Letter of Agreement
Between
The Pensacola Opera
And
The University of West Florida

The Pensacola Opera ("Opera") and The University of West Florida Board of Trustees, a public body corporate ("University" or "UWF") are pleased and excited to sign this Letter of Agreement ("Agreement") to establish a cooperative relationship, and the parties agree to the following:

1. This Agreement is effective beginning with the 2004-2005 season and will continue for one year. This Agreement may be renewed by the parties for additional one year periods.

2. The guiding principle of this cooperative relationship is mutual support between the Pensacola Opera and the University of West Florida in order to enhance the quality of life in the entire Northwest Florida region by enhancing both parties' commitment to the performing arts, to performing arts education, and to community service. The Opera and UWF are committed to a collaboration that enhances and promotes the cultural aspects of the region by striving towards a professional level of excellence in the performing arts and performing arts education. Toward that end, the Opera and UWF agree that a primary goal of this collaboration is to share resources, including but not limited to personnel, space, marketing, knowledge and skills.

3. The details of the collaboration between the Pensacola Opera and the University of West Florida will be monitored by using mutually acceptable accounting practices with the understanding of both parties that contributions in kind will form the primary means of exchange and support between the two entities. Both parties agree to monitor closely the financial obligations this collaboration entails and that a free and open flow of information and communication between the parties is essential to the success of the relationship.

4. Specific areas of support are listed below. Some of these areas delineate items specific to the 2004-2005 season; some items delineate areas of long-term and on-going collaboration in the event the Agreement is renewed.
The Pensacola Opera will provide UWF:

• Teaching hours from Pensacola Opera’s Director of Education and Community Outreach – 2 classes per week (one hour each) for one semester – to be evaluated at semester end.
• Listings in all Pensacola Opera programs and promotional materials in which UWF is prominently identified as the Opera’s University Partner.
• One full-page ad in the Opera season program for advertising purposes. Additional editorial space as agreed on to introduce and describe our collaboration.
• The Artistic Director of the Opera, or other Opera personnel as appropriate, will offer, at a minimum, two Master Classes at UWF during the Opera’s season. In addition, other Master Classes or special educational opportunities will be offered as needed (e.g. a Business of Singing and Arts Administration class which might be offered by the Executive Director of the Opera).
• Season tickets – 8 sets of season tickets provided by the Opera to the University for distribution by the Head of Fine and Performing Arts.
• Collaborations with the Department of Art at UWF for “Gallery Talks – The Art of Opera” – in conjunction with Pensacola Museum of Art. In the future, the Opera and UWF could explore integrating these talks with the UWF “Writers in the Gallery” program.
• Use of qualified students in our artists in residence program (both technical staff and singers).
• Work with the University to form a solo and ensemble festival, which would provide an important recruitment tool for the university.
• Discounted tickets for university students - $5.00 tickets to UWF students in a designated section.
• Student internships for technical staff and support as needed. These internships may be in the area(s) of stage management, props, lighting, scenery, costumes. Internship placements will follow the standard internship guidelines already in place at the University.
• Art integration workshops to music/theatre faculty as appropriate (e.g. opera improvisation training and/or demonstrations using artists in residence during the Opera’s 2005-2006 season).
• Collaborations on outreach productions – Seaside, Destin, OWCC.
• Credit opportunities for students attending operas and assistance evaluating reaction papers if necessary.
• Opera educational preview for students before mainstage Sunday matinees.
• Opportunities for UWF students to participate in opera chorus or ensembles as appropriate for UWF credit.
The University of West Florida will provide the Pensacola Opera:

- Assistance with grant writing and/or consultation hours to evaluate grants in progress.
- Placement of an Honors student as an Opera Intern - one each semester.
- Assistance with the graphic design of brochures, newsletters or other printed marketing materials.
- Tickets to Fine and Performing Arts events – 6 sets of tickets to Theatre Department shows performed in the MainStage and Music Department concerts/recitals performed in the Music Hall, provided by the University to the Opera for distribution by the Executive or Artistic Director of the Opera.
- Meeting and performance space within the Fine and Performing Arts facility, on a space-available basis, as needed and as possible for concert performances, fundraising events, educational activities (ex: opera for the girl scouts), highlights and previews, artists in residence, etc.
- Appropriate collaborations with UWF’s Japan Center in conjunction with the Opera’s performance of Madame Butterfly in 2005.
- One page of free advertising space in UWF Playbills.
- If possible, video taping or other archiving of mainstage productions and educational outreach programs.
- Use of appropriate technical facilities, as well as appropriate professional and student assistance, regarding technical theatre matters, such as set building and/or restoration or lighting/sound design.
- Use of appropriate technical facilities, as well as appropriate professional and student assistance, for costume related matters, such as set building and/or restoration or borrowing from existing stock.

5. Cancellation. Either party may cancel this Agreement at any time with 60 days written notice.

6. Assumption of Risk. Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Each party also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with that party or otherwise acting or engaged to act at the instance of that party in furtherance of fulfilling obligations under this Agreement.
7. Relationship of Parties. It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners between the parties hereto, or as constituting either party as the agent or representative of the other party to any contracts or other obligations. The Opera shall not expressly or impliedly represent to any third party that the Opera and University are legal partners or that Opera is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

The duly authorized representatives of the parties execute this Letter of Agreement this 11th day of March, 2005.

University of West Florida
Board of Trustees, a Public Body
Corporate
By: 

[Signature]
Authorized Signature

JOHN C. CAVANAUGH
Name (Please Print)

PRESIDENT
Title

The Pensacola Opera

By: 

[Signature]
Authorized Signature

SHERRIE MITCHELL
Name (Please Print)

EXECUTIVE DIRECTOR
Title

APPROVED AS TO FORM AND LEGALITY:

[Signature]
W.F. ATTORNEY