



Alive through great music!

1. **SCHEDULE:** The SITE shall be accessible to SYMPHONY, and in accordance with the Technical and Production Requirements (as specified in Paragraph 4), a minimum of forty-five (45) minutes prior to the start time of the event.
2. **BASIC FEE:** The VENUE will issue the full program fee to the SYMPHONY, payable as a check to “Hartford Symphony Orchestra, Inc.,” at the time of signing the contract or no later than six (6) weeks prior to the event date.
3. **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.
4. **TECHNICAL AND PRODUCTION REQUIREMENTS:** The VENUE will provide a qualified contact to discuss any qualifications or arrangements with the SYMPHONY. No alterations to the Technical and Production Requirements by the VENUE are permitted without specific written (email is acceptable) consent of the SYMPHONY. In the event the VENUE cannot provide elements basic and necessary to complete technical requirements, it will be the sole responsibility of the VENUE to incur any expense associated with meeting such requirements specified as follows:
 - a. Temperature: The VENUE shall ensure that the SITE upon SYMPHONY arrival is between 68-78 degrees Fahrenheit, to protect against damage to the instruments. If the temperature at the SITE does not fall in this range at the time of SYMPHONY arrival, the event must be cancelled in accordance with the SYMPHONY’s Master Agreement with the American Federation of Musicians, and will not be refunded. Rescheduling is at the discretion of the SYMPHONY.
 - b. Electrics: The VENUE shall ensure that there are at least two (2) accessible electrical outlets at the SITE if the event includes a performance by any of the following ensembles: Two-Frog Duo, Mosaic String Trio, Woodwind Quartet, or Classical Jazz Ensemble. The VENUE shall also ensure that there is a handheld microphone available at the SITE for audiences over 75 people.
 - c. Setup: The VENUE is responsible for providing chairs (adult size, without arms) for each musician, as outlined below per program, and which must be set up at the SITE by the time of SYMPHONY arrival, or a minimum of forty-five (45) minutes prior to the start time of the event.

Instrument Petting Zoo: 3

Two-Frog Duo: 2

Mosaic String Trio: 3

Woodwind Quartet: 4

A Piacere String Quartet: 4

Hartford Symphony String Quartet: 4

HSO Jazz Quartet: 4

Wind Quintet: 5

Brass Quintet: 5

If the event is an Instrument Petting Zoo, the VENUE is also responsible for providing four (4) six- (6) foot tables and two (2) trash cans. These tables and trash cans must be set up at the SITE by the time of SYMPHONY arrival, or a minimum of forty-five (45) minutes prior to the start time of the event.

5. **PUBLICITY:** The VENUE 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.

SYMPHONY is permitted to distribute literature at the event.

6. **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. SYMPHONY has the exclusive authority to permit or deny said request. Upon approval, SYMPHONY will provide VENUE 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.

7. **AUDIENCE:** To maximize potential for an engaging experience, it is recommended that the audience size does not exceed 200, although the Classical Jazz Ensemble can accommodate more due to its size and volume.

If children are in the audience, they must be accompanied by teachers, parents, or guardians.

8. **SCHEDULE CHANGES:** In the case that the VENUE needs to change the date and/or time of the event, such a request must be received by the SYMPHONY in writing (email is acceptable) **no later than six (6) weeks prior** to the event date. If the VENUE needs to change the date and/or time change less than six (6) weeks prior to the event date, the VENUE may incur financial penalties. Events that are contracted within six (6) weeks of the event date are deemed confirmed as specified in the AGREEMENT at the time of signing and the VENUE may incur financial penalties if the VENUE needs to change the date and/or time of the event.

If an event needs to be postponed due to circumstances beyond the control of either party, such as inclement weather, the SYMPHONY may reschedule the event for another date and time with no financial penalty to the VENUE, provided that the VENUE gives reasonable written notice (4 hours) to the SYMPHONY about such postponement.

9. **CANCELLATION:** In the case that the VENUE needs to cancel the event, such a request must be received by the SYMPHONY in writing (email is acceptable) **no later than six (6) weeks prior** to the event date. If the VENUE needs to cancel the event less than six (6) weeks prior to the event date, the VENUE will not be refunded and will be held financially responsible for the payment. Events that are contracted less than six (6) weeks prior to the event date are deemed confirmed as specified in the AGREEMENT at the time of signing and therefore, if the VENUE needs to cancel the event, the VENUE will not be refunded and will be held financially responsible for payment of the Basic Fee.

10. **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 VENUE. The VENUE acknowledges that they are an independent contractor with respect to the SYMPHONY.

11. **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 VENUE 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. VENUE'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.

12. **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.

13. **INSURANCE:** VENUE shall at its own expense, obtain and maintain for such lengths of time as is necessary to cover any and all claims arising in connection with this agreement, the following policies written by an insurance company retaining a rating of “A” and for which is acceptable to SYMPHONY:
- a. Commercial General Liability having a combined single limit (bodily injury, property damage and personal injury) of at least \$1,000,000 per occurrence (\$3,000,000 aggregate).
 - b. Property coverages for the full 100% replacement cost value of owned, leased or loaned property to the VENUE, VENUE’S employees, agents and contractors.

Each of the policies required shall include a provision requiring the insurance company to give SYMPHONY prompt notice of at least thirty (30) days of any revision, modification, or cancellation of such policies. No later than six (6) weeks prior to the concert date **the VENUE shall provide SYMPHONY with Certificate of Insurance along with this executed contract and at the SYMPHONY’s request, copies of the insurance policies.**

SYMPHONY, as well as other parties specified in this agreement, their directors, officers, employees and agents shall be included as Additional Insureds in all policies (except Workers Compensation) obtained by the VENUE in compliance with this paragraph and to the extent of the indemnification obligations below.

14. **INDEMNIFICATION:** VENUE 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 VENUE, its employees, agents, participants, or representatives.
15. **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.

16. **CONTACT INFORMATION:**

Stephen H. Collins, Executive Director
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860-760-7311 (office)
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Miriam Engel, Education Coordinator
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