

THIS AGREEMENT is entered into and is effective as of the last date in the signature box below between CLIMB Theatre Inc., a Minnesota not-for-profit corporation organized pursuant to Chapter 317 of the Minnesota Statutes ("CLIMB") and **LE SUEUR COUNTY** ("Partner Organization").

**THE PURPOSE OF THIS AGREEMENT** is to set out the terms and conditions whereby CLIMB will provide dramatic and educational programming for the Partner Organization at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Programming** – CLIMB shall provide the programs as described in Appendix A, Programming, attached hereto and incorporated by reference. The parties agree that during the term of this Agreement, the terms and conditions of Appendix A may be subject to change. The parties agree that (i) Appendix A may be amended to account for any change, and (ii) email communication will be sufficient to document such mutual agreement to amend Appendix A.
2. **Payment** - Partner Organization shall pay to CLIMB no more than **[\$6000.00]** no later than 30 business days after the “invoicing date”. Partner Organization shall mail check to the CLIMB at its offices at 6415 Carmen Avenue E., Inver Grove Heights, MN, 55076, for services rendered.
3. **Ownership of Performance Rights** - The programming governed by this Agreement is the exclusive property of CLIMB or represent property duly licensed to CLIMB. Partner Organization agrees that it shall not reproduce the programming in any fashion or appropriate the content of the programming, or any portion thereof, for its own use. Further, the Partner Organization shall not photograph, film, videotape, or otherwise record or preserve the program(s), or portion thereof, without written permission from CLIMB. This does not preclude photographs for yearbook or other in-school use of photographs or coverage by local press, which is encouraged. Please notify CLIMB of any media coverage you intend to pursue. CLIMB shall retain all rights to program(s), including the exclusive right to record, photograph, broadcast, film, or publicize CLIMB's program(s) except as may be agreed upon by the parties.
4. **Digital Programming.**
  - (a) If CLIMB is offering CLIMB's programming via a digital medium, CLIMB hereby grants to Partner Organization a nonexclusive right and license to access and use the digital programming identified in Appendix A (the “Digital Programming”). The rights in this section shall extend to Authorized Users (as defined below). Except as may be specifically authorized by CLIMB in this Agreement, Partner Organization may not (i) copy or replicate the Digital Programming, (ii) alter, decompile, reverse engineer, disassemble, or create derivative works from the Digital Programming, or (iii) distribute


the Digital Programming to any party, except to those users as authorized in Appendix A (each, an “Authorized User”). CLIMB owns all Digital Programming. Partner Organization shall not sell or license any part or portion of the Digital Programming.

(b) Partner Organization agrees that access to the Digital Programming is permitted only to those individuals identified as Authorized Users. Partner Organization shall not permit any individual or entity who is not identified as an Authorized User to access or use the Digital Programming. Partner Organization shall notify CLIMB immediately if Partner Organization becomes aware of any distribution, access or use of the Digital Programming by individual(s) or entity(s) that is not identified as an Authorized User. At CLIMB’s discretion, CLIMB may permit access to the individual(s) and/or entity(s), and such access will be subject to an additional charge, as determined by CLIMB. If CLIMB permits access, then the individual(s) and/or entity(s) are considered Authorized Users.

5. **Cancellation** - In the event that the program(s) is(are) cancelled at the instigation of the Partner Organization, and are not due to a Force Majeure event, with less than four weeks' notice, Partner Organization will be assessed a \$100.00 cancellation fee. Cancellation with less than two-week notice, Partner Organization will be assessed a 50% cancellation fee.
6. **Force Majeure** - As the program(s) governed by this Agreement may be subject to interruption by the sickness, inclement weather, accident, act of God or legitimate unforeseeable circumstance, it is agreed that neither party shall be entitled to damages from the other in the event program(s) are interrupted or cancelled by such circumstances.
7. **Rescheduling** - In the event that weather or other conditions beyond either party's control force postponement of this program, the activity shall be rescheduled for a date mutually agreed to by both CLIMB and Partner Organization. Changes to the program's scheduled time, date, or content may be requested by the Partner Organization up to one week prior to the performance date listed below. Any change requests made within one week of performance will be accommodated at CLIMB's discretion and availability.
8. **Governing Law and Arbitration** - This Agreement is to be governed by the laws of the State of Minnesota, and any dispute relating to the interpretation of this Agreement arising from the terms hereof or performance hereunder by either party will be arbitrated under the auspices of the American Arbitration Association at its Minneapolis, MN office.
9. **Entire Agreement** - This Agreement contains the entire understanding of the parties hereto with respect to the subject forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



CLIMB THEATRE PARTNERSHIP AGREEMENT  
6415 Carmen Ave E. • Inver Grove Heights • MN • 55076  
651-453-9275 • www.climb.org

<b>Signature:</b>		<b>Signature:</b>	
<b>Name/Title:</b>	Anton Jones/Artistic Director/CEO	<b>Name/Title:</b>	Le Sueur County Environmental Services
<b>Address:</b>	6415 Carmen Ave E. Inver Grove Heights, MN 55076	<b>Address:</b>	88 S Park Ave, Le Center, MN 56057
<b>e-mail</b>	<a href="mailto:anton@climb.org">anton@climb.org</a>	<b>e-mail</b>	<a href="mailto:hkalbus@co.le-sueur.mn.us">hkalbus@co.le-sueur.mn.us</a>
<b>Date</b>	<b>2/8/21</b>	<b>Date</b>	

### APPENDIX A

PARTNER CONTACT INFO		
Le Sueur County		
Various Locations (see program information below)		
	MAIN CONTACT	ALTERNATE CONTACT
<b>Name</b>	Holly Kalbus	
<b>E-mail</b>	<a href="mailto:hkalbus@co.le-sueur.mn.us">hkalbus@co.le-sueur.mn.us</a>	
<b>Phone</b>	(507) 357-8540	
<b>Best Time to Contact</b>		

CLIMB STAFF CONTACT INFO	
<b>NAME</b>	Anton Jones
<b>E-mail</b>	<a href="mailto:anton@climb.org">anton@climb.org</a>
<b>Phone</b>	651-999-3847
<b>Program ID</b>	79406
<b>Invoice ID</b>	

Authorized Users [digital content]	Time/Length of Digital Service Availability
Schools, Youth Serving Organizations and Families/Youth connected to these organizations.	These schools/organizations must confirm with CLIMB to receive access as the County will be invoiced based upon each confirmed school/organization according to the terms of the partnership agreement.  Access to all CLIMB-ON DEMAND digital content will be through <b>12-31-2021</b>

**PROGRAM INFORMATION****PROGRAM CONTENT**

Participants within Le Sueur County will have the option of any combination of the following program offerings:

1. **CLIMB ON-DEMAND AIS PROGRAMMING:** Fully interactive, pre-recorded lesson through CLIMB's digital learning platform. Every teacher, and parent/family within school will get their own user name and password to all of the content within including a K-2 lesson, a 3-6<sup>th</sup> Grade Lesson and other downloadable activities to support the lesson.
2. **CLIMB LIVE Digital AIS Lessons:** Using Zoom or Google Hangouts CLIMB will present 30-40 minute performance based lessons to classrooms or groups of 35 or less for grades K-12.
3. **CLIMB In-Person Interactive Classes:** CLIMB will travel to locations and present live interactive performances that educate the audience about Aquatic Invasive Species for grades K-12

**ADDITIONAL NOTES**

1. **INVOICING DATE:** Le Sueur County will be invoiced on July 1<sup>st</sup>
2. **PRICING:** Le Sueur County will be invoiced on July 1<sup>st</sup> for all confirmed programming by that date and this amount will not exceed the threshold set in the partnership agreement without prior written permission of Le Sueur County.
  - a. CLIMB ON-DEMAND ONLY- \$500 per school or organization
  - b. CLIMB LIVE DIGITAL AIS LESSONS \$100 per session \*\*\*
  - c. CLIMB In-Person Interactive Classes- \$100 per session \*\*\*

\*\*\*Any organization that books 5 or more CLIMB LIVE or In-Person Interactive Classes will have CLIMB on Demand offered to all participants at no extra charge. For example, a school wants 6 total sessions (one per grade) we would invoice at \$600 and those classrooms would also get the CLIMB-ON DEMAND access for their teachers, and families.

\*\*\* All live sessions that occur outside of school settings will be located in Le Sueur County.

3. **BOOKING/REPORTING:** As Le Sueur County schools and other youth organizations agree to participate in this programming, the Appendix A will be updated with name, date of deliver, and any other pertinent information and can be delivered to County contact upon request.
4. **COVID POLICY as it pertains to any In-Person Programming:** Organizations under agreement with CLIMB Theatre are agreeing to follow all Federal, State, and Local guidance in regards to the ongoing COVID-19 pandemic. Failure to do so will result in CLIMB Theatre terminating the agreement with all agreed upon payments owed and not refunded. CLIMB Theatre will follow all Federal, State, and Local guidance and organizations regulations, in regards to the ongoing



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COVID-19 pandemic; provided that they exceed regulations set by Federal, State and Local agencies and/or CLIMB Theatre's company policies.