

1982



FOB JAMES  
GOVERNOR

# Alabama School of Fine Arts

820 North 18th Street, Telephone 252-9240 Birmingham, Alabama 35203



JAMES R. NELSON  
EXECUTIVE DIRECTOR

Under this cover is the agreement as drawn between the ASFA and the State of Alabama Ballet. This agreement fairly parallels the agreement already signed between the UAB and the State of Alabama Ballet. I strongly recommend you consider this agreement favorably and adopt this document so that our relationship to SAB can grow and continue to serve the ASFA in this most positive way. Our informal relationship with the SAB has already provided the ASFA with a much broader and more effective exposure throughout the State of Alabama. It has also reduced the operational cost of the Dance Department by approximately \$50,000. At this time, the SAB is planning a state tour for next year and with six confirmed performance sites and at least four of our graduating students being offered living wage contracts we can already see the positive effects of this company. In my judgement, this agreement is fair and equitable and I strongly recommend its approval.

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AGREEMENT

This agreement by and between the Board of Directors of the Alabama School of Fine Arts, a public educational instrumentality, for the Alabama School of Fine Arts in Birmingham (herinafter ASFA) and the State of Alabama Ballet, an Alabama non profit corporation (herinafter SAB).

PROGRAM

1. ASFA presently operates a program of ballet instruction which provides educational opportunities for academic credit to its students.
2. SAB has been organized for the purpose of bringing to the people of Alabama a high quality, professional ballet company and teaching ballet to interested persons.
3. ASFA and SAB desire to enter into a cooperative arrangement for the purpose of enhancing the cultural and educational opportunities in ballet available to students of ASFA and the people of Alabama.

AGREEMENT

In consideration of the premises and mutual covenants, terms, conditions and agreements contained herein, the ASFA and SAB agree as follows:

1. The Artistic Director of SAB shall hold the position of Adjunct faculty member at ASFA with the principle responsibility of pedogological supervision of ASFA dance program.
2. All SAB company members will be available for appointment by ASFA in its sole discretion, to the ASFA adjunct faculty       The

said company members so appointed shall be assigned by ASFA to teach in the ASFA academic dance program. SAB and ASFA shall cooperate in the selection of adjunct faculty from the SAB staff and in the scheduling of classes to be taught by the said company members. SAB shall place provisions in its contracts with its company members necessary to carry out the provisions of this paragraph.

3. ASFA students who, in the opinion of ASFA, are sufficiently advanced, will be permitted after acceptable audition to take SAB company classes for academic credit at no cost to ASFA or the said students. Other ASFA students may take, at no cost to ASFA or the said students, other SAB school classes for academic credit when, in the opinion of ASFA the taking of said classes would be of educational benefit to the said students.

4. ASFA dance students will be eligible for membership in the SAB apprentice company or other SAB activities below the level of the professional company itself.

5. ASFA will discontinue its preparatory program in ballet if and when SAB begins to offer to the public similar ballet educational opportunities. ASFA may resume its non-credit program in ballet if and when SAB ceases to offer the public such opportunities in the community.

6. ASFA will permit SAB to use its scenery and costumes; arrangements for such use being made with due consideration for the needs of both ASFA and SAB. SAB will be responsible for the maintenance, transportation and storage of said scenery and costumes while in the possession of SAB. The said scenery and costumes shall be returned to ASFA in the same condition as when taken by SAB, ordinary wear and tear excepted.

SAB shall insure the said scenery and costumes against all risk of loss and physical damage and shall carry comprehensive public liability and property damage insurance. The said insurance shall be in amounts acceptable to ASFA and shall name SAB and ASFA as the insured. In addition, SAB shall indemnify and hold harmless ASFA from and against any and all claims of whatsoever kind or nature and all costs, expenses, damages, losses and liabilities whatsoever incurred or suffered by ASFA in connection with or arising from the use or possession of the said costumes and scenery by SAB

7. As further consideration for SAB's agreements hereunder, ASFA, upon request of SAB, shall grant to SAB by separate license agreement the right to use ASFA dance facilities without charge to the extent the said facilities are not needed by ASFA at the time requested and that such use by SAB will not interfere with ASFA activities.

8. The Executive Director of the ASFA shall be a regular voting member of the Board of Directors of SAB.

9. The term of this agreement shall be five (5) years.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 1982.

THE BOARD OF DIRECTORS OF THE  
ALABAMA SCHOOL OF FINE ARTS.

BY: \_\_\_\_\_  
its \_\_\_\_\_

STATE OF ALABAMA BALLET

BY: \_\_\_\_\_