

# CONTRACT with Temple Israel of Natick

#### **Programs**

This is an agreement between The Bible Players and Temple Israel of Natick . This agreement is for two of The Bible Players performers to lead a Family Program 7:00 to 7:45pm EST on Thursday February 25, 2021 (*Erev Purim*) for Temple Israel of Natick, via ZOOM. Each of the programs listed will be 45 minutes unless otherwise noted. The matters to be covered in these programs will be decided by The Bible Players in consultation with Temple Israel of Natick professional staff. The staff will send a complete schedule - with locations of programs, ages of participants, and approximate number of participants - to The Bible Players at least 4 weeks prior to their visit. The Bible Players lead programming for ages 6 and older.

#### Fees

For such services, The Bible Players will receive compensation in the amount of \$1000 (discounted from \$1500 + travel). The Bible Players Employer ID number is 45-2391874.

Payment can be made in either of the following two ways:

- You may pay by Bank Account or Credit Card online at the following link: https://paypal.me/TheBiblePlayers
- You may mail a check to the following address:
   The Bible Players
   1267 South 21st Street
   Philadelphia, PA 19146

Full payment will be made upon receipt of this agreement.

Setup

Zoom Address: will be provided

All programs will begin with an introduction by a member of the hosting institution which includes: Getting everyone's attention, asking the audience to be respectful, and ending with the phrase, "Please welcome The Bible Players!" There will be a representative from Temple Israel of Natick during the entire performance, for crowd control. There should be no interruptions during the program, and performers must be notified if any are expected.

#### Ownership

Temple Israel of Natick understands that The Bible Players is the exclusive owner of all material and records produced by The Bible Players for Temple Israel of Natick under this agreement, unless hereafter agreed in writing by both Temple Israel of Natick and The Bible Players. The Bible Players grants a non-exclusive license to Temple Israel of Natick to post materials prepared by The Bible Players and used under this agreement.

#### **Merchandise**

As part of The Bible Players partnership with Save a Child's Heart, The Bible Players will sell merchandise including but not limited to hats, dvds, water bottles, and T-shirts. A portion of all proceeds from merchandise sales will be given to Save a Child's Heart. The institution will



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## Relationship of the Parties

The parties of this agreement are independent contractors, and are not agents or employees of each other, joint venturers or partners. Neither party is authorized or empowered to act on behalf of the other with regard to any agreement, warranty, or representation as to any matter.

#### Term

The term of this agreement will continue until one month after the program date listed in the contract title. The agreement may be extended upon written agreement by both parties.

#### Cancellation

Temple Israel of Natick may cancel The Bible Players engagement upon written notice. If Temple Israel of Natick cancels The Bible Players engagement 4 months or less prior to the date of the event for any reason, other than Force Majeure, then The Bible Players shall be entitled to receive 50% of the Fee.

If the visit is cancelled less than 96 hours prior to date for any reason, there is an additional \$500 cancellation fee. Temple Israel of Natick shall also pay or reimburse The Bible Players for any non-refundable event-related expenses incurred by The Bible Players prior to cancellation.

# <u>Limitation of Liability</u>

In no event shall either party be liable to the other or any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether either party shall be advised, shall have other reasons to know or in fact shall know of the possibility.

#### Force Majeure

The parties' performances under this agreement is subject to war, threat of war, terrorism, natural disasters, acts of God, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of comparable nature beyond the parties' control, making it impossible, illegal, or which may materially affect a party's ability to perform its obligations under this agreement and which requires this project to be postponed or cancelled. In the event that The Bible Players engagement is cancelled due to circumstances contemplated by this Section, neither party shall be liable to the other party, and, if applicable, any deposits and fees paid by Temple Israel of Natick to The Bible Players shall be returned to Temple Israel of Natick. Notwithstanding the foregoing, Temple Israel of Natick shall pay or reimburse speaker for any non-refundable event-related expenses incurred by The Bible Players prior to cancellation. If the visit is cancelled less than 96 hours prior to date for any reason, there is an additional \$500 cancellation fee.

### Governing State Law

This agreement shall be deemed to have been made in the State of New York, and its validity, construction, performance, breach, and operation shall be governed by the law of the State of New York.

#### **Entire Agreement**



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received and read this contract, the institution will email TheBiblePlayers@gmail.com with the Subject Heading "We've read the contract, we're all set."

### Contact Info

This is the contact info for the individual/s responsible for all communications between The Bible Players and Temple Israel of Natick .

DATE(S)	Thursday evening, Feb. 25, 2021
NAME OF INSTITUTION(S)	Temple Israel of Natick
ADDRESS	145 Hartford St, Natick, MA 01760
CONTACT PERSON	<ul> <li>Robin Kahn</li> <li>Rabbi Daniel Liben</li> <li>Cantor Ken Richmond</li> </ul>
CELL PHONE	617-823-1312
EMAIL	robin.kahn.tin@gmail.com Rabbi@tiofnatick.org cantor@gmail.com
START/END TIMES	7:00-7:45 PM (in the 7-8pm window)
NUMBER/TYPES OF PROGRAMS	1 Purim Family show
LOCATION ROOM SET/UP	Temple Israel's Zoom room:  TBD
SOUND/MICROPHONE	N/A (The Bible Players will be made co-hosts upon arrival)
AGES/NUMBER OF PARTICIPANTS	6 y.o. & up, plus families
VALUES/THEMES OF INSTITUTION	Purim, kavod (respect)

Rhym