

EDUCATION & COMMUNITY ENGAGEMENT PROGRAMS DISCOVERY SERIES TERMS & CONDITIONS

1. **BASIC FEE:** The SCHOOL will issue a payment to the SYMPHONY for the cost of the concert tickets as invoiced to the SCHOOL, payable as a check to “Hartford Symphony Orchestra, Inc.,” at the time of signing the AGREEMENT or no later than four (4) weeks prior to the event date.
2. **DURATION:** The duration of the event shall be measured beginning at the start time of the event. If an event start time is delayed due to late audience arrival the SYMPHONY cannot extend the event time and will adjust the intended program for the reduced time.
3. **TRANSPORTATION:** Transportation to and from the performance is not provided by the SYMPHONY. The SCHOOL is responsible for providing their own transportation to the performance.
4. **PUBLICITY:** The SCHOOL agrees to use the name “Hartford Symphony Orchestra” as well as the official name of the ensemble or event in all promotional activities and materials involving the SYMPHONY.
5. **RECORDING/PHOTOGRAPHY:** In accordance with the SYMPHONY’s Master Agreement with the American Federation of Musicians, it is mutually agreed that this event and any associated rehearsals or sound checks are **not to be recorded, filmed, photographed, broadcast, televised or otherwise without prior written (email is acceptable) consent** of the SYMPHONY.

Requests for use as defined above must be made to the SYMPHONY in writing (email is acceptable) no later than six (6) weeks prior to the event date. SYMPHONY has the exclusive authority to permit or deny said request. Upon approval, SYMPHONY will provide SCHOOL with the rules and regulations for recording and photography. Under no circumstances may any recordings (video or audio) or images of the Hartford Symphony Orchestra musicians be sold.

Flash photography is not permitted at any event, rehearsal, or sound check. SYMPHONY reserves the right to shadow the photographer and control or deny picture-taking at any time. The SYMPHONY is entitled to digital or printed copies of all images taken for their own promotional use.

6. **AUDIENCE:** If children are in the audience, they must be accompanied by teachers or parents. All students, regardless of age, need an escort to leave the auditorium to use the restroom or for any other purpose. Ushers will not allow unattended students to exit without an adult chaperone.

Anyone leaving the auditorium during the concert will have to wait for an appropriate break in the program to re-enter. People re-entering may not always be able to go back to their original seats depending on the program and may be asked to take available seats in the back. Groups arriving after the start of the concert will be seated at the discretion of House Management.

A chaperone will be required to sit in the front row with any group seated on an upper level.

No one is allowed to sit on the floor or in the aisles at any time, no hats may be worn inside the building, and no food or beverages are allowed in the hall.

7. **TICKET CHANGES:** In the case that the SCHOOL needs to change ticket numbers, such a request must be received by the SYMPHONY in writing (email is acceptable) **no later than two (2) weeks prior** to the event date. If the SCHOOL needs to decrease ticket numbers less than two (2) weeks prior to the event date, the SCHOOL will not be refunded for the tickets that they are no longer using. If the SCHOOL needs to increase ticket numbers less than two (2) weeks prior to the event date, the SYMPHONY will fill that request if seats are available and send an invoice for the added cost to the SCHOOL, for which you will need to submit payment **no later than the event date**.
8. **CANCELLATION:** In the case that the SCHOOL needs to cancel their participation, such a request must be received by the SYMPHONY in writing (email is acceptable) **no later than two (2) weeks prior** to the event date. If the SCHOOL needs to cancel the event less than two (2) weeks prior to the event date, the SCHOOL will not be refunded and will be held financially responsible for the payment. Events that are contracted less

than two (2) weeks prior to the event date are deemed confirmed at the time of signing the AGREEMENT and therefore, if the SCHOOL needs to cancel the event, the SCHOOL will not be refunded and will be held financially responsible for payment of the Basic Fee.

9. **INDEPENDENT CONTRACTOR:** This AGREEMENT does not create and shall not be construed to create a partnership, joint venture or employer-employee relationship between the SYMPHONY and the SCHOOL. The SCHOOL acknowledges that they are an independent contractor with respect to the SYMPHONY.
10. **FORCE MAJEURE:** If either party is prevented from or is materially delayed or materially interrupted in the performance of its obligations hereunder by reason of act of God, fire, flood, war, public disaster, strikes, or labor difficulties, governmental enactment, regulation or order, or any other cause beyond the control of SCHOOL or SYMPHONY, such party shall not be liable to the other therefore and either party may terminate this AGREEMENT without liability to the other. It is further understood and agreed that there shall be no claim for damages or fees by either party to this AGREEMENT. SCHOOL's financial obligation as to such performance shall be deemed waived, unless SYMPHONY, in its sole discretion, determines to reschedule such performance for a mutually agreeable make-up date for the performance (current or future season) at the same fee.
11. **LIMITATIONS:** This Agreement shall not be assigned or transferred without the prior written consent of SYMPHONY. The Agreement represents the undertakings between parties and neither party shall be bound by any terms or undertakings until executed by SYMPHONY. The Agreement is determined in accordance with the laws of the State of Connecticut.

To the extent permitted by applicable law, nothing in this contract shall ever be construed so as to interfere with any duty owing by any artist employed by the SYMPHONY performing hereunder to the American Federation of Musicians, Local 400, pursuant to its Constitution, By-Laws, Rules, Regulations, and Orders.

12. **INDEMNIFICATION:** SCHOOL shall indemnify, defend and hold harmless SYMPHONY from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by SYMPHONY on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons or any alleged act of SCHOOL, its employees, agents, participants, or representatives.
13. **NOTICES:** All notices required hereunder shall be contained in writing and emailed, mailed, or faxed to Miriam Engel at one of the addresses listed below in her contact information. The notices will be effective on the date of emailing, postmark, or faxing hereof.
14. **CONTACT INFORMATION:**

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