



JOSÉ LIMÓN DANCE FOUNDATION, INC.
Everett Center for the Performing Arts
466 W 152nd St, 2nd Fl, NY, NY 10031
212.777.3353 | limon.nyc

Limón Outdoors Presents Terms & Conditions

Like Limón Outdoors classes, selected projects must be completely self-reliant. The José Limón Dance Foundation (JLDF) will not provide tech support, or other requests for the Artist. Compensation for Limón Outdoors Presents is exposure to the community that Limón has engaged and provided and performance experience. Artists are solely responsible for engaging / continuing to engage audiences. If selected, possible dates for Performances are Saturdays from July – August 2021. The following terms and conditions are in partnership with the Bryant Park Corporation (BPC).

PERMISSION. If selected, Artists and their collaborators are given permission to hold informal showings of works in process under 10 minutes in duration on a given Saturday date by the José Limón Dance Foundation.

Set-up, including the use of streets and sidewalks, may begin at 11:00 am (instructor on site to greet the public at this time) and strike, including the use of streets and sidewalks, shall be completed by 11:30am on each Saturday. Any equipment or materials belonging to the Artist remaining in the Park or on West 40th Street may be removed by BPC at Artist's expense. Artists and their collaborators accept the Park lawn in 'as is' condition. Performances must occur within the area prescribed by Bryant Park the morning of the Performance, which may include the northeast corner of the lawn, the gravel and stairs east of the lawn, or any location as determined by Bryant Park.

DAMAGES. In the event of any damage to the Park or Park elements as a result of the Performance, Artist is responsible for the full cost of repairing damage.

CONTACT INFORMATION. Before Artist enters the Park to prepare for Performance, Artist shall furnish JLDF with contact information, including cell phone numbers, titles and responsibilities, for the members of Artist's operations and production team involved with Events.

Artist must provide a production manager in the Park at all times work is being carried out for Performance, from set-up until end of strike, and said production manager must be available to JLDF in advance of, during, and after Performance.

HORTICULTURE PROTECTION. Artist agrees that the horticultural materials in the Park, including the gardens, lawn, ivy, trees, and planters, are essential elements of the Park, and Artist agrees to provide particular attention to those materials, take good care of them, and use its diligent efforts to avoid damaging them. Staking into the ground is not permitted. No equipment, or structures can take place or be placed in the gardens, ivy, on the lawn, or on the trees.

SOUND LEVEL. In no event shall any amplified sound be used in connection with Performance, including sound checks, rehearsals and tests.



JOSÉ LIMÓN DANCE FOUNDATION, INC.
Everett Center for the Performing Arts
466 W 152nd St, 2nd Fl, NY, NY 10031
212.777.3353 | limon.nyc

NOISE. Artist shall limit the amount of noise produced by Performance, and the set-up and strike of Performance including, but not exclusive to: (i) directing staff to not play unnecessary music or yell in the Park or on adjacent streets; (ii) preventing the unloading of trucks in an unnecessary and unreasonably noisy manner; (iii) preventing the stoppage of traffic on West 40th St. which could involve increased vehicle horn blowing.

AESTHETICS. The set-up must be as aesthetically pleasing as possible, and consistent with the normal year-round atmosphere in the Park. Plans for “dressing-up” all areas in the Park and on the streets and sidewalks that are visible to the public, including, but not limited to equipment, trash, barricades, vehicles, tents, or machinery in plain view, must be approved by BPC in advance.

SMOKING. Artist understands that smoking is prohibited in City parks, and agrees to prohibit employees from smoking while in the Park and inform participants if smoking is occurring. Smoking is allowed on sidewalks surrounding the Park.

OTHER REQUIREMENTS. Artist agrees to release, indemnify, protect, and hold harmless JLDF, BPC and the City and their respective officers, employees, agents, affiliates, successors, and assigns (collectively "Indemnitees") to the fullest extent allowed by law, from and against any and all losses, damages, detriments, suits, claims, costs and expenses including, without limitation, reasonable attorneys' fees and disbursements which Indemnitees may directly or indirectly suffer, sustain, or be subject to, or for which they may be held liable, growing out of or on account of or incident to Performance, or the preparation therefor, or cleaning up thereafter, whether such losses and/or damages be suffered or sustained by Indemnitees, either directly or by their employees, agents, affiliates, contractors, or be suffered or sustained by any other persons, including Indemnitees or their employees, agents and affiliates who may seek to hold Indemnitees liable therefor, except when such acts are caused by the gross negligence or willful misconduct of the Indemnitees. The Indemnitees shall have no liability for injury to Artist's employees or contractors, or damages to property of Artist's or its contractors whatsoever resulting from the acts of third parties, except when such acts are caused by the gross negligence or willful misconduct of the Indemnitees. Artist agrees to assume all such liability and to indemnify Indemnitees for all costs arising out of such claims for which the Indemnitees shall be released under the terms of this Agreement as indicated above.

Artist shall defend, indemnify and hold harmless Indemnitees and their respective officers, employees, agents, affiliates, successors, and assigns against any and all claims, suits, damages, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, against any of them for infringement or violation of any copyright, patent, trademark, service mark, trade dress, rights of publicity, or other intellectual or proprietary right, or any other property or personal right of any third party, in each case arising out of the use for the purpose of this Agreement of any plans, designs, drawings or specifications furnished by Artist in the performance of this Agreement.

These indemnification provisions shall survive the termination or expiration of this Agreement.