

Emotion Into Art™ Performance Agreement

This Performance Agreement is made and entered into on October 29, 2025 by and between:

Artist:

Tom Varano
270 Overland Trace Dr.
Montgomery, TX
77316

Sponsor:

Walkill Central School District
1500 Route 208
Walkill, NY 12589

The parties hereby agree to engage in a performance partnership for the presentation of Emotion Into Art™, subject to the following terms and conditions.

1. Location of Engagement

SEE ATTACHED CHART

2. Event Access

The Artist shall be granted access to the performance venue no less than 1.5 to 2 hours prior to the scheduled event time to allow for setup and preparation.

Set Up Time:

SEE ATTACHED CHART

3. Date of Engagement

SEE ATTACHED CHART

4. Time of Engagement

SEE ATTACHED CHART

5. Type of Engagement

SEE ATTACHED CHART

6. Materials and Equipment

The Artist agrees that it is their responsibility to provide all equipment necessary for the performance, unless otherwise specified and agreed upon in advance with the Sponsor.

7. Venue Requirements

The Sponsor shall provide a suitable venue for the performance, which may include, but is not limited to, a gymnasium, auditorium, cafeteria, multipurpose room, or conference room. The venue must offer a clear, unobstructed performance area adequate for the Artist's setup and the anticipated audience size.

The Sponsor shall ensure that the venue is safe, clean, and properly equipped with appropriate sound and lighting, and that standard electrical access is available near the performance area. Any venue

limitations, restrictions, or special conditions must be communicated to the Artist in advance of the event.

Agreed Venue Type: SEE ATTACHED CHART

8. Fee Agreed Upon

The Sponsor agrees to pay the Artist a total performance fee of \$35,000 for ten (10) Emotion Into Art™ presentations, at a rate of \$3,500 per performance. A deposit of \$3,500 is due within two (2) weeks of signing this agreement, after which the remaining balance of \$31,500 shall be due according to the payment schedule outlined herein.

9. Payment Terms:

Payment must be made within three (3) to five (5) business days of the completed Positive Programming event. A 1.5% late fee will be applied to undisputed payments not received within thirty (30) days of the performance date, and a new invoice will be issued to reflect the updated amount. All payments shall be made by check payable to Varano LLC, unless otherwise arranged and agreed upon in writing

by both parties. Any adjustments to the agreed-upon fee or payment terms must be mutually approved in writing prior to the event date.

Please make checks payable to:

Varano, LLC.

270 Overland Trace Dr.

Montgomery, Texas 77316

10. Deposit

The Sponsor agrees to pay a deposit equal to 10% of the total performance fee at the time of booking to secure the date of the Emotion Into Art™ presentation. Due within two (2) weeks of signing this agreement. The deposit is non-refundable, except in the event the Artist cancels the performance. The remaining balance of the performance fee shall be paid according to the terms outlined in the Fee Agreed Upon section.

11. Artist Insurance

The Artist represents and warrants that they are fully insured and will maintain insurance during the term of this Agreement as recommended by the Sponsor's insurance adviser.

Proof of insurance will be provided to the Sponsor upon request.

12. Indemnification

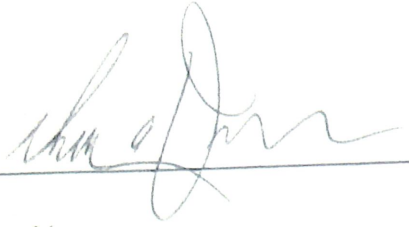
The Artist shall indemnify, defend, and hold harmless the Sponsor, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Artist or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of Sponsor, its employees, students or administrators by the Artist, Artist must promptly reimburse the Sponsor for the full cost of any notifications the Sponsor is required to make as a result of the breach or unauthorized release.

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13. Governing Law
This Agreement shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

Artist:

Signature:



Name: Tom Varano

Title: CEO, Artist

Date: 11/7/25

Sponsor:

Signature:



Name:

Anthony White

Title:

Superintendent of Schools

Date: 11/10/25



School/Event Name	Superintendent's Conference Day	Wallkill High School	John G. Borden Middle	Ostrander Elementary School	Leptondale Elementary School	Plattekill Elementary School
Date of Performance	November 26	December 1	December 2	December 3	December 4	December 5
Start Time(s) (set up will be 2 hours before start time)	10:00-11:30 AM	Show 1: 8-9 AM Show 2: 1:15-2:15 PM	8:00-9:00 AM	Show 1: 9:15-10:15 AM Show 2: 1:30-2:30 PM	Show 1: 9:05-10:05 AM Show 2: 12:40-1:40 PM	Show 1: 9:05-10:05 AM Show 2: 1:30 PM-2:30 PM
Location of Performance (Address)	90 Robinson Dr, Wallkill, NY 12589	90 Robinson Dr, Wallkill, NY 12589	109 Bona Ventura Ave, Wallkill, NY 12589	137 Viola Ave, Wallkill, NY 12589	48 Mill St, Wallkill, NY 12589	1270 NY-32, Plattekill, NY 12568
Venue (Gym or Audi.)	Auditorium	Auditorium	Auditorium	Gymnasium	Gymnasium	Gymnasium
Grades	Staff	Show 1: 9-10 Show 2: 11-12	7-8	Show 1: 4-6 Show 2: PreK-3	Show 1: 4-6 Show 2: Prek-3	Show 1: 4-6 Show 2: Prek-3