

# DVS Community Clinics — Sample Host Agreement

## Memorandum of Understanding (MOU)

### BETWEEN:

**DVS Studios LLC** (doing business as *DVS Creates*), hereinafter referred to as "DVS",

### AND:

The Hosting Institution / Band Booster Organization listed in the execution block, hereinafter referred to as the "Host".

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## 1. Purpose & Scope

The purpose of this agreement is to establish a mutual partnership to execute a regional color guard fundamental and performance clinic (the "Clinic"). DVS agrees to provide elite instructional personnel, registration management, and custom educational curriculum. The Host agrees to provide physical facilities and regional marketing outreach.

## 2. Clinic Formats & Revenue Split Algorithm

The Clinic will follow one of two structural tracks, to be finalized upon booking confirmation:

- **The 1-Day Format:** Consists of a private instruction block for the Host Roster (Day 0) and one (1) full multi-discipline open clinic day. Registration is fixed at **\$25.00 per student**.
- **The 2-Day Format:** Consists of a private instruction block for the Host Roster (Day 0) and two (2) consecutive progressive open clinic days. Registration is fixed at **\$40.00 per student** for a 2-day pass, or **\$25.00** for a single-day pass.

### The Payout Scale

All registration processing is managed digitally by DVS. The Host's fundraising donation is determined by the total number of **paying outside registrations** (excluding the Host's internal roster, who receive complimentary tuition):

Total Paying Attendees	Host Donation Percentage	DVS Operational Share
0 – 10 students	20% of gross ticket revenue	80% of gross ticket revenue
11 – 20 students	22.5% of gross ticket revenue	77.5% of gross ticket revenue
21 – 40 students	25% of gross ticket revenue	75% of gross ticket revenue
41+ students	30% of gross ticket revenue	70% of gross ticket revenue

*Disbursement:* DVS will issue the final donation check or electronic transfer to the Host's designated Band Booster or School Account within **14 business days** of the Clinic's conclusion, accompanied by a transparent registration manifest.

### 3. Responsibilities of DVS

- **Instructional Excellence:** DVS will provide all masterclass-level instruction across Dance, Flag, Sabre, and Rifle blocks, integrating physical fundamentals with stage presence, artistry, and performance psychology.
- **Infrastructure:** DVS handles the online registration portal, digital ticketing, payment processing, and credit card transaction fees.
- **Marketing Collateral:** DVS will supply the Host with professional digital promotional flyers and swipe copy to distribute to regional networks.

### 4. Responsibilities of the Host

- **Facility Access:** The Host must secure a clean, indoor gymnasium space with adequate ceiling clearance for standard weapon/flag tosses (minimum recommended height: 20 feet) and functioning climate control. Access must include adequate restrooms and breakout spaces for separating equipment blocks if necessary.
- **Local Recruitment:** The Host agrees to actively distribute Clinic marketing materials to local circuits, neighboring school districts, and independent winter guard networks. *Achieving registration numbers to maximize fundraising percentages is the sole responsibility of the Host.*
- **On-Site Supervision:** The Host must ensure a school-approved director, staff member, or booster parent is physically present at the facility for the entirety of the weekend to handle emergency logistics, facility security, and local student check-ins.

### 5. Travel, Logistics, & Boundaries

- **Travel and Board:** The Host is responsible for securing and covering the clinician's travel costs to the site (mileage at the standard IRS rate or round-trip airfare) and lodging.

- **The Community Option:** To keep costs low for the Host program, a private, clean, and secure *homestay / guest house* provided by a trusted booster family or director is fully acceptable in lieu of a commercial hotel reservation.
- **Minimum Attendance Threshold:** If fewer than **10 outside student registrations** are confirmed seven (7) days prior to the event, DVS reserves the right to coordinate with the Host to either cancel the public tracks and convert the weekend into a flat-rate private intensive, or reschedule to a mutually agreeable date.

## 6. Intellectual Property & Media Release

- **Curriculum Ownership:** All operational structures, choreography fragments, technique exercises, and printed/digital educational materials provided by DVS remain the strict intellectual property of DVS Studios LLC.
- **Media Rights:** The Host grants DVS the right to capture high-fidelity photography and video recordings during the clinic weekend for use in professional educational portfolios, marketing materials, and digital training platforms.

## 7. Liability & Insurance

The Host maintains primary liability insurance coverage for the physical facilities, equipment, and all participating students under their standard school district or institutional general liability insurance policy. DVS Studios LLC carries independent professional liability insurance. DVS is not liable for injuries resulting from standard athletic movement, equipment drops, or failure of the host facilities.

## 8. Execution of Agreement

By signing below, both parties acknowledge that they have read, understood, and agreed to the operational and financial structures outlined in this Memorandum of Understanding.

### For DVS Studios LLC:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### For The Hosting Institution / Boosters:

Authorized Name: \_\_\_\_\_ Position: \_\_\_\_\_

School/Organization Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_