

Pacific West Performing Arts, LLC
PacWest Performing Company
2009-2010 Contract

_____ [“Dancer”] has been invited by Kelly Charlton [“Director”] to participate in the PacWest Performing Company (PWPC). In exchange for the training and the opportunity to compete and perform as provided by PWPC, Dancer and his/her Guardian(s) agree to the following terms and conditions as indicated by their signatures below:

Section I: Financial Commitments

1. Dancer and his/her Guardian(s)’ mandatory financial commitments shall include but are not limited to:

- A. Annual Recreational Registration Fee
 - B. Monthly Recreational Tuition
 - C. Self Rehearsal and Private Lesson Fees
 - D. Competition Entry Fees
 - E. PWPC Costume Fee/Account
 - F. Self-Created Costume Expenses
 - G. Accessory/Makeup Expenses
 - H. Travel Expenses (hotel, food, etc.)
 - I. PWPC Jacket
- A. Annual Recreational Registration Fee. Dancer/Guardian(s) will be required to pay the annual registration fee (\$25 for an individual, \$35 for a family) as a student of Pacific West Performing Arts. Note that the registration fee for 2009-2010 will only be waived if Dancer’s Guardian(s) participate in the year-end conferences, June 2nd – 5th, 2009.
- B. Monthly Recreational Tuition, September through May, and one Summer Session, June/July/August. Dancer is required to participate in Pacific West Performing Arts recreational classes as well as PWPC classes. Dancer’s PWPC classes count toward the monthly tuition total. PWPC members who participate in 7+ classes per week will pay \$300 total for tuition – recreational and PWPC classes, combined. Lesser class totals follow the standard studio tuition scale. Company classes may not meet as frequently after the competition season has ended, but the full tuition amount remains the same. Tuition is due by the 1st of each month, September through May. School year tuition is not collected in June, but note that this may change if the recital date changes. A late fee of \$20 will be added to balances outstanding after the 15th of the month. If problems arise with payments, contact the Director immediately. Dancer must also participate in one Summer Session, taking at least one class per week, to as not to lose strength, endurance, or technique over the summer months.

- C. Self Rehearsal and Private Lesson Fees. If Dancer has been invited to participate in a solo, duo or trio for PWPC, he/she will be scheduled for private lessons throughout June, July, and August of 2009. Lessons are scheduled based on the need of Dancer for his/her proficiency in performing the solo/duo/trio, as interpreted by the Director and the choreographer. If Dancer spends significant time rehearsing at home or doing self-rehearsal at the studio, the frequency of private lessons will decrease, thus decreasing the total cost of the dance.

60 minute private lesson is \$50

45 minute private lesson is \$40

30 minute private lesson is \$30

30 minute Self Rehearsal Studio Fee is \$10

60 minute Self Rehearsal Studio Fee is \$15

Private lesson payment or rental fee is to be submitted prior to or at the time of the lesson. Choreographers may elect to schedule private lessons on a non-office day. It would then be advised to submit a check to the tuition box, or prepay. Cancellations must be made 24 hours in advance to avoid being charged for the private lesson. If the cancelled private lesson was to occur on a Sunday, cancellation must be made during Saturday business hours.

- D. Competition Entry Fees. Entry fees are required by the specific competition company so dancers may participate. Each competition has its own entry fee payment scale based on their reputation, the reputation of the judges, the kind of trophies they use, the venue they rent, etc. Pacific West Performing Arts and PWPC do not have anything to do with the amount asked by the competition company. Entry fees are typically approximately \$25 per dancer per group, \$35 per dancer for duos/trios, and \$75 for solos. Again, this will vary depending on the competition. Entry fees are to be paid to Pacific West Performing Arts approximately six weeks prior to the competition. Pacific West Performing Arts then submits registration forms and the lump sum payment to the competition. Our registration must occur exactly one month prior to the competition. Entry fee invoices will be distributed approximately two months prior to the competition. It will show the cost of solos, duos/trios, and groups for the upcoming competition. Please fill out the form completely, with Dancer's dance name and genre, and submit it and the entry fees by the due date. To correctly fill out your form you will need to be clear on your dancer's song title, dance genre, and age group.

- E. PWPC Costume Fee/Account. PWPC costumes are not purchased in bulk from costume companies (as the recreational costumes are). The Director spends significant time searching for unique items that are very inexpensive and suit the needs of the dancers. There is no mark up. This is done as a favor to PWPC families specifically to ease the financial burden that accumulates from classes, travel, entry fees, etc. Dancer will submit \$100 by September 1st, 2009 thereby creating a 'costume account'. The Director will withdraw from the dancer's

costume account as items are found. Any funds that remain in Dancer's account as of June 1, 2010 may be applied to Summer Sessions, Fall Classes, or may be rolled over into the 2010-2011 Costume Account. If Dancer is a graduating senior the leftover funds will be reimbursed.

- F. Self-Created Costume Expenses. There are some dances that look better when dancers are wearing various styles but similar colors. The Director will offer specifics and examples of what the concept is, but Dancer/Guardian(s) will be responsible for putting together Dancer's outfit, and any expenses associated with it. Please keep in mind that outfits must be functional –Dancer must be able to move appropriately without the audience being distracted by the costume or what it reveals.

 - G. Accessory/Makeup Expenses. Dancer is expected to wear full stage makeup when performing. This includes base, powder, bronzer, blush, metallic silver/blue eye shadow, black eye shadow, black eye liner, false eyelashes, black mascara, lipstick, and lip liner. Dancer/Guardian(s) is responsible for purchasing makeup. Dancer must use hair rubber bands that are 'no-slip' and match the hair. The Director may purchase small hair accessories such as jeweled clips or rubber bands using funds from the costume account. Dancer will need to purchase his/her own nude Foot Undeez or Foot Thongs, as well as the tights, boy shorts, or leotards that are specified for a particular costume. Dancer will need to purchase their own supportive undergarments.

 - H. Travel Expenses. All competitions will be held in the Seattle-Tacoma area. Dancer/Guardian(s) are responsible for transportation to and from the events. Dancer/Guardian(s) will be responsible for securing hotel accommodations, though it is not required. Competitions typically begin at around 7:00am and end at 10:00pm, so many competitors elect to spend the night close to the venue. However, if Dancer and Guardian(s) prepare the night before and leave early enough, a hotel is not necessary. Be sure to reserve accommodations many months in advance. Competitors from other studios are doing the same, and reservations may become difficult as the competition date draws near.

 - I. PWPC Jacket. Competitions require that competitors wear a jacket that shows the studio they are affiliated with. PWPC jackets are personalized with the dancer's name and are different each year. The 2009-2010 PWPC Jacket will be \$70. If you wish you may also purchase matching sweatpants for \$45, though they are not required.
2. Once the commitment is made by Dancer and his/her Guardian(s) to participate in the upcoming season, Dancer must remain in the PWPC until the Spring Showcase. Competition, costume, and accessory fees must be paid in full regardless of injury, illness, or vacations. There are no refunds or credits for these fees.

3. Dancer and his/her Guardian(s) expressly understand that in the event any of the above fees are not paid when due, Dancer may be removed from the PWPC at the sole discretion of the Director.

Section II: Time Commitments

1. Dancer and his/her Guardian(s)' time commitments shall include but are not limited to:

- A. PWPC Rehearsals
 - B. Non-Studio and/or In-Studio Self Rehearsal
 - C. Recreational Classes
 - D. The Purchasing of Self-Created Costumes
 - E. Two Mandatory Competitions
 - F. Various Community Performances
 - G. Parent/Teacher Conferences
 - H. Summer Session(s)
 - I. Stretching Outside of Class
- A. PWPC Rehearsals. Dancer is required to attend all PWPC Rehearsals. Two exceptions are permitted; this does not include the rehearsal immediately prior to a competition, which is always mandatory. As of September 2009 the PWPC Rehearsals are classes built into the weekday schedule.
- B. Non-Studio and/or In-Studio Self Rehearsal. Dancer is required to rehearse outside the studio so that rehearsal time is not primarily used for relearning. (Reviewing movement via 'marking' and listening to the music is incredibly valuable. Students don't always need to dance full out when rehearsing. Therefore all dancers have the ability to rehearse at home.) Dancer may ask to rent an empty studio when it is available. This will be offered for a discounted rate. Non Company studio rental is \$25 per hour. PWPC members may rent a studio for \$15 per hour and \$10 for 30 minutes.
- C. Recreational Classes. Dancer is required to attend recreational classes. If participating in a Lyrical group, dancer is required to take Lyrical or Jazz recreational class, PWPC Lyrical, PWPC Conditioning, and Ballet. If participating in a Lyrical solo/duo/trio, dancer is required to take Lyrical or Jazz recreational class, Ballet, and PWPC Conditioning. If participating in a Hip Hop group, dancer is required to take recreational Hip Hop class and PWPC Hip Hop. If participating in a hip hop solo/duo/trio, dancer is required to take Hip Hop recreational class. If participating in a Tap group, dancer is required to take recreational Tap class and PWPC Tap. If participating in a Tap solo/duo/trio, dancer is required to take recreational Tap class. If participating in a Modern or Jazz solo/duo/trio, dancer is required to take recreational Jazz or Lyrical class, Ballet, and PWPC Conditioning. PWPC Conditioning will work on stamina, strength, and turns/leaps. Though it is not

required for Tap and Hip Hop dancers, it is certainly encouraged. It is preferable that recreational classes be taken at Pacific West Performing Arts, but allowances can be made for unavoidable schedule conflicts. Missing more than two of the same class recreational class within a month alerts the Director that a meeting may need to take place with Dancer's Guardian(s) to address the absenteeism. Please contact the front desk when an absence is unavoidable. The message will be given to the instructor.

- D. **The Purchasing of Self-Created Costumes.** Purchasing self-created costumes requires taking the time to shop, and finding the outfit that suits the needs of both Dancer and Director. Hold on to receipts until the costume has been approved by the Director. If you'd like help in putting together a self-created costume notify the Director.
- E. **Two Mandatory Competitions.** The PWPC, including all solos, duos, trios, and groups, will attend two mandatory competitions. For the 2009-2010 season we will attend Starpower (approximately early February) and either Kids Artistic Revue (approximately late March), Celebrity Dance Competition (approximately mid-March), or Spotlight (approximately mid-March for Seattle-1 or early May for Seattle-2). Soloists and Duos/Trios may attend a number of other competitions if they do not conflict with the group competitions or rehearsals. If Dancer is unable to attend a competition or the rehearsal held immediately prior to the competition the Director holds the right to remove Dancer from group choreography for the remainder of the season. Dancer is required to arrive at competitions two hours before the scheduled performance time, and is required to stay until their group awards ceremony.
- F. **Various Community Performances.** The PWPC will perform selected dances at the Dance for Hope charity show (held in October or November), Pacific West Performing Arts Winter Showcase (held in December), and The Evergreen State Fair (Labor Day Weekend). Other performances may be added as they arise, such as Snohomish Community Day at Snohomish Station, Lake Stevens Aquafest Parade, Lake Stevens Aquafest Pageant, Snohomish Kila Ha Ya Days Parade, Celebrate Lake Stevens, etc. (If you know of a community event please offer the PWPC as guest performers, and contact the Director with specifics.) Notify the Director as soon as it is known that Dancer is unable to perform in a non-competition performance due to conflict. Not performing in a non-competition performance due to a legitimate conflict does not affect Dancer's standing in the PWPC.
- G. **Parent/Teacher Conferences.** It is strongly encouraged for Dancer's Guardian(s) to attend conferences so PWPC involvement and recreational class placement for the upcoming season may be discussed. These discussions are taken seriously and require planning by staff members. Casual discussions before or after classes or even via email are not the correct venue

for placement discussions. All information regarding PWPC, including PWPC member selection, choreographer selection, competition selection, and costume selection, comes only from the Director. Conferences may be used to inquire about PWPC matters for the upcoming season.

- H. Summer Sessions. PWPC members must remain in shape over the summer months so September may be used to begin choreography, not reviving lost technique. Dancer will participate in at least one Summer Session, taking at least one class per week. Any class that promotes strength and endurance will be acceptable.
- I. Stretching at Home. A dancer's flexibility is fundamentally what separates him/her from other athletes. It is a primary element in the scoring of a routine at competitions. If a dancer only stretches when at the studio, flexibility will not improve. Therefore, Dancer will hold splits for one minute on each leg, and will hold chest to the ground in center splits, for a total of three minutes of stretching per night. Dancer is encouraged to do more, but this is all that is required. With the amount of time and money spent on PWPC members, Dancer's Guardian(s) should certainly want to assist in fulfilling this request.

Section III: General Rules

1. Dancer and Dancer's Guardian(s) must abide by the following rules:
 - A. Dancer must be registered for the required recreational classes as previously stated. All other recreational classes are optional.
 - B. Dancer will come to recreational class and PWPC rehearsal on time, rested, and ready to work. If Dancer is injured or ill and cannot attend class he/she must contact the front desk or the Director. If dancer is injured or ill and cannot attend PWPC rehearsal he/she must contact the Director immediately. It is preferred that notification be done via text message so the Director may get the message without class or rehearsal being disrupted. Since choreography is learned in September, October, and November, it is vital that Dancer attend PWPC rehearsals unless very ill. It is suggested that Dancer attempt to at least observe rehearsal.
 - C. Dancer must abide by and strictly uphold Pacific West Performing Arts dress code so as to be a positive example to other PWPC members and Pacific West Performing Arts recreational students.
 - D. Dancer and his/her Guardian(s) must exhibit exemplary behavior toward others when at Pacific West Performing Arts and when representing Pacific West Performing Arts or PWPC at outside performances. This includes showing respect toward Pacific West Performing Arts parents/guardians, dancers, guests, fellow members of PWPC, Pacific West Performing Arts

staff, and the dancers and parents of other studios. Behavior considered to be inappropriate should be brought to the attention of the Director for immediate action. The Director reserves the right to suspend or terminate Dancer's current and/or future PWPC involvement, or Pacific West Performing Arts recreational program involvement.

- E. Any involvement in illegal activity by Dancer may result in immediate removal from PWPC and the Pacific West Performing Arts recreational program at the discretion of the Director.
- F. Dancer must maintain a positive attitude and perform at the top level of his/her ability at all rehearsals, performances, and competitions. This was the initial reason Dancer was invited to be a PWPC member, so maintaining this standard maintains the artistic integrity of PWPC.
- G. To participate in the 2009-2010 season, Dancer or his/her Guardian(s) must inform the Director of the specific groups and solo/duo/trios that are of interest. Participation in the previous season does not necessarily guarantee an invitation to the PWPC the following year. All invitations are made solely by the Director.

Section IV: Release, Consent, and Transfer of Rights

Dancer and Dancer's Guardian(s) understand that PWPC dancers may be photographed or videotaped from time to time in rehearsals, performances, or competitions. As further consideration to PWPC and Pacific West Performing Arts for providing training and the opportunity to compete, Dancer and his/her parents hereby expressly consent, release and transfer to PacWest, in advance, any and all rights to said photographs and/or videotaping of Dancer in such rehearsals, performances, and/or competitions. Consistent with the above mentioned consent, Dancer and his/her Guardian(s) understand that PWPC and Pacific West Performing Arts may use such photographs or videotaping for promotional purposes of PWPC or Pacific West Performing Arts. Dancer and Dancer's Guardian(s) understand that such assignment shall survive the termination of the agreement.

I understand that this training is difficult and makes great demands on myself/my child/my family.

I understand the financial commitments outlined in Section I.

I understand the time commitments as outlined in Section II.

I understand the general rules as outlined in Section III.

I understand the Release, Consent, and Transfer of Rights as outlined in section IV.

I understand that no amount of supervision, training, or safety precautions can completely protect me/my child from injury.

Dancer's Signature _____

Date: _____

Guardian's Signature _____

Date: _____

In exchange for the commitment herein contained, the Director agrees to provide Dancer the opportunity to train, perform, and compete as a member of the PWPC.

Director's Signature _____

Date: _____