

Jet City Improv  
5510 University Way NE  
Seattle, WA 98105  
206.352.8291

PERSONAL SERVICE AGREEMENT  
**Jet City Improv Presents**  
**Twisted Flicks**  
**Performer**  
*Revised March 2020*



### *SECTION 1: OVERVIEW*

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Welcome to Twisted Flicks at Jet City Improv! As an ensemble member of a show at JCI, you are now an ambassador for our company and the shows we produce. We ask that you help to promote this show that you are starring in, at Jet City Improv (5510 University Way NE, Seattle) as well as maintain basic knowledge of JCI. We appreciate the work and dedication that you provide to make these ensemble performances happen. ***Thank you for being a part of this show!***

The above listed Performer agrees to perform in the show **TWISTED FLICKS** (PRODUCTION) – a live, improvised movie-redubbing show-- for the time slot listed on the JCI production calendar.

This agreement is made and entered into on **enter contract signing date** by and between **Jet City Improv**, a not-for-profit corporation hereinafter referred to as “the Theater,” or “JCI” and **insert actor name**, hereinafter referred to as “Performer.”

The Theater wishes to engage the Performer in a production. This agreement will commence upon initial date of agreement and cease on final date of agreement as outlined below.

**The JCI Universal Code of Conduct**

This Performer Agreement exists in conjunction with the Universal Code of Conduct (UCoC).

This Performer Agreement outlines the agreement made between the theater and the individual (performer, designer, crew, director) about the commitment to the specified show, and that individual's duties and responsibilities in performing their duties, as well as the theater's commitment to the individual in their capacity on the specified show .

The UCoC serves as a model of the behavior we expect all our community members to exemplify, holding respect for each other and our audience as the highest possible value; and it provides steps for rectifying potential conduct issues which may arise. By signing this agreement, you are also agreeing to abide by the UCoC, and all guidelines within it.

There may be policies named in this Performer Agreement that are detailed in more specificity in the UCoC, and are summarized here for the sake of clarity and conciseness. We expect all signers of this Agreement to have thoroughly reviewed the UCoC.

The UCoC can be found on the **Fortress (etc.)...**

*SECTION 2: SCOPE OF SERVICE*

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The parties hereto do mutually agree as follows:

**I. Performer Agreement**

You will be paid as **Performer** for the production of **Twisted Flicks**

**II. Agreement Dates**

Initial date of agreement: **insert contract signing date, for the period of one year.**

Twisted Flick performers are not required to perform in each month's Twisted Flick.

For each Twisted Flick Performer agrees to be a part of, Performer is asked to meet the following requirements: All agreed-upon rehearsals, including technical rehearsals. Please see the Performer Guarantees set forth below.

**III. Availability**

Additional rehearsal or performance conflicts that arise after the signing of this document, or a rehearsal or performance no-show, may result in alteration/reduction of PERFORMER compensation, or removal of the Performer from the show's run.

**IV. Credits**

The Theater is responsible for accurately listing the Performer in any publicity or program material in accordance with information supplied by the Performer.

**V. Non-Compete**

JCI encourages PLAYER to work outside of the company and for other companies.

JCI requests that, if a company or organization that desires entertainment or training services that are in line with JCI's current programs [e.g. Away Shows/Comedy to Go] approaches / requests PLAYER for such entertainment or training services, that PLAYER brings that opportunity to the Staff of JCI, thereby offering JCI the right of first refusal in the sale of the show or training.

Player will receive a Finder's Fee (10% of total fee), and will be given priority in casting for any such events.

This clause does not prohibit PLAYERS from performing in other improvisational or theatrical groups or shows that do public performances, or teaching improv with other organizations.

**VI. Additional Activities**

- i. Stakeholders Meetings – Performers are invited to, and encouraged to attend, our Stakeholders Meetings (three times a year, always on a Monday evening at 8:00pm). These are our annual “state of the union address” as well as a time for all members of this company (performers, designers, volunteers, board, etc.) to gather, “peek behind the curtains” at what is going on with the company, and enjoy each others’ company (and enjoy refreshments).
- ii. Opening Night Galas - Performers are invited to, and encouraged to attend, our Opening Night Galas of our Long-Form Improvised Players. We have 6-8 of these a year, always on a Thursday night at 8:00pm.

SECTION 3: COMPENSATION

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**I. Compensation**

In consideration of the Performer's completion of the scope of service, the Theater agrees to pay the Performer **insert actor rate** per performance as compensation for services performed at or for the Theater. The payment due the Performer shall be made upon the final date of the agreement unless the terms of the agreement are not met.

**II. Complimentary Tickets**

Each PLAYER is allowed two comps for the show in which they are performing. All comps must be WRITTEN DOWN on the Box Office Comp List before the Box Office opens for the performance. If they are not recorded by then, the Box Office can refuse your request. These comp seats are on an as-available basis. If the show is going to sell-out, the House Manager may ask all comped individuals to stand in the back or watch from the green room.

**III. Tax Information**

The Performer is an independent contractor, not an employee. IF Performer earns more than **\$600** in a calendar year from JCI (including Acting in any show, Teaching, Directing, and/or other education- or production-based duties), Performer will receive a 1099, and earnings will be reported to the IRS and you will have to pay taxes on your earnings. IF PERFORMER earns less than **\$600** in a calendar year, it is your responsibility to disclose your individual earnings to the IRS.

For advice on doing your taxes as an independent contractor, please visit the FORTRESS section of the JCI website.

**IV. Ombuddy**

(from OM-BUDS-MAN/PERSON): *a person who acts as a trusted intermediary between an internal or external constituency and an organization while representing not only but mostly the broad scope of constituent interests* (– Webster's)

The show's assigned Ombuddy is an individual you can contact with any issue or question, and they may act as an intermediary on your behalf. Throughout the rehearsal and performance period of this production if any issue or question you may have with JCI (e.g. director, crew, other cast members, staff, rehearsal, scheduling, safety, policies, processes, etc.) you may bring to your Ombuddy, and I will then act as an intermediary between yourself and the director(s)/producer(s) of JCI and/or the JCI Executive Staff. You may remain anonymous in any matter, and the Ombudsmans will protect your anonymity.

SECTION 4: THEATER PROVISIONS AND GUARANTEES

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**THEATER'S GUARANTEES:** The following requirements are to be met by the Staff of JCI in their entirety. If these requirements are not met at any given time, the PERFORMER may terminate the agreement in full and remove him/herself from the production, on the basis of irreconcilable differences, and no compensation will be provided for the Performer's time. The terms are as follows:

**I. Hour Standards**

The Theater will enforce standards to benefit the Directors, Performers, Designers and Technicians. Such standards include:

- a) Maximum 8-hour rehearsal during any 24-hour period, not to be exceeded under any conditions, with the exceptions of Technical rehearsals, which will consist of up to 10 hours;
- b) Minimum 10-minute break during every 2-hour period of rehearsal;

**II. Safe and Secure Environment**

The Theater is responsible for maintaining a safe and secure environment for the Performer and Ensemble to rehearse and perform. Any concerns in this regard should immediately be reported to the production's Stage Manager or Director, who will send the concern to the Production Director.

**III. Rehearsal Beverages (aka "Honor Bar")**

JCI's concessions stand had beverages you may PURCHASE during rehearsals and meetings. Contrary to some rumors, these are NOT free! If you desire a bottle of water\*, soda, etc., while you are here – there is a clear box in the concessions stand to put your dollars (cash only) in. There is signage on the box will tell you how much each item costs.

If someone tells you they are free for actors or staff members, they are mistaken, and please correct them on the spot.

*SECTION 5: PERFORMER GUARANTEES*

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**PERFORMER GUARANTEES:** The following requirements are to be met by the PERFORMER in their entirety. If these requirements are not met at any given time, the Staff of Jet City Improv may terminate the agreement in full and replace the aforementioned Performer without any further obligation to the Performer for compensation or otherwise. The terms are as follows:

**I. Time Commitment**

The PERFORMER agrees to attend all agreed-upon scheduled rehearsals and performances, and to be on time.

The Performer will promptly notify the Director if any personal emergency arises that would impair his/her ability to attend rehearsals or appear in a show.

**II. Professional Conduct**

The Performer shall at all time conduct themselves in a seemly manner. If a question or disagreement arises between the Director and any Performers and/or Stage Manager, the Director/Stage Manager will have the final say in the matter.

**III. Professional Conduct – Drugs and Alcohol**

The Performer agrees to refrain from attending scheduled rehearsals or performances under the influence of alcohol, recreational drugs, or illicit drugs.

**IV. Facilities: Sharing the Space**

Performer will keep the space is viable for all shows (Jet City Improv, Long Form Shows, rentals, the currently-running 8pm show) each weekend during your rehearsal process by assisting with clean up after your rehearsal – both cleaning up any mess and fully striking set pieces, rehearsal furniture, costume pieces, props, etc.

**V. Facilities: Fire Code**

For the safety of the cast, crew, audience and facilities, the Performer will adhere to Fire Code regulations, including but not limited to:

- refraining from blocking fire exits with set pieces or object storage;
- respecting areas designated with “Place Nothing Here by Order of the Fire Marshall”;
- refraining from irresponsible use of electrical components (overloading circuits; leaving equipment powered while unattended);
- and knowledge of locations and operation of fire extinguishers.

**VI. Show Content: Dress Runs**

Final Dress Rehearsals are not to be treated as optional by Performer.

**VII. Show Content: Age Appropriateness**

The Age Appropriateness level of this show will be set by the Director and Artistic Director. The Performer will maintain the set level of age appropriateness throughout the run of PRODUCTION.

**VIII. Show Content: Execution**

The Performer will execute this show in the style, content and manner consistent with the Director's vision and direction, to the best of his/her ability.

**IX. Outward Facing Attitude and Resources**

If you have issues with Jet City Improv, how it is run, or its staff, please contact any of the following resources: the Artistic Director, Managing Director, the show's Ombuddy, or the individual (listed on the last page of this contract) most appropriate to the issue at hand. (See contact information on the last page of this document.)

*SECTION 6: LEGALITIES*

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**I. Liability**

The Performer agrees to hold each other harmless from any and all claims for damages from third parties, and to hold each other, all directors, board members and officers of Jet City Improv harmless from any and all responsibility or liability for injuries or damages arising from or as a result of acts or omissions occurring while performing.

**II. Image Permissions**

Jet City Improv retains permission to use Performer's image (photo, video or other likeness) in public, and/or in publicity materials. This usage may include, but is not limited to, usage on a poster, flyer or other printed material at our theater or at events or locations outside the theater; images or video on the internet (JCI's websites or other websites independent of Jet City Improv control), and photos or video in promotional videos for in-theater projection or online or other broadcast.

SECTION 7: CONCLUSION

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Questions or issues about any portion of this contract may be addressed to:

Executive Artistic Director: Mario Orallo-Molinero (marior@jetcityimprov.org / 206.352.8291 x1)

Production Director: Brandon Jepson (brandon@jetcityimprov.org / 206.352.8291 x5)

Business Manager: Oliver Trimble (oliver@jetcityimprov.org / 206.352.8291 x3)

Marketing Director: Odessa Wauneka (marketingmanager@jetcityimprov.org / 206.352.8291 x3)

Board President: Bryan Mize (president@jetcityimprov.org)

This show's Ombuddy: TBD

To send an **anonymous message** to the Artistic Director, on any topic:  
<http://www.jetcityimprov.org/anonymous-feedback-form/>

THIS AGREEMENT IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRINTED AS SET FORTH HEREIN.

By signing this document, I have read and understood the Professional Standards for my position, and agree to uphold them to the best of my abilities. I also agree to and adhere to JCI's Employee Conduct with Minors policy, which is available in written form upon request.

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Performer Signature                      Date

\_\_\_\_\_  
Emergency Contact (Name)

\_\_\_\_\_  
Performer Name (Print)

\_\_\_\_\_  
Emergency Contact (Phone)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and ZIP

\_\_\_\_\_  
JCI Productions                      Date