



## **Performance Contract 2025 Bisbee New Years Eve**

This agreement is made 4/22/25 between **Flam Chen** (herein referred to as **FC, FLAM CHEN** or “**ARTIST**”) and **City of Bisbee, Bisbee Arts Commission** (herein referred to as “**PURCHASER**”) is mutually agreed between the parties as follows:

The **PURCHASER** hereby engages the **ARTIST** and the **ARTIST** hereby agrees to provide the entertainment presentation (i.e. performance) herein described, upon all the terms set forth.

The contract below will serve as an agreement to outline and specify the exact performance to be provided by **Flam Chen**.

### **PERFORMANCE OUTLINE:**

**1) Location of Performances:** **Workshop:** TBD. **Parade Route:** Jonquil Motel at 317 Tombstone Canyon Road in Bisbee, Arizona to City Park. **Circus Performance:** City Park at 62 Brewery Avenue in Bisbee, Arizona.

### **2) Date and Time:**

**Workshop:** Dec. 30 TBD

**Parade:** Dec. 31 2025 from 9 pm to 10 pm

**Circus Performance:** Performance will occur on Dec. 31 2025 between 10 pm to 12 am in City Park at 62 Brewery Avenue, Bisbee, Arizona

### **3) Performance Details:**

**Workshop:** 2 hour circus arts-related workshop for public

**Parade:** Participation in parade from Jonquil Motel to City Park for up to 1 hour

**Circus Performance:** 30 minute staged performance in City Park to include stilt walkers, LED props and aerial acrobatics.

*Please see Addendum A for more specific details about performance.*

**3) Number of people performing: 5**

**4) Number of crew needed: 3: 1 Sound Operator/ 1 Light Operator/ 1 Rigger**

**5) Music presented by Flam Chen**

**Purchaser agrees to provide the following elements:**

**A) Hospitality**

The Purchaser must provide the following to **FC**, free of charge:

1. Chilled bottled water or a reasonable source of such.
2. Purchaser will furnish a comfortable, secure, and **private dressing room** with power supply and bathroom access.
3. Hotel rooms or BNB for 5 persons within 2 miles of venue.

The above hospitality requirements must be available for Flam Chen immediately upon arrival at the specified load in time for show.

**B) Media/Documentation**

1. **FC** and their personnel shall maintain 100% control of the production and presentation of the performance, which includes the following provisions:

We stipulate the **Creative Commons Agreement Attribution (by)**

<http://creativecommons.org/>

**FC** and Purchaser make the agreement to agree by consensus as to which images are labeled as “best” and for “marketable use”

2. The volume of the performance, both on-stage and through the house system, shall be determined by consensus.
3. **FLAM CHEN** reserves the right to be 15 minutes off schedule during event due to any safety issues around the performance

**C) Preparation of Venue**

1. Due to the varied nature of **FC** performances the follow- following minimum standards will remain constant to the preparation of said venue:
2. **FC** will have access to said venue from 12/30/25-1/1/26
3. Artist will have complete access to the venue and its resources.
4. Purchaser must provide performance area **20ft x 20ft minimum** with clear overhead 15 ft. clear of any flammable materials or obstructions.  
The ground surface must be non-slippery and clear of obstacles and trip hazards.
5. Purchaser must provide access to power, a PA system with input for IPAD or iPhone for playback.
6. Purchaser must provide wash lights for the performance area.

**D) Cost/Payment- this contract is to serve as an Invoice.**

1. All payments are to be made to **Flam Chen**.

**Check:** P.O. Box 15 Tucson, AZ 85702

Zelle: [uberhagen2323@gmail.com](mailto:uberhagen2323@gmail.com) (with memo- Bisbee NY)

2. The cost of the above-mentioned show shall be **\$6000 USD.**

**Non- refundable production deposit of \$3000 due upon signing of this contract.**

**Balance of \$3000 Due upon completion of performance.**

**E) Warranties and Representations**

- 1) A representative of the purchaser capable of making any decisions pertaining to this contract must be present at the place of performance from the time of **FLAM CHEN's** load-in through the time of their load out. This representative must have copies of this entire agreement together with any and all information pertaining to this engagement in his/her possession ( i.e. insurance documents, technical specifications, safety requirements, permits, etc.).
- 2) In the event the **PURCHASER** refuses or neglects any of the items herein stated and/or fails to make any of the payments as provided herein, **FC** shall have the right to refuse to perform this contract and shall retain any amounts heretofore paid to them or their representative by the **PURCHASER**. The **PURCHASER** will, in this circumstance, remain liable to **FC** for the agreed full price. In addition, if on or before the date of any scheduled performance, the **PURCHASER** has failed, neglected, or refused to perform any contract with any other performer for an earlier engagement, **FC** shall have the right to demand payment of the guaranteed compensation forthwith. If the purchaser fails or refuses to make such payments forthwith, The **ARTIST** shall have the right to cancel this engagement by notices to the **PURCHASER** to that effect. In such an event, the Artist shall retain any amounts heretofore paid in his/her name to the **ARTIST** by the **PURCHASER**.
- 3) **FC's** obligations thereunder are subject to detention or prevention by extreme tragedy that would create the inability to perform, Acts of God, riots, strikes, labor difficulty, epidemics, any act of public authority, or any other cause, similar or dissimilar, beyond their control.
- 4) Should the **PURCHASER** cancel this engagement in any circumstance other than an Act of God or for a similar reason beyond the **PURCHASER's** control, the **PURCHASER** shall immediately remit to **FC** a check in the amount of 50% of the final payment agreed upon by the parties.
- 5) The **PURCHASER** hereby warrants that he/she is of sound mind and age to enter into this binding contract.
- 6) **One complete digital copy of this agreement, executed by Purchaser must be received by FC no later than 6/1/25.**

If said documents are not received by this date, **FC** shall have the right to cancel this engagement by notices to **Purchaser** to that effect.

- 7) In the case of any conflict of terms, the terms contained within contract shall prevail over all others. All the terms of this contract are specifically accepted by **Purchaser**, unless they are waived by **FC** or their representative. Such a waiver shall be effective

only if initialed by **FC** or their representative. Please note that none of the requirements of this contract can be invalidated by the failure of **FC** personnel to advance the engagement with any Purchaser's production staff member. Failure to provide any of the requirements of this contract may result in the cancellation of **FC** performance. In case of such cancellation, the **PURCHASER** shall remain liable for full payment to the **ARTIST**.

- 8) The correct billing for **FLAM CHEN** in all promotional materials is "**FLAM CHEN**"
- 9) Nothing in this agreement shall preclude or affect any future or additional agreements between **FLAM CHEN** and **Purchaser**.
- 10) All the provisions of this agreement regarding its entirety and its attachments shall be memorialized in writing.

Accepted and agreed

*Anna Clin for Ken Budge* (purchaser) 4-19-2025 (date)  
*Ken Budge, Mayor*

Accepted and Agreed



(artist) 4/22/25 (date)

**FLAM CHEN**  
**P.O. Box 15**  
**Tucson, AZ**  
**85702**

Artistic Director Nadia Hagen: 520-312-1448  
[uberhagen2323@gmail.com](mailto:uberhagen2323@gmail.com)

Technical Director Paul Weir: 520-272-9041  
[info@flamchen.com](mailto:info@flamchen.com)  
<http://www.flamchen.com>

EIN # 26-3520307



## Flam Chen Performance Detail Bisbee New Years Eve 2025

Flam Chen is an innovator in New Circus. We have been producing , touring and performing in the US and Internationally for over 27 years. We are dedicated to community engagement and festal culture.

### Bisbee New Years Eve

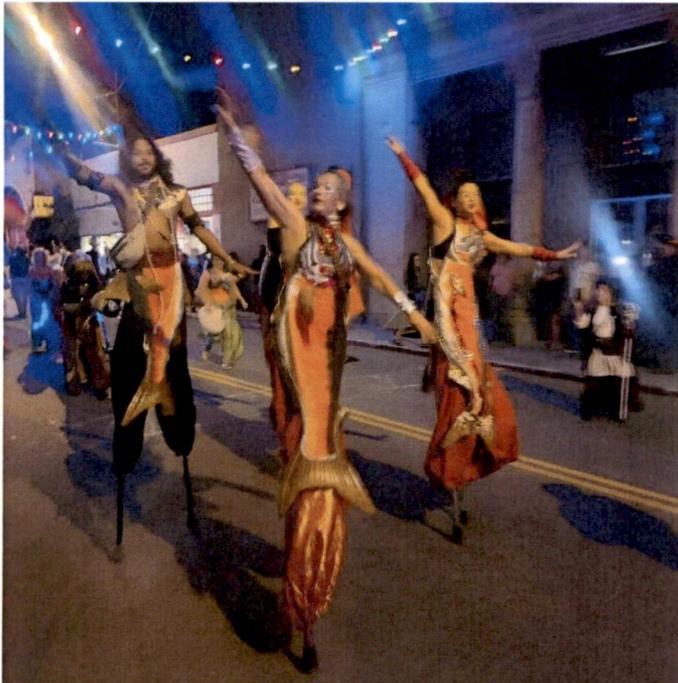
#### Components:

**Stilt Walking-** Characters on stilts walk in the parade.

All our stilts are made locally by Daddy Long Leg Stilts. We make peg stilts that are between 2.5 and 3 feet high

Stilt Walking is a traditional art form that exists in every part of the world.

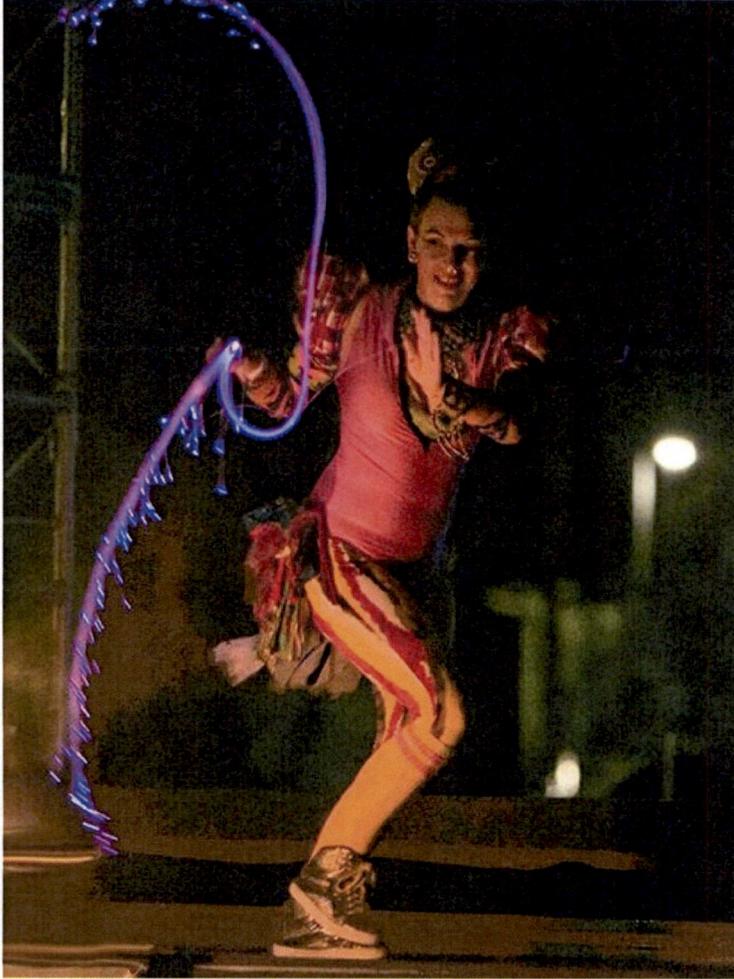
Flam Chen has led the **Return of the Mermaids Parade** for the last 3 years as part of Pirate Weekend in Bisbee.



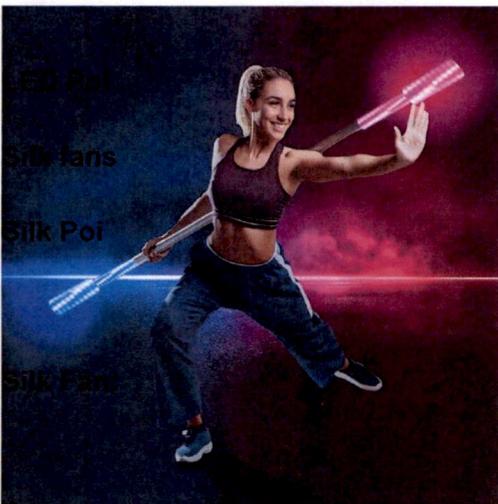
**PROPS**

Prop Manipulation is an integral part of Circus Art. LED props have a battery operated light component that adds to their visual appeal.

**LED whip**



**LED staff- Carbon fiber or plastic staff with battery-operated light component.**



**Silk Fans:** Long lengths of silk fabric are attached to hand held wooden fans and swirled around the body.



**Aerial Acrobatics:**

Aurelia Cohen is a Bisbee resident and premiere aerial acrobat with over 20 years of experience. She is also an experienced rigger and safety professional.

Aerial rigs can be placed in most spaces that have adequate overhead allowance.

Acrobats suspend themselves from Tissu (silk) and Lyra (Metal Hoops). Equipment is fabricated specifically to be load bearing for circus work.

