



## Instructor Contract

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|---|---|
| NAME: Elizabeth D'Onofrio                         | TERM: Summer 2020   |
| ADDRESS: 5391 Palmetto St.<br>Ft. Myers, FL 33931 | LOCATION: Centers for the Arts Bonita Springs<br>26100 Old 41 Rd & 10150 Bonita Beach Rd. |
| TELEPHONE # 825-508-1243                          | Bonita Springs, FL 34135  |
| E-MAIL: donofriday@gmail.com                      | NUMBER OF COURSES: 3  |
| SOC. SEC. On File                                 | Students: Min: 4 Max: 15  |
| SALARY RATE: \$25.00                              | PAYMENT SCHEDULE: End of course w/ Invoice  |

The following dates and course(s) have been agreed upon by Centers for the Arts Bonita Springs (CFABS) to be part of the 2020 summer session. The specific dates and times for course(s) are listed, along with any exceptions to above criteria.

| Day | First Day | Last Day | Time        | Session | Title/Level                                |         |
|-----|-----------|----------|-------------|---------|--|---------|
| Mon | 5/18/20   | 6/15/20  | 6:30-8:30pm | 4wk     | Cold Reading & Monologue Study - Level All | No 5/25 |
| Mon | 6/22/20   | 7/20/20  | 6:30-8:30pm | 5wk     | Cold Reading & Monologue Study - Level All |         |
| Mon | 8/10/20   | 8/31/20  | 6:30-8:30pm | 4wk     | Cold Reading & Monologue Study - Level All |         |

The instructor will provide CFABS with a detailed prospectus/course outline, as well as a materials list for above-noted course(s) with 2 weeks of this contract being fully executed.

I, the undersigned, will indemnify, defend and hold harmless CFABS, its employees, volunteers and any other representative, from and against any and all actions, in law or in equity, from liability or claims for damage or judgments to any person or property that may result now or in the future from the conduct of this event.

Furthermore, I do hereby release, discharge and hold harmless CFABS, its employees, volunteers and any other representatives, of and from any and all claims, demands, actions, causes of actions and suits at law or in equity for and on account of any injuries, damages or accidents sustained by me while participating in or being a spectator of any activity or event sponsored by CFABS. I know that in participatory activities, injuries may occur, and I understand all injuries sustained and costs incurred therein must be paid by my personal insurance company or me. I, as an instructor, understand I am an independent contractor and not an employee of CFABS and thereby waive any claim to workman's compensation.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

The undersigned agrees not to solicit CFABS students for private instruction without prior authorization from CFABS.

CFABS occasionally takes photos of participants for use in its newsletters and publications. Also, on occasion, news media may visit our facilities in covering CFABS events. By signing below, I acknowledge awareness that photographs may be taken at times for promotional or news coverage purposes. I understand that photos taken by the CFABS become property of the CFABS and may be used in promotional materials now and/or in the future.

This contract may be terminated by either party without penalty, provided 30 days notice is given in writing. Should enrollment not meet CFABS minimum contract quota, CFABS reserves the right to cancel the course within one week of beginning date of course without penalty of payment to instructor. Should the class enroll students, but not meet the minimum quota, the CFABS may offer the instructor a 50% instructor / 50% CFABS split of the tuition less any supply fees.

A request for Payment form will be emailed to you on the last week of your class. Your original class attendance sheet must be returned to the front desk following the last class. Your check will be written approximately one week to ten day after the last day of class.

Please sign and return...

\_\_\_\_\_  
Elizabeth D'Onofrio, 2020 Summer Classes

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donna Delseni, Adult Education Director  
Centers for the Arts Bonita Springs

\_\_\_\_\_  
Date

Phone: 239-495-8989 Fax: 239-495-3999