2014 through August 31, 2014.

The performer hereby agrees that in the event of contracting directly with any MELSA library for a performance during the period indicated above, the total cost per performance will not exceed the costs outlined in Section A of this Letter of Agreement.

For the purposes of this Letter of Agreement, MELSA libraries include the following:

Anoka County Library*
Carver County Library
Dakota County Library*
Hennepin County Library

Ramsey County Public Library
Saint Paul Public Library
Scott County Library
Washington County Library*

*includes associate member libraries

C. Cancellation of Performance(s)

Should an outdoor performance be scheduled at a MELSA member library and should weather prohibit performance at the scheduled time, the performer will renegotiate with that MELSA library for another performance. After contracting with MELSA for a given performance(s) should either the performer or MELSA decide to cancel the performance(s), a four week notice to the library or performer will be require

D. Penalty

MELSA requires and performer agrees that performers and all members of the cast listed in the Contract be at the scheduled location sites a minimum of ten (10) minutes prior to the start of any contracted performance.

Please indicate if the activity will be presented by ____ single performer or ____ group. If the activity is to be presented by a group, please list below the names of all group members.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

The performer agrees in advance and grants MELSA the uncontested right to deduct up to 25% of the schedule fee as liquidated damages for any performance if all members of the cast listed in the Contract are not present 10 minutes prior to the contracted starting time. MELSA will make every effort not to withhold payment unreasonably.

E. Performer's Insurance

The performer is responsible for his/her own liability and workers' compensation insurance coverage. If The performance includes physical contact with participants, use of animals, etc proof of this insurance must be provided with the submission of this contract.

F. Rights to Use

Performer hereby takes responsibility that they have full legal rights to perform all segments of their performance including dialogue, songs, music and costumes they use during a contracted performance. The contracted price(s) in Section A shall, without exception, include compensation for all royalties and costs arising from all patents and copyrights in any way involved with the Letter of Agreement. It shall be the responsibility of the performer to pay for all such royalties and costs if performer employs any materials covered by patent or copyright. Performer shall indemnify and hold harmless MELSA, its officers, employees and its member library systems for all claims, loss, costs, liability and expense (including attorney's fees) arising from any infringement by reason of its use or handling in any manner, whether or not such claims are successful. During the pending of any claim against performer or MELSA with respect to performer's ownership and/or authority, MELSA may withhold payment of any sums otherwise required to be paid hereunder.

G. Booking Arrangements

Individual MELSA library systems will contact performers and arrange for specific booking dates and times and will subsequently notify MELSA regarding these arrangements.

A contract outlining all authorized performances to be paid by MELSA will be forwarded to the performer in April 2014.

H. Site of Performance

Unless specifically provided by addendum hereto, performer shall perform in the location designated by the respective library system which may be either indoors or outdoors, weather permitting.

I. Minimum Number of Performances

This Letter of Agreement does not guarantee the performer a minimum number of performances with MELSA member library systems during the period of June 1, 2014 through August 31, 2014.

J. Payment

MELSA will make payment for all authorized performances included in the MELSA contract with the performer which will be sent out at a later date. MELSA will issue payments according to the following schedule:

- a. MELSA payments made by July 15, 2014 for all performances held in June 2014.
- b. MELSA payment made by August 15, 2014 for all performances held in July 2014.
- c. MELSA payment made by September 15, 2014 for all performances held in August 2014.

K. Promotion and Sales of Materials and Services

Performer(s) shall not promote or offer to sell any products or services to the audience before, during or after the contracted performance.

Signature of individual or group contact person

Date

Address _____

Phone _____

If performer/contact person is a minor, I _____, parent or guardian of _____, a minor, have fully read, understood and accept this Letter of Agreement on her/his behalf.

Address _____

Phone _____

