



Agreement of Services

This contract for services is made effective as of 6/21/16, by and between **Break Free Worldwide LLC** and _____ for services on 10/27/16. In this contract, the party who is contracting to receive services will be referred to as the "service contractor", and the party who will be providing the services will be referred to as "Break Free".

Recitals

1. Break Free has extensive experience in the fields of performing arts, visual arts, workshops in the arts, and youth outreach.
2. The service contractor desires to have Break Free provide a service, or services, for them.
3. Break Free desires to provide a service, or services, for the service contractor on the terms and conditions set forth herein.

Agreements

In consideration of the mutual covenants set forth in this agreement, the service contractor and Break Free hereby agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on upon agreement to this contract, Break Free will provide to the service contractor one or a combination of the following services: *Dance performance, Dance workshop, Art workshop, Commissioned artwork, Poetry/MC workshop, DJ Services, Field Trip to our facilities, Dance choreography, Program residency, Private lessons, Show Choreography, Keynote speaking, Instructional Seminar*
2. **PAYMENT FOR SERVICES.** In exchange for the service(s) provided, the service contractor will pay Break Free in the amount of the previously agreed upon amount of \$3,500. A 50% Deposit in the amount of \$1,750 will be paid upon signing this agreement to secure your service date. The remainder of payment will be made by the service contractor to Break Free by cash or check (payable to "Break Free") the day of the service.
3. **CANCELATION.** Break Free reserves the right to cancel this agreement without obligation upon notice to the service contractor seven (7) days in advance of the service date. In the event of Break Free's cancellation, the deposit payment shall be returned promptly. If the event is canceled by the service contractor for reasons not specified under section 4 ("FORCE MAJEURE"), the deposit will not be refunded to the service contractor
4. **FORCE MAJEURE.** Neither Break Free nor the service contractor shall be liable for failure to appear or perform its obligations under this agreement in the event that such failure is caused by or

due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of Break Free and the service contractor. In this event, Break Free will return the deposit payment promptly.

5. **TERM.** This contract will terminate automatically upon completion by Break Free of the service(s) required by this contract
6. **LIABILITY.** Break Free is not responsible for any injuries to willing participants of any of the possible services to be provided. The service contractor will assume all liability of any injuries sustained by the potential participants of Break Free's services.
7. **MEDIA AND PROMOTION.** The service contractor agrees to promote the scheduled service(s) and will use its best efforts to obtain listings, articles, reviews, pictures, videos, and any other promotional content of Break Free. Break Free agrees that the service contractor may use Break Free's name, pictures, photographs, videos, and other likenesses in connection with advertising and publicizing the engagement(s) hereunder. The service contractor grants permission for Break Free to film and/or photograph the event/service(s). If desired, The service contractor will provide Break Free with any possible social media account names with Break Free agreeing to promote said accounts on it's social media platforms.
8. **COMPLIMENTARY TICKETS.** If applicable and unless otherwise agreed, the service contractor will allow at least two (2) guests per performer.
9. **ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION.** This agreement cannot be assigned or transferred without the written consent of Break Free. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of Texas. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of Texas.
10. **SEVERABILITY.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.
11. **REPRESENTATIVE'S AUTHORITY TO CONTRACT.** By signing this document, the representative and/or agent of Break Free hereby represent that such person is duly authorized and that Break Free agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of Break Free, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of Break Free, nor for any failure by Break Free to adequately perform or comply with any term or condition hereof.

Service Contractor Signature: _____

Deputy Mario Reyes

Date: 8-28-16

Break Free Representative Signature: _____

Date: 6/21/16