



**AFFILIATION AGREEMENT BETWEEN  
SPARTANBURG PHILHARMONIC AND CONVERSE COLLEGE  
December 2018**

**THIS AFFILIATION AGREEMENT** (“Agreement”) is effective as of the 1st day of December, 2018, by and between **Converse College** (hereinafter referred to as “Converse”) and the **Spartanburg Philharmonic**, a nonprofit corporation organized and existing under the laws of the State of South Carolina, with a registered office address of 200 East Saint John Street, Spartanburg, South Carolina 29306 (hereinafter referred to as the “Philharmonic”).

**PURPOSE:** The purpose of an affiliation between the Spartanburg Philharmonic and Converse College is to share resources to the mutual benefit of both organizations.

**MAJOR GOALS FOR THIS AFFILIATION:** The major goals for this affiliation are: a) to provide excellence in arts education by both the Spartanburg Philharmonic and Converse College (herein jointly referred to as “collaborators”) for the benefit of the general public, and b) to share resources where possible to the benefit of both of the collaborators.

**BASIC FRAMEWORK FOR THIS AGREEMENT:**

- 1. Term of Agreement:** The term of this Agreement shall be for a period of three (3) years, commencing on the \_\_\_ day of \_\_\_\_\_, 2018 and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Term”).
- 2.** Both parties will continue to operate as completely independent entities, and neither may serve as an agent for the other. Spartanburg Philharmonic will continue to function independently as a nonprofit organization under its 501(c)3 status and Converse College will continue its function as a private, non-profit educational institution. Neither party shall assign, sublet, or otherwise transfer in whole or in part this Agreement
- 3.** Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and signed by authorized representatives of the parties hereto.

4. The laws of the State of South Carolina shall govern the validity, performance, and enforcement of this Agreement, and this Agreement shall be construed pursuant to such laws, without giving effect to conflict of laws principles.
5. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.
6. This Agreement constitutes the entire understanding between the parties. No other terms and conditions, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon the parties, unless and until such terms and conditions have been specifically accepted in writing by both parties.
7. Philharmonic will function at its current office at 200 E. St. John Street Spartanburg, SC. The Petrie School of Music will continue to be the location for rehearsal activity.
8. The collaborators will meet once each year before May 31 to review this agreement and make changes as necessary for the following year, such changes are subject to Section 2 above.
9. To the extent possible, Spartanburg Philharmonic and Converse College would carry notice of a joint affiliate designation on various print materials each year highlighting this affiliation, in the form and format as agreed to each year by the collaborators. Additionally, Spartanburg Philharmonic would list Converse College as a Season Sponsor in all printed and electronically distributed materials.
10. Space:
  - 10.1 Converse will reduce for the Philharmonic its performance and rehearsal rental fee as designated in its standard use agreement for Twichell Auditorium by 10% contingent upon the Philharmonic setting the dates for its use of the space by May 31 for any use of Twichell or the Lawson Academy beginning in October of that same year and paying the fees for such uses for the year by September 1<sup>st</sup> for the year.
  - 10.2 Philharmonic understands and agrees that Converse's events and any scheduled event that will earn the college more than \$\_\_\_\_\_ must take precedent in the use of Twichell and the Lawson Academy. As part of this Affiliation Agreement, Converse will give the Philharmonic priority status when scheduling Philharmonic events in Twichell and Lawson for any dates and contracts set and paid in advance by February 1st of that fiscal year
  - 10.3 Converse College will provide space for auditions in Daniel Recital Hall four times each year to the Spartanburg Philharmonic at no cost.
11. Staffing:
  - 11.1 Converse to provide all house personnel necessary for the concert including: 10 trained student ushers and security personnel for each Twichell concert
  - 11.2 Converse will provide two technicians at each rehearsal and performance
  - 11.3 House Manager would train all ushers with General Manager of the Philharmonic present
  - 11.4 Box office to be staffed 10 months, August to May annually

**12. Tickets:**

- 12.1 Converse will provide 4 tickets at no cost to all Carlos Moseley Series concerts
- 12.2 Spartanburg Philharmonic will provide 20 tickets for each Classics concert offered by the Philharmonic for Petrie students
- 12.3 Spartanburg Philharmonic will provide 20 tickets for each Classics concert offered by the Philharmonic for Faculty/ Staff
- 12.4 All Converse Faculty, Staff, and student would be eligible for half-price tickets

**13. Spartanburg Youth Orchestra**

- 13.1 Converse and the Philharmonic will collaboratively explore supporting the Spartanburg Youth Orchestra, including rehearsal and performance space
- 13.2 Free rental/access to instruments for youth orchestra as available, pending Converse's maintenance and liability

**14. Education**

- 14.1 Spartanburg Philharmonic will revitalize the Apprentice program where, at the recommendation of Converse faculty, their students can audition for several spots that we would keep open for their musicians, not limited to string section
- 14.2 Spartanburg Philharmonic will continue to open Rehearsals to Converse classes on campus

**15. Marketing**

- 15.1 Free cross marketing opportunities when they exist, including:
  - 15.1.1 Links from [culture.converse.edu](http://culture.converse.edu) to the Philharmonic subscription page
  - 15.1.2 Ad Exchanges for Carlos Moseley Series and Spartanburg Philharmonic's Classics Series
  - 15.1.3 The Philharmonic will provide one full page color advertisement in each program for the Carlos Moseley Chamber Music Series
  - 15.1.4 The Philharmonic will provide one half-page, color advertisement in each program for the Lawson Academy
  - 15.1.5 The Philharmonic will provide one half-page, color advertisement in each program for the School of the Arts at Converse College

**16. Other**

- 16.1 Piano regularly maintained, especially if the Philharmonic requires use in a particular season
- 16.2 All concerts to be recorded for free to be mutually beneficial for Converse to be able to use as marketing collateral and for the Philharmonic to do the same
- 16.3 Continual use of instruments (already established) at no cost such as organ, bass drum, etc.
- 16.4 New music faculty hired by Converse College may have a private audition to join the Philharmonic, Spartanburg Philharmonic Music Director has first right of refusal

- 16.5 All new musician hires for the Philharmonic or for the Petrie School of Music will be discussed in advance of posting for possible collaborative position support
- 16.6 The Philharmonic and Converse College will partner for the February 2019 dedication event to honor the Zimmerlis in the renaming of the performance venue

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