

**BAY SECTION OF CALIFORNIA MUSIC EDUCATORS ASSOCIATION
INDEPENDENT CONTRACTOR AGREEMENT FOR MUSIC FESTIVAL ADJUDICATION**

This Independent Contractor Agreement for Music Festival Adjudication (this “Agreement”) is entered into on October 15, 2018, for the period of January 1, 2019 through May 31, 2019 (the “Festival Season”) by and between the Bay Section of California Music Educators Association, a California Non-Profit Corporation (“CMEA Bay Section”) and

_____ (individual, a “Party”; collectively, the “Parties”).
First and Last Name

RECITALS

WHEREAS, Adjudicator is an educator and/or musician by profession, a highly-skilled musician, and an active member of the National Association for Music Education;

WHEREAS, CMEA Bay Section desires to retain Adjudicator for adjudicate one (1) or more music festivals held by CMEA Bay Section during the Festival Season;

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Services: CMEA Bay Section retains Adjudicator to perform the following services during the Festival Season:
 - A. Adjudicator will adjudicate one (1) or more festivals held by CMEA Bay Section during the Festival Season. To be eligible to adjudicate a festival, Adjudicator will have previously completed his/her initial training assignment and/or the requisite adjudication workshop and will have familiarized himself/herself with the Adjudication Guidelines, which will assist the Adjudicator in developing his/her adjudication techniques when rendering services to CMEA Bay Section and to other associations.
 - B. Adjudicator will acquire, repair, and maintain the necessary tool for adjudication, a quality digital recorder using a standard SDHC card, at the Adjudicator’s sole cost and expense, the same of which may be utilized by Adjudicator in adjudicating festivals held by other associations; and
 - C. Adjudicator is free to perform the same or similar services outside of CMEA Bay Section. Adjudicator agrees to provide his/her dates of availability during the Festival Season to CMEA Bay Section so that CMEA Bay Section may provide any available assignments to Adjudicator for consideration.
2. Expenses: Adjudicator shall be solely responsible for any expenses, including, but not limited to, car-related expenses, incurred by Adjudicator as a result of the services rendered under this Agreement.
3. Compensation: In consideration for the services to be performed, the CMEA Bay Section agrees to compensate Adjudicator at a flat rate of \$425.00 per music festival day, as adjudicated by Adjudicator during the Festival Season.
4. Taxes: Adjudicator shall be responsible for paying any applicable taxes, duties, or assessments imposed upon the services rendered hereunder by any federal, state, local, or foreign government authority.
5. Relationship of the Parties: Adjudicator shall be an independent contractor of CMEA Bay Section, and nothing in this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the Parties.
6. Term and Termination: The terms of this Agreement shall commence on the effective date and shall continue through the conclusion of Festival Season. Either Party shall have the option to terminate this Agreement at any time, for any reason, upon written notice to the other Party.
7. Non-Restrictive Relationship: Adjudicator may provide the same or similar services described herein to other associations, and is encouraged to do so by CMEA Bay Section.
8. Indemnification: Adjudicator shall defend, indemnify, and hold harmless CMEA Bay

Section, its officers, directors, employees, subcontractors, agents, and representatives, from and against any and all claims of any kind, losses, damages, liabilities, obligations, interest or expenses, including reasonable legal fees and expenses (collectively, "Claims"), as incurred, payable promptly upon written request, to the extent arising or resulting from this Agreement or the services to be performed hereunder.

9. Notices: All notices and other communications shall be in writing and shall be given when (i) delivered in person; (ii) sent by mail; or (iii) transmitted by e-mail.
10. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles of conflict of law. Client submits to the exclusive jurisdiction of the federal and state courts located in the State of California.
11. Arbitration and Mediation: In the event of any dispute arising from or relating to this Agreement, the Parties shall use their best efforts to settle the dispute. The Parties shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of thirty (30) days, then, upon written notice by either Party to the other, all disputes, claims, questions, or differences shall be settled by final and binding arbitration administered in the State of California, before a single arbitrator, and in accordance with the American Arbitration Association Rules then in effect. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the subject matter thereof. If any Party to this Agreement seeks to enforce its rights under this Agreement, the prevailing Party or Parties shall be entitled to recover reasonable fees, costs, and expenses incurred in connection therewith, including, without limitation, the arbitration fees, costs, and expenses of attorneys, accountants, and experts, to the extent permitted by applicable law.
12. Waiver of a Jury Trial: Each party knowingly, voluntarily, and intentionally waives any rights it may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with this Agreement, or any course of conduct, course of dealing or statement (whether verbal or written) relating to the foregoing. This provision is a material inducement for the Parties to enter into this Agreement.
13. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered electronically or by facsimile (including without limitation transmission by PDF or other fixed image form) will be binding to the same extent as an original signature page.
14. Entire Agreement: The Agreement embodies the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered effective as of the date first set forth above.

ADJUDICATOR:

CMEA BAY SECTION

[Provide signature via email as PDF]

By: Robert Calonico
Its: Adjudication Director

Bay Section of California Music Educators
Association, Independent Contractor Agreement