

## THE AIMS FESTIVAL ORCHESTRA IN GRAZ –2009 CONTRACT

1. The period of engagement of the Player will be **July 13, 2009** (arrival) to **August 15, 2009** (departure), during which time the Player will be in residence in Graz, Austria, unless given written leave by AIMS. During the period of engagement, AIMS will provide housing (single room), breakfast daily, and a noon meal on weekdays (M-F) from July 13 through August 15.
  - a. The Orchestra Contract Deposit of \$250 must accompany the player's signed contract. \$150 of this deposit will be refunded in Graz within ten (10) days of arrival in Graz and the remaining \$100 will be refunded to the Player on conclusion of the final orchestra service of AIMS in Graz providing all terms of the contract have been met.
  - b. Deposit refunds will be made in Euros (at the prevailing rate of exchange) or U.S. Dollar check.
  - c. For Players booking through AIMS, round-trip international transport of large instruments (cello, tuba, contrabassoon, bass clarinet, bass trombone) will be provided **from a North American Gateway City**. A "Gateway City" is a city from which Lufthansa operates a direct or non-stop flight to Europe; for example, Atlanta, Boston, Chicago, Dallas, Houston, Los Angeles, Miami, Newark, New York [JFK], Philadelphia, San Francisco, Washington, DC, Toronto, and Vancouver. Principal players and players requiring large instrument transport will be booked by AIMS travel service. Other orchestra members will book their travel through the AIMS Travel web page at [www.aimsgraz.com](http://www.aimsgraz.com) using an AIMS travel partner, Orbitz or Student Universe. NOTE: If you do not book your travel through AIMS, \$50 will be deducted from your deposit, you will not be reimbursed for instrument transport expense.

The dates on which AIMS offers bus transfer service from/to the Graz airport for purchase are:

Arrivals: July 13; Departures: August 16, 17, 2009

2. The Player is engaged to perform eight (8) orchestra services per week (Sunday through Saturday) during the period of engagement, with the following provisions:
  - a. A service at AIMS is three hours in length, with a ten-minute break per hour.
  - b. Services and free days may be cumulative over a period of up to, but not more than, two (2) calendar weeks.
  - c. The maximum number of services per day shall be two.
  - d. On a double service day, total rehearsal time shall not exceed 5 1/2 hours, with 55 minutes of break time, with the exception of days on which a dress rehearsal or a performance falls. Dress rehearsals and performances shall be allowed the full three (3) hours.
  - e. There shall be a minimum of one free day per week with no services scheduled. The maximum number of days before a free day shall be 12.
  - f. Breaks shall normally occur not more than 90 minutes after the scheduled starting time of a service. By mutual consent at the beginning of a rehearsal, a break may begin at a later time. Also, exceptions may be made for performance of longer works.
  - g. Intermissions at performances will be a minimum of 20 minutes in length.
  - h. Overtime shall be calculated in 15-minute segments multiplied by two and taken off a future rehearsal service.
  - i. For out-of-town performances, bus rides of over 90 minutes shall include a fifteen-minute rest stop.
  - j. Whenever possible, arrival at a performance location outside Graz shall be at least two hours before concert time.
  - k. In the event of an outdoor performance, the player will not be required to perform in direct sunlight, inclement weather, or if the temperature is below 18 degrees Celsius (approximately 64 degrees Fahrenheit) at the scheduled starting time of the concert.
  - l. The Player may be asked to rehearse and perform one chamber music work and/or small ensemble work as part of his/her contractual obligations. The number of rehearsals shall not exceed five and the number of performances three.

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3. The following penalties will be in effect under this contract:
  - a. Unexcused tardiness at rehearsal or performance: 5 Euros for any portion of the first five minutes, and 1 Euro for each minute thereafter, up to a total of 50 Euros for a full rehearsal.
  - b. In the event of an unexcused absence from a performance, the Player will be fined for his/her absence as listed in 3.a. AND for paying a suitable substitute and/or the cost of cancellation of a performance, should either of the latter be applicable.
  - c. The player shall present him/herself as ready to travel at the stated departure time for out-of-town services. Tardiness will be fined as stated in "3.a." and "3.b."
  - d. In the event fines assessed exceed the amount of the player's contract deposit, the additional amount shall be due and payable to the AIMS Bursar immediately.
  - e. The Player shall be liable, up to the full cost of replacement, for any orchestra parts issued or lent for rehearsal or performance that are misplaced or lost during the period of engagement. In the event the replacement cost exceeds the amount of the player's contract deposit, the additional amount shall be due and payable to the AIMS Bursar immediately.
4. The Orchestra Manager will be responsible for determining all matters relating to length of rehearsals, penalties for tardiness, etc., and his/her decision is binding on both AIMS and on the Player.
5. The Player agrees to the recording of music presented by AIMS with the express understanding that such recordings are solely for the AIMS Library, AIMS promotional uses or fund-raising purposes, and are not intended for commercial/for-profit sale. One recording of a maximum of ninety (90) minutes may be produced for these purposes and the Player relinquishes his/her residual rights to said recordings for the aforesaid purposes. This policy also applies to photography and other media used to record or document performances and/or rehearsals.
6. The AIMS FESTIVAL ORCHESTRA may perform concerts intended for broadcast for AIMS promotional uses and fundraising purposes in which event the following is understood:
  - a. Rehearsals and concerts are included in and subject to the provisions of the contract.
  - b. The Player relinquishes any and all rights to the broadcasting of such performance. The use of recording equipment of any kind is **strictly prohibited** during rehearsals and/or performances unless granted by written permission of the General Director, the Executive Director, or the Orchestra Manager.
  - c. Rehearsals may be audio- or video- taped by AIMS Faculty members for use in studio training only and will not be duplicated or distributed by any means. If the taping is invasive or distracting, the Orchestra Manager will ask the Faculty member to stop.
7. The Player agrees to play in public or on the streets of Graz and surrounding cities only under conditions outlined by the Orchestra Manager and as expressly allowed by the City of Graz.
8. Contract Cancellation: If the Player cancels this Contract after it is received by AIMS, the contract deposit of \$250 **will not** be refunded. In the unlikely event that AIMS cancels the AIMS FESTIVAL ORCHESTRA or this contract, the contract deposit will be refunded in full and AIMS will not be held liable in any other way.
9. Each Player receives emergency health care insurance coverage **inside Austria** while at AIMS IN GRAZ (see *AIMS Handbook* at [www.aimsgraz.com](http://www.aimsgraz.com)) which covers 90% of medical costs incurred up to the limits of the policy. You may want to purchase additional coverage if you plan to travel outside Austria.
10. You will be asked to sign this contract electronically and should you elect to do so, you agree that electronic signature is a legally binding method of accepting the terms of the contract.