

PERFORMANCE, SAFETY & TALENT/VENDOR AGREEMENT

The Firefly Menagerie LLC

This Agreement is made between **The Firefly Menagerie LLC dba Lantern Marquee, LLC** (“TLM” or the “Company”) and the undersigned performer, crew member, or aerialist (“Talent”).

Talent understands they are joining an immersive, outdoor/indoor, traveling theatrical company and agrees to comply with all terms below.

EVENT _____

DATES _____

TALENT NAME _____

ROLE _____

STIPEND _____

TYPE _____

1. Term & Engagement

Talent is engaged to rehearse and/or perform in Company-produced events, shows, or appearances (“Productions”) for the event listed above. This Agreement applies to all rehearsals, performances, events, and Company-related activities for said event, outlined by production management and delivered to talent.

Initials _____

2. Independent Contractor Status

Talent is an independent contractor and not an employee of the Company. Talent is responsible for all personal taxes, insurance, and compliance with applicable laws. Status does not extend beyond the production run for events listed above.

Initials _____

3. Right to Release Talent

Talent acknowledges that the Company invests significant resources into casting, rehearsals, costuming, choreography, training time, safety oversight, marketing, insurance, venue time, equipment, and other production elements for each participant.

Accordingly, compensation for this production is structured as all-or-nothing.

The Lantern Marquee reserves the right to release, remove, or discontinue Talent's involvement **at any time and at its sole discretion**, including onsite and immediately, for any artistic, professional, behavioral, or safety-related reason in order to maintain the vision, safety and wellbeing of the company and the rest of the cast/crew/vendors. TLM reserves the right to wholly determine grounds for release with or without warning.

If Talent is released for any reason prior to the completion of the scheduled performance run:

- Talent **waives all right to payment**
- Talent **surrenders any claim** to compensation for rehearsal hours or partial performance participation
- Talent acknowledges that their removal causes operational disruption and replacement cost
- Talent understands this payment structure is a condition of participation

If Talent completes the full contracted engagement in good standing, payment will be made in accordance with the terms separately outlined by the Company within 30 days of the production run completion.

Initials _____

4. Conduct & Professionalism

Talent understands that **The Lantern Marquee ("TLM") and its designated creative leadership (including directors, choreographers, music directors, designers, and safety leads) hold full and final authority over all artistic, creative, and production decisions.**

Talent agrees that:

- The vision, creative direction, and staging choices of TLM must be **trusted, respected, and followed**
- Talent does **not** determine or override artistic direction, casting decisions, choreography, staging, costumes, artistic interpretation, safety calls, or performance notes
- All creative notes, adjustments, and changes issued by TLM leadership shall be followed promptly and professionally
- Public undermining of the production, creative notes, fellow performers, or Company representatives is prohibited
- Suggestions may be offered respectfully; however, final artistic authority rests solely with TLM

Professional behavior includes but is not limited to:

- Respect toward cast, crew, audience, and Company leadership
- Consistent punctual attendance and communication regarding conflicts
- Strict adherence to safety protocols
- No harassment, bullying, gossip, or disruptive or divisive behavior onsite or online
- Upholding a positive collaborative culture and contributing to a professional rehearsal environment

Failure to adhere to these standards may result in immediate removal from the production without pay.

Initials _____

5. Insurance Requirements

All cast and crew must carry **personal health insurance** and agree that participation is at their own risk.

Talent agrees to provide proof of insurance upon request. Company does not provide health, medical, injury, or liability insurance for Talent.

-Aerialist-Specific Provisions

Talent understands that aerial arts, acrobatics, circus-style movement, stunts, and physical performance activities involve **inherent and significant risks**, including the risk of serious injury. Talent participates **voluntarily and at their own risk**.

Talent agrees and acknowledges that:

- TLM does not provide aerial or stunt-specific insurance coverage
- Talent is fully responsible for their own health and accident insurance
- Talent waives any claim against TLM for injuries arising from voluntary participation, **except in cases of proven gross negligence or willful misconduct**

All medical costs related to Talent's participation, training, or performance are the sole responsibility of Talent and must be covered under their personal insurance.

Requirements for Aerial / Acrobatic / Specialty Performers

Talent performing aerial or specialty physical work affirms that they:

- Have proper, verifiable professional training

- Maintain **personal aerial-specific / stunt insurance**
- Will provide proof of such insurance **before rehearsals begin**
- Will use only Company-approved equipment and rigging
- Will NOT modify, relocate, or adjust equipment without authorization
- Will not perform if rigging or equipment feels unsafe
- Will immediately notify Production Management of any safety concerns, injuries, or physical limitations
- Will not attempt skills beyond assigned choreography or documented ability
- Agree that TLM may pause or remove them from performance if safety concerns arise

Failure to comply may result in immediate removal from the production.

Initials _____

7. Safety Commitment

Talent acknowledges that physical theater, circus arts, aerial performance, and live performance activities involve inherent risks including physical injury.

Talent releases and holds harmless the Company, its producers, employees, and venue partners from claims related to participation, except in cases of gross negligence or intentional harm.

Talent agrees to:

- Follow all posted and verbal safety rules
- Report hazards or concerns immediately
- Refrain from engaging in unsafe behavior or ignoring safety instructions
- Inform a member of the production team IMMEDIATELY and without continuing upon discovery of unsafe conditions or one's inability to perform safely.

Company reserves the right to pause or stop any performance for safety reasons.

Initials _____

9. Media & Recording Consent

Talent grants Company the right to photograph, film, and record their participation and use their likeness for promotion, marketing, archival, and publicity materials without additional compensation.

Initials _____

10. Confidentiality, Reputation & Brand Representation Clause

Talent agrees to uphold the reputation and public image of The Lantern Marquee (“TLM”) at all times, including online and on social platforms. All information regarding production, company, policies etc is considered confidential and at no time is Talent authorized to discuss, share or disclose information regarding TLM, the production or fellow talent members including cast and crew. Furthermore talent agrees not to publicly disparage Company, cast, crew, or affiliates. Internal production matters and conflicts shall be handled privately and professionally.

Talent agrees not to:

- Post confidential rehearsal or production content without permission
- Share scripts, music, proprietary visuals, scenes, costuming, or backstage media without written consent
- Spread rumors, complaints, private internal matters, or cast conflicts online
- Make statements that could harm the Company’s reputation or operations
- Misrepresent the Company, its leadership, its shows, or its mission

Talent may share approved promotional content, behind-the-scenes moments, and personal experiences **as long as they are positive, professional, and respectful.**

Company reserves the right to request removal of posts containing confidential or harmful content. Violation of social media policy may result in dismissal and non-rehireable status for all future productions.

Initials _____

11. Voluntary Withdrawal, Abandonment of Role, or Breach by Talent

If Talent voluntarily quits, abandons the production, or violates this Agreement resulting in removal, the following will apply:

a. Return of Company Property

Talent shall immediately return to TLM all physical or digital assets belonging to TLM including but not limited to the list below. Items must be returned in original condition. Failure to return items may result in replacement charges at full value:

- Costumes, wigs, accessories
- Props, equipment, makeup kits issued by TLM
- Scripts, sheet music, choreography notes, rehearsal materials
- Badges, passes, keys or access items

Initials _____

b. No Compensation

If Talent withdraws or is removed prior to completing the production run, Talent forfeits all compensation of any kind and acknowledges that partial participation does not merit payment. Talent waives all claims to compensation or damages - this includes rehearsal periods, performance periods, and any promotional appearances not completed.

Initials _____

c. Ownership of Creative Work

All creative materials and contributions remain the property of TLM, never the talent, including but not limited to: Character interpretation and performance style, Costume and makeup concepts, Blocking, choreography, movement sequences, Media, photos, audio, likeness recorded for production.

Talent waives all rights to these materials and **may not reproduce, claim artistic ownership of, or utilize them commercially** outside of the Company.

Initials _____

d. Post-Departure Conduct / Public Discussion

Talent agrees to uphold professional discretion after departure. Talent shall not publicly discuss reasons for departure, make statements implying fault or wrongdoing by TLM or its personnel, disparage or criticize TLM online or publicly, share internal production matters, conflict, or cast drama. All internal matters, including termination or voluntary exit, shall remain confidential, truthful or otherwise.

Unauthorized disclosure or misuse of confidential information, production matters, conflict or release of talent of ANY cast/crew member constitutes a material breach of this agreement and may result in immediate termination of participation, forfeiture of compensation, and legal action seeking damages, injunctive relief, and recovery of Company losses and legal fees.

Confidentiality obligations survive the completion or termination of this Agreement.

Initials _____

e. Professional Courtesy

Talent agrees to exit professionally, maintain confidentiality, and preserve the dignity of the production, cast, and company.

12. Disclosure & Child Safety

The Lantern Marquee (“TLM”) frequently works with children and minor performers. TLM reserves the right to conduct background checks at its discretion to confirm talent’s legal ability to work with minors. Therefore, Talent agrees to the following:

- Talent must disclose **immediately and confidentially** to Production Management if they are under any legal, court-ordered, or supervisory restriction related to working with minors or vulnerable individuals.
- Failure to disclose such restrictions will result in immediate removal from all TLM activities and may result in legal action.
- Talent agrees to maintain appropriate, respectful, and professional interactions with all minors at all times.

Initials _____

13. Internship Requirement Prior to Paid Engagement

TLM offers paid opportunities based on demonstrated professionalism, reliability, and skill. As a condition of participation, Talent understands and agrees that:

- All cast and crew must complete an **unpaid internship period** with TLM prior to being considered for paid roles.
- Completion of the internship does not guarantee paid placement.
- The internship timeline and evaluation criteria are set solely by TLM leadership.

Initials _____

14. Conduct With Fellow Performers & On-Site Behavior

TLM values a safe, uplifting, and collaborative creative environment. Talent agrees to the following:

- **Drama-free policy:** While we are in the theatrical business, interpersonal “drama,” toxic behavior, or disruptive attitudes are not tolerated.
 - Romantic relationships between cast and/or crew must be disclosed to Production Management to protect company culture and avoid conflicts.
 - Cast and crew must treat all individuals with **kindness, dignity, respect, and modesty**.
 - Bullying, harassment, aggression, gossip, triangulation, intimidation, or hostility — onsite or online — is strictly prohibited.
- Negative behavior, undermining, or behavior harmful to morale or safety may result in immediate

dismissal.

TLM reserves the right to determine what constitutes inappropriate conduct.

Initials _____

15. Ownership of Creative Work & Materials

All creative work associated with TLM **are and remain the exclusive property of The Lantern Marquee, LLC**. Talent agrees they do not gain rights to concepts, materials, likenesses, characters, or creations developed within TLM productions. No reproduction, resale, or derivative works may be made without written permission. Creative work initiated during any production with TLM that remains the property of the company include but not limited to:

- Costumes & accessories
- Makeup & character design
- Music, lyrics, scripts, story concepts
- Props, sets, puppets, digital media, footage, photos
- Branding, graphic elements, art, choreography, staging, and character concepts, blocking, acting style, ad lib etc.

Initials _____

16. Expenses & Reimbursement

Unless expressly approved in writing by authorized TLM management **prior** to purchase expenses will not be reimbursed to any talent. No verbal approvals, assumptions, or self-initiated purchases will be refunded unless approved in writing.

- Talent is responsible for all personal expenses including costumes (unless stated otherwise in writing), makeup, supplies, props, travel, meals, and personal equipment.
- TLM is not obligated to reimburse any expenses.
- Reimbursements require written authorization and valid receipts.

Initials _____

17. Safety, Venue Environment & Compliance

The Lantern Marquee operates in immersive, outdoor, tent-based, and traveling environments that require heightened awareness and responsibility. Talent acknowledges that safety is our highest priority and agrees to comply fully with all safety expectations and instructions.

Talent understands and agrees that:

- Outdoor environments, tents, temporary stages, rigging, aerial equipment, props, cables, lighting, and audience proximity create unique safety considerations.
- Talent must always exercise **common sense, caution, and situational awareness**.
- All instructions from TLM staff regarding safety, rigging, equipment, weather concerns, staging, fire safety, food service proximity, power equipment, and guest interaction must be followed immediately and without argument.
- Talent will use all equipment and props only as directed and will not modify, move, or operate technical equipment unless authorized.
- Horseplay, unsafe behavior, running backstage, or reckless handling of props or set pieces is prohibited.
- Talent must maintain clear pathways and respect backstage boundaries, rigging zones, loading areas, and technical spaces.
- If at any time Talent feels unsafe, sees unsafe conditions, or becomes aware of hazards or injuries, they will **immediately notify a production leader or safety team member**.
- Weather or environmental conditions may require sudden pauses, changes, or cancellation of activity for safety.
- TLM reserves the right to stop rehearsals or performances and remove individuals from the venue for any behavior deemed unsafe.
- If at any time the talent discovers or feels unsafe during any part of the production process (rehearsals, meetings, show run etc), talent agrees to IMMEDIATELY alert a member of the production team so that proper remedies can be put into place right away.

Failure to follow safety instructions or policies may result in immediate removal from the production.

Initials _____

18. Parent/Guardian & Minor Performer Clause

For any Performer under the age of 18 (“Minor Talent”):

- A parent or legal guardian (“Guardian”) must sign this Agreement on behalf of the Minor Talent.
- Guardian understands and agrees that Minor Talent is participating in a live theatrical, immersive, and outdoor performance environment.
- Guardian accepts responsibility for the Minor Talent’s transportation, communication, and welfare outside of Company-supervised rehearsal and show hours.
- Guardian understands that Minor Talent must follow all Company safety rules, rehearsal instructions, costume requirements, behavior expectations, and performance directions.
- Guardian agrees to support Company-issued notes and creative direction, and not interfere with artistic, casting, disciplinary, or production decisions.
- Guardian acknowledges that inappropriate interference, conduct, or behavior by a Guardian may result in removal of the Minor Talent from the production.
- Guardian agrees they may not be backstage unless specifically authorized by TLM management.

Failure of the Minor Talent or Guardian to comply with Company policies may result in immediate release from the production.

Initials _____

19. Representation & Authority Clause

Unauthorized statements, agreements, or actions on behalf of the Company are strictly prohibited and may result in immediate dismissal and potential legal consequences. Talent agrees and understands:

- Talent does **not** represent The Lantern Marquee, LLC in any legal, business, financial, public, press, community, or operational capacity.
- Talent may **not** speak on behalf of the Company, negotiate, or make commitments on behalf of the Company in any form.
- Only Executive Management of TLM has authority to speak for, commit, or represent the Company.
- Talent may not claim to make official statements for TLM or imply official capacity or authority.

Initials _____

20. Entire Agreement & Disputes

This document represents the full understanding between Company and Talent. Changes and/or additions must be in writing and signed by both parties. In the event of any dispute, disagreement, claim, or alleged breach of this Agreement, the parties agree that **mediation is a mandatory first step and a condition precedent to filing any lawsuit or initiating arbitration.**

- **Written Notice Required** The complaining party shall provide **written notice** of the dispute, detailing the nature of the issue and requested resolution.
- **Mediation Requirement** Within **30 days** of written notice, the parties shall make good-faith efforts to select a mutually-acceptable, neutral mediator and participate in mediation.
- **No Litigation or Arbitration Before Mediation. No party may commence litigation or arbitration** regarding any dispute arising out of this Agreement **unless and until** written notice has been provided, and a good-faith mediation process has been attempted and concluded, or a party has refused to participate.
- **Location & Fees** Mediation shall take place in **Utah County, Utah**, unless otherwise agreed in writing. Mediation fees shall be shared equally by the parties unless a different allocation is ordered by the mediator.
- **Emergency Relief Exception** This clause does not prevent a party from seeking **temporary or injunctive relief** to prevent immediate and irreparable harm, provided that mediation remains required for resolution of the underlying dispute..

Initials _____

SIGNATURES

Talent Name: _____

Talent Signature: _____

Date: _____

Parent/Guardian Name (if minor): _____

Parent/Guardian Signature (if minor): _____

Company Representative Name: _____

Company Representative Signature: _____

Date: _____

For questions, clarifications and or concerns, please reach out to a senior member of the production team, or email Twybaby1@gmail.com.

THANK YOU,

The Firefly Menagerie, dba The Lantern Marquee

2025