

**CIRCUS OF THE KIDS**  
**GRANT CONTRACT AGREEMENT**  
**December 19, 2011**  
page 1

This serves both as a contract agreement between **ORGANIZATION**, (referred collectively to include, officers, board members, agents, and assigns herein referred to as YOU and YOUR) and **CIRCUS OF THE KIDS, INC.**, a Florida Corporation, dba **CIRCUS OF THE KIDS** (hereinafter referred to as CIRCUS) and their associates, and as a delineation of services for the following grant. It supersedes all previous oral and written agreements. Any material variations, additions or changes can only be agreed upon in writing.

**I. GRANT VALUE: \$36,500**

Based upon application and selection, YOU have been awarded this grant for the purpose of executing CIRCUS OF THE KIDS. The grant is essentially a waiver of the fees charged by CIRCUS for the services performed pursuant to this document under the grant.

**A. \$3,000 – administrative fee**

**B. \$22,500 – program fee**

**1. Equipment and personnel**

a) Personnel (instructors and support staff)

b) Props, costumes, make-up and music for the show

c) Ground and aerial circus apparatus and all necessary rigging for rehearsals and performances

d) Electronic Equipment (i.e. video and sound equipment)

**2. Rehearsal / Performance**

a) A maximum of 75 circus students - ages 6 and older - may participate as "stars" of the performances.

b) Mandatory practice, for each show participant, is between one and three hours per day, though extra rehearsals may be scheduled closer to the performance day.

c) All practice sessions are scheduled between 8 a.m. & 10:30 p.m. outside of school hours.

**C. \$4,000 – scholarship funds for students at your discretion.**

The terms of this grant dictate that no one should be excluded from participation because of financial hardship. However, each circus family must contribute a minimum of \$75 for each of their own children for participation.

**D. \$2,000 – PE classes for the student body**

Circus related physical education classes are taught during 2 days. A teacher registered with YOUR school board must be present in all classes. All PE participants' legal guardians must sign a release form.

**E. \$5,000 – Entertainment for fundraising for the school.**

YOU may sell tickets and keep the proceeds to 3 private school day performances. Two of these are approximately 60 minutes and are intended for YOU to invite students from other schools. A shorter performance (20-25 minutes in length) is for YOUR student body.

## II. CIRCUS SCHEDULE 2012

CIRCUS may modify this schedule by a few days in either direction up to 2 weeks prior to arrival date. However, we guarantee the show dates.

- A. Arrival Date:
- B. Physical Education Dates:
- C. Placement Audition Date:

Everyone who completes the audition gets a performing roll in the circus. CIRCUS assigns all positions. All decisions are final.

- D. Rehearsal Dates:
- E. Performance Dates:
- F. Departure Date:

## II. ITEMS YOU AGREE TO PROVIDE AT NO CHARGE

To obtain maximum return to YOU, it is necessary to promote CIRCUS as an event separate and apart from any other happening at ORGANIZATION.

- A. **SPACE FOR CIRCUS** (Exclusive use of these areas and in proximity to each other. Please have these rooms emptied and cleaned before our arrival.)

### 1. MAIN REHEARSAL AREA:

YOUR gymnasium or a flat, level, indoor area with a smooth, hard floor (i.e. concrete, wood, etc.; not carpet) and exposed ceiling beams.

Minimum floor dimensions: 40' by 80' and a clearance space of 17'. For safety reasons, please do not add any additional wax to the circus practice and performance floors until after our departure.

- a) We attach 20 boating cleats to the wall. However, if tie-off points are available, cleats are not used.
- b) Please provide scaffolding on wheels to reach the ceiling upon our arrival and throughout our entire stay.

### 2. SUPPORT ROOMS

- a) **Circus Staff Room:** Approximate size 150 square feet. Includes air-conditioning & heating, a banquet table, 12 chairs, electrical outlets for electronic equipment and a trash can.
- b) **Changing Rooms** (2, male/female) in which children and staff change clothes (e.g. locker rooms).
- c) **Equipment storage** room approx. 200 sq. feet
- d) Please provide us with 4 keys to each lock upon our arrival.

- B. **SCHEDULING SUPPORT without conflicting activities:**

- 1. In the circus practice area (i.e. volleyball game in the gym)
- 2. With the students (i.e. field trip) during their scheduled practice times

- C. **ROOM, BOARD & TRANSPORTATION**

1. **ROOM:** A place to sleep each member of the 12 person circus personnel, either in recreational vehicles on the school grounds, as guests in students' homes or in hotel/motel rooms (maximum: 1 person per bed, 4 people per toilet and shower). If possible, provide rooms in proximity to one another. Without a fire or act of God (i.e. hurricane, earthquake, etc.), if the circus

staff has to change rooms or move to different housing arrangements, there is a surcharge of \$75 per person per move.

**2. BOARD:** Three balanced, prepared and ready-to-eat meals per day (not groceries). YOU absorb our gratuities. If meals are not provided, the surcharge per meal is \$150 breakfast, \$250 lunch and \$350 supper.

**3. TRANSPORTATION:** If room, board, rehearsal area or performance area are more than either 5 miles or 10 driving minutes from each other and circus vehicles provide transportation, the surcharge is \$50 per day.

**4. RECREATIONAL VEHICLE HOOKUP**

a) A 220 volt, 50 amp (NEMA 14-50R) receptacle and a fresh water spigot for a standard garden hose delivering potable water, available within 150' of a 38' RV. In addition, WE need 24-hour access to the breakers. Please note, up to 2 people may live in the RV. If power requirements are not met, the surcharge is \$10 per hour

b) Internet connection: Direct connection to the Internet carried via Ethernet into our switch in the RV. Must have the ability to do ftp and pickup email on any ISP. We operate approximately 25 IP devices. Please provide a copy of your Internet policy. Surcharge for not providing Internet access: \$500.

**D. STAFF AND/OR PARENTAL ASSISTANCE**

a) Unloading the truck upon our arrival: 12 students.

b) Selling and collecting tickets at the show: 3 adults.

c) Keeping order back stage: 3 adults (at least 1 of which must be a member of your faculty).

**E. MISCELLANEOUS REQUIREMENTS**

**1. During our stay**

a) To join CIRCUS students must register at [circusofthekids.com](http://circusofthekids.com).

b) Photocopy machine (approx. 2500 copies)

c) A projection screen for orientation

d) A drinking water fountain close to the circus practice area

e) A banquet table

**2. During the performances**

a) Space and seating for the audience

b) Costume changing rooms

c) Makeup room

d) A room to hold the cast during the performances

e) Three more banquet tables

f) A DVD player and a large TV to use back stage

**IV. INSURANCE AND HOLD HARMLESS**

A. In consideration of CIRCUS and their associates providing to YOU activities and facilities as specified in this contract, participation in which may involve physical exertion and risk taking, YOU hereby release, discharge, indemnify and agree to hold CIRCUS, its officers directors, employees, agents, and contractors, harmless of and from any and all liabilities including liability for bodily

injury or property damage to YOU or YOUR employees as well as any claims, demands, losses, costs, expenses, legal fees and damages arising out of or in any conjunction with such activities. YOU also agree that YOU will be responsible for YOUR own independent actions, and will indemnify CIRCUS for any claims or costs based on the independent acts or omissions of YOU and YOUR employees, agents, authorized participants or of YOUR independent contractors.

B. All CIRCUS participants must carry Major Medical insurance.

C. CIRCUS agrees to provide and maintain at all times during the term of this agreement, without cost or expense to YOU (except for a \$15 per participant enrollment fee as specified below), policies of insurance generally known as public liability policies insuring CIRCUS against claims, demands, and causes of action whatsoever for injuries received and damage to property incurred in connection with the use, occupation, and management or control of the premises where circus activities are conducted by CIRCUS. Such policies of insurance shall insure CIRCUS in an amount not less than \$1,000,000.00 to cover claims connected with an accident or occurrence that may arise or be claimed to have arisen against CIRCUS. Said insurance policies shall provide that YOU shall be entitled to ten days notice of any changes or cancellation in said policies.

D. CIRCUS will add YOU, or an organization YOU specify in writing, as an additional insured under this liability insurance policy for a \$150 fee.

E. You will receive a certificate of insurance, indicating that CIRCUS has coverage in accordance with the requirements of this agreement, upon receipt of this signed contract.

F. CIRCUS shall notify YOU immediately in writing of any potentially hazardous condition existing on or about the premises utilized in conducting said programs.

## **V. FINANCIAL AGREEMENT**

A. Return of this signed contract with your non-refundable committal deposit of \$500.00 within 30 days binds this contract and reserves the dates. This deposit & your initial deposit will be returned upon completion of this agreement.

B. YOU keep 100% of the proceeds generated from YOUR concessions and the ticket sales to the 3 private performances

### **C. SALES EXCLUSIVELY BY CIRCUS**

CIRCUS keeps 100% of the proceeds generated from OUR concession sales and the tickets sales to the dress rehearsal and public performances

1. Items with the CIRCUS logo on them

2. **DVD** of YOUR CIRCUS performance

a) Videotaping by anyone else during the performances, without a press pass or written permission from CIRCUS, is prohibited.

b) YOU receive one complimentary copy of the DVD

3. **Juggling equipment** and other circus souvenirs

4. **Costume enhancements**

5. **Refreshments** - including but not limited to cotton candy, popcorn, snow cones and soft drinks during rehearsals and performances. In addition,

cotton candy will be sold at rehearsals. Soft drink brands will be approved by the Principal.

**6. Video passes**

**7. Photographs**

**8. Registration**

a) When students register on-line before March 22, they are each charged a committal fee of \$250.00. On or after March 22 the fee is \$275. This fee includes over 25 hours of circus participation, costume rental, insurance registration and professional circus coaching.

b) Participation is allowed only after fees are paid in full.

c) YOU guarantee a minimum of 40 student participants

**D. Itemized expenses** -- items YOU agreed to but do not provided (i.e., surcharges) are billed to YOU within the 60 days following the departure date.

**E.** Net term is 30 days from each invoice date. A finance charge of 2% per month is applied to any unpaid balance

**VI. CANCELLATION AND BREACH**

A. When YOU accept this grant, people arrange schedules to visit YOU and expenses are incurred (such as non-refundable airfares, advertising, etc.)

Therefore, if YOU cancel this agreement or change the dates:

1. Within 90 days of our arrival, you are liable for \$10,000.00;
2. Within 60 days of our arrival, you are liable for \$20,000.00;
3. Within 30 days of our arrival, you are liable for \$30,000.00.

B. Anything in this agreement not produced or delivered by YOU, or by the time specified if time is appropriate, constitutes breach of contract.

C. In the event of a breach by YOU:

1. CIRCUS is released from further performance of this grant.
2. In the event of any dispute arising out of this agreement, the prevailing party shall be entitled to their reasonable attorneys' fees and court costs.

**II. NOTICE SENT TO:**

Mr. Bruce J. Pfeffer  
President

CIRCUS OF THE KIDS, Inc.  
9042 Shoal Creek Dr.  
Tallahassee, FL 32312-4076  
(866) CIRCUS-5 (toll free)  
(815) 301-1861 (fax)

Title First Last  
Position  
ORGANIZATION  
Address  
City, State Zip  
Phone

The preceding pages of this grant dated: December 19, 2011, consisting of seven (6) pages, including this page, numbered 1 through 6, is satisfactory and constitutes an agreement between these parties.

It is agreed that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect

By: \_\_\_\_\_  
Bruce J. Pfeffer

By: \_\_\_\_\_  
Name

PRESIDENT  
CIRCUS OF THE KIDS, INC.  
A FLORIDA CORPORATION

CHAIRMAN OF THE BOARD  
DISTRICT SCHOOL BOARD  
\_\_\_\_\_ COUNTY SCHOOLS

Please fax a signed copy of this grant agreement to 815-301-1861 and mail the original with your deposit check payable to:

CIRCUS OF THE KIDS  
9042 SHOAL CREEK DR  
TALLAHASSEE, FL 32312

Thank you.