# **CIRQUE AFLAME**

*Ignite Your Imagination!* 

# Caribbean Dance Performance Agreement

Official Contract for Live Performance Services

This Agreement (the "Agreement") is entered into as of March 29, 2025 (effective date), between ("Client") and , represented by ("Producer"), with regard to the facts set forth herein. The performance will be carried out by team member Robert Bershadsky (the "Performer").

	<b>■ PRODUCER</b>
Name:	Name: ,
Phone:	Phone:
Email:	Email:
Title:	
• Location:	<b>Date:</b> April 12, 2025

#### **1. FEES PAYABLE TO THE PERFORMER**

- Total fee for the performance is \$250.00 USD.
- A non-refundable deposit of \${contract.fees.deposit\_amount:.2f} USD is required within 48 hours of signing.
- Remaining balance of \${contract.fees.balance:.2f} USD is due immediately upon completion of the performance.
- Payment may also be made in advance.
- 'Completion' is defined as the end of the 4-minute themed stilt walker or the moment the Performer ceases performing due to unforeseen circumstances.
   Full payment remains due unless otherwise agreed in writing.
- Accepted Payment Methods: Business check, cash, Venmo, or Zelle.

# ★ 2. SERVICES

- Performance Details: One themed stilt walker (Robert Bershadsky) for a 4-minute staged appearance.
- Time: April 12, 2025 TBD, to be confirmed by mutual agreement. Verbal
  or written confirmation (including email or text) is sufficient and does not
  require a new contract.
- Costume: Caribbean-themed stilt costume.
- **Music:** Provided by the Client.

### **3. CANCELLATION AND REFUND**

- All payments are non-refundable.
- If Client cancels, Cirque Aflame will offer a backup date at no extra charge, subject to availability.
- If the backup date is not suitable, deposit may be applied to a future event within 12 months.
- If the Producer cancels, a full refund will be provided or payment may be applied toward rescheduling.

#### **(1)** 4. LATE ARRIVAL & CHANGE OF SCHEDULE

- Performance fees are based on the agreed time and material costs.
- If the Client is late, Performer will accommodate if it doesn't interfere with other obligations.
- The full fee remains due even if performance is shortened at Client's request.
- If Performer arrives late, time will be made up if mutually agreed.
- Performer will wait 15 minutes past scheduled start time before considering it canceled per the cancellation policy.

#### **6** 5. OBLIGATIONS

#### **Producer:**

- Will ensure timely preparation and optimal performance delivery.
- Will maintain confidentiality of Client information.
- Will arrive with all necessary performance equipment and costumes.
- May substitute another Cirque Aflame performer with Client's consent, if needed.
- Will maintain professional conduct throughout the engagement.
- Will collaborate with venue staff to ensure smooth integration.

#### **Client:**

- Will ensure a safe and hazard-free area for performance.
- Will adhere to all terms and event setup responsibilities.
- Will provide accurate information regarding venue, audience, and technical requirements.
- Will ensure adequate space for performance and setup.
- Will ensure that the venue permits the type of performance contracted.
- Will inform Performer of any special circumstances that may affect the performance.

#### **Venue Requirements:**

- Performance area must have sufficient ceiling height for stilt walking (minimum 10 feet).
- Floor surface must be smooth, level, and free of debris, cracks, or uneven surfaces.
- A secure changing area must be provided for the Performer.
- Adequate lighting for safe performance.

• If outdoors, a covered area must be available in case of inclement weather.

# 6. HEALTH AND SAFETY

- Both parties agree to uphold safety as a priority.
- The Producer may modify or cancel the performance if conditions are unsafe.
- Full payment remains due if the Client is responsible for unsafe conditions.

#### **Specific Safety Requirements:**

- Performance area must be free of obstacles and hazards.
- If outdoors, performance will be modified or canceled in case of rain, strong winds, or extreme temperatures.
- Performer reserves the right to refuse any activities deemed unsafe.
- Audience must maintain a safe distance from performer on stilts.
- Performer must have access to water and rest breaks as needed.

CLIENT SIGNATURE	PRODUCER SIGNATURE
Name:	Name:
Date:	Date:

© 2025 | This document is legally binding once signed by both parties.

