

SIMPSON COLLEGE



This Letter of Agreement shall be between Simpson College (hereinafter "Simpson") and [REDACTED] (hereinafter "Designer") to engage Designer as Set Designer for the following production: Music at Simpson's fall Opera production DIE FLEDERMAUSE to be performed in the following venue: POTE THEATRE on the following dates: OCTOBER 28, 29, 30, 2020

In accepting this position, Designer agrees to undertake the following:

Design Meeting(s)

Designer will initiate and participate in design conversations with the Music at Simpson in a timely fashion according to the following schedule:

- a) Design Meeting the week of August 21-AUGUST 27, 2020 or earlier

2. Designs

Designer will provide sketches, renderings, elevations and drawings necessary to execute the design of the scenery in the Simpson BPAC scenic studio using available Theatre Simpson work-study and Music at Simpson Company volunteer labor. The labor force will be supervised by Theatre Simpson's Faculty Technical Director and Theatre Simpson's Scene Shop Supervisor and by additional Music At Simpson personnel.

Designer will negotiate with the Theatre Simpson Faculty Designer/Technical Director as to suitability of the design given the available resources of space, time and personnel and expertise availability.

Designer will submit artwork and necessary drawings to the Music at Simpson Chair, Director or designee, and to the Theatre Simpson Technical Director or Assistant Technical Director on a timely basis according to the following schedule:

- a) Final designs due Sept 9, 2020

3. Residency

Designer is responsible for being available to answer queries concerning the designs and will be present according to the following schedule:

- A. Saturday work calls with Music at Simpson Labor will occur on Saturdays from 9:00am-5:00pm as follows:
 - Oct 8, 2020 (1st Opera Work call 9-5)
 - Oct 15, 2020 (2nd Opera Work call 9-5)
- B. Other evening or weekend sessions as necessary and arranged

Designer will assume responsibility for overseeing the construction, scene painting, and rigging and shifting and will coordinate the set dressing and scenic properties with the Music at Simpson student props master and crew for the production(s).

The Designer will need to arrange to be in close daily contact with the Theatre Simpson Technical Direction personnel during the following phases of construction during weekday afternoons:

- a. Mon Sept. 26 – Fri., Oct 7, 2020 – Limited construction
- b. Mon. Oct 10 – Tues. Oct. 18, 2020 – Concentrated construction
- c. Mon., Oct 24 – Thurs. Oct 27, 2020 – Tech Week repairs & to-do / punch list items

Designer will attend all technical and dress rehearsals and will coordinate scene shifting, and other matters pertaining to the appearance and suitability of the scenery as follows:

- a. Sunday, Oct 23, 2020: Piano Tech (12noon-12am)
- b. Monday, Oct 24, 2020: Piano Tech (6pm – 12am)
- c. Tuesday, Oct 25, 2020: Orchestra Sitzprobe (6pm – 12am)
- d. Wednesday, Oct. 26, 2020: Orchestra /Dress Rehearsal (6pm-12am)
- e. Thursday, Oct 27, 2020: Orchestra/Dress Rehearsal (6pm-12am)

Designer will be responsible for seeing that all materials rented, and/or borrowed by the Designer are returned to the appropriate owners immediately following the production. Strike for the production at which time Designer should retake possession of such materials is as follows:

- a. Sunday, Oct 30, 2020 at approximately 6:00pm

Normally the Designer will be required to attend strike. In the event that the designer cannot attend due to a conflict of schedule, the designer will coordinate the dispensation of all materials rented, and/or borrowed by him with the Music at Simpson student and staff strike attendees.

4. Fee for Services

For these services a fee of \$_____ will be paid as follows:

If the Designer is NOT already an employee of Simpson College, the entire fee will be due upon opening October 10. As a self-employed individual, FICA, federal and state taxes will not be withheld from the fee and are the responsibility of the designers

If the Designer is already an employee of Simpson College, the fee will be distributed equally among the pay periods remaining in the semester in which the project is to be done and after the contract is executed. The fee will be reported as “supplemental pay” and as such Simpson will withhold and report all FICA, federal and state taxes that pertain to the fee.

Prior to Music at Simpson’s acceptance of final designs, requests made for revisions to scenic designs will be executed by Designer without additional compensation. Nor will Designer be compensated for additional design work necessitated by faulty drawings or failure to adequately meet the producer’s expressed scenic needs related to the production

5. Additional Information

All scenery constructed for the productions with materials purchased with funds provided by Music at Simpson will be the property of Simpson College, and Music at Simpson. Designer will retain no rights with respect to the future use, adaptation, sale or disposal of the scenery.

All design material generated by Designer of unreimbursed supplies including renderings, models, original drawings, will remain the property of Designer and may be used and disposed of by Designer.

6. Stipulations

If Designer is NOT already an employee of Simpson, Designer agrees to hold harmless and indemnify Simpson against all taxes, fines, penalties, damages, liabilities, injuries and claims sustained by Designer based in whole or in part by Designer's participation in Production. This will include, but not be limited to, all claims brought forth by Designer's employee(s), collaborator(s) or other.

Simpson may cancel this Agreement due to the suspension of its operations due to war, strike, epidemic, public mourning, acts of God or any other such circumstances beyond its control or without its fault which, in Simpson's opinion, make the carrying out of this Agreement impossible or unfeasible.

Neither party may bind the other to a third party without the expressed written approval of the party to be bound.

Neither party may cede, transfer or assign this Agreement without the expressed written approval of the other party.

This agreement will be construed and enforced in accordance with the laws of the State of Iowa

The invalidity of part of this Agreement will not affect the other parts thereof, and it will be considered as if the invalid part were omitted.

This agreement does not create a joint venture or partnership between the parties and grants only those rights specifically mentioned herein.

This agreement supersedes all previous agreements, written or verbal, between the parties pertaining to the Production.

This constitutes the entire Agreement and it shall not be amended except in writing and signed by both parties

If this is agreeable to you, please sign and return one copy of the contract.

Name (print)

Date

Signature

Telephone Number

Attach W-9 if outside vendor

NAME, Sr. VP & Academic Dean