

Music Performance Organizations, College/University, Advanced Pre-college Programs

Hiring Organization	
Organization	
Contact:	
	Alt Phone
Email	
Sponsored Ensemble	
Ensemble or Coach Name	
Services Requested	$\Box \ coaching \ x \ (hours) \qquad \Box \ presentation \ x \ (hours)$
	$\Box$ performance x(hours)
Time(s) Requested	
Compensation	
Cost (refer to schedule A for details):	

Indicate Compensation Expectation (to be completed by Hiring Entity):

Collaborative Musicians' Incorporated will be compensated by hiring organization (provide organization contractual agreement, including 1099 form with returned contract)
Collaborative Musicians' Incorporated will be compensated by hiring organization partially, requesting volunteer service for remaining balance. (provide organization contractual agreement, including 1099 form with returned contract. Volunteer service funded through grants to compensate ensemble. Grants pending approval.)
Requesting volunteer service by Collaborative Musicians' Incorporated Community Outreach (funded though grants to compensate ensemble. Pending approval)

Collaborative Musicians Project, Inc. – 501(c)3 – EIN# 84-2415704 <u>community.outreach@comusicpro.org</u> 5300 235<sup>th</sup> Ave SE Issaquah, WA 98029 (206-257-8443)





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#### Facts and Terms

1. This contract is considered a binding contract between the Hiring Entity and Collaborative Musicians' Project, Inc. All terms of this contract shall follow the governing law of the State of Washington, United States. This contract includes the right for either party to negotiate terms regarding only payments, schedules, services, and Sponsored Ensembles.

2. Hiring Entity will disburse payment directly to Collaborative Musicians' Project, Inc. within 30 days from completed service. Sponsored Ensemble members who perform community outreach services on behalf of Collaborative Musicians' Project, Inc. will be compensated by Collaborative Musicians Project, Inc. All Sponsored Ensemble Members and coaches contract W-9 withholdings through Collaborative Musicians Project, Inc., and will not be additionally contracted as such with the Hiring Entity. Other compensation in funding, goods, or services is to be given to any member of or the entity of a Sponsored Ensemble. Food and beverage disbursement is acceptable, but not required, and is to be kept solely within the window of the contracted schedule. The cost of any food/beverage provided or any other expenses incurred by the hiring entity is not transferable to Collaborative Musicians' Project, Inc.

3. Sponsored Ensemble persons listed above will be the only persons performing the contracted service for the Hiring Entity. Collaborative Musicians' Project, Inc. has performed background checks every two years on the Sponsored Ensemble members. Any additional documentation needed for clearance of the Sponsored Ensemble Members should be requested as early as possible prior to the requested services.

4. The payment schedule, as of this date, will be listed in Schedule A (attached). It is requested that the Hiring Entity seeks funding from their own resources and grants prior to requesting the grant funds from Collaborative Musicians' Project, Inc., as such funds may be limited or unavailable. It is preferred to disburse grant funds to community organizations that present with the greatest need. If a grant request is denied due to lack of available funds on the part of Collaborative Musicians Project, Inc., this contract will be declared null/void with no party held liable. It is recommended that another contract be drafted at a time that funds are accessible by either the Hiring Entity or Collaborative Musicians' Project, Inc.

5. Should any contracted event be cancelled, the Hiring Entity must contact Collaborative Musicians' Project, Inc. at the earliest possibility. Cancellation for reasons other than force majeure, will hold the Hiring Entity liable to fulfill this contract at 25% of the contracted rate.

6. The Hiring Entity agrees it will indemnify and hold harmless Collaborative Musicians' Project, Inc., including its agents, coaches and Sponsored Ensemble members from and against all losses, claims, suits, or other legal liability and legal expenses of any nature imposed upon or brought against them arising out of or resulting from the acts, errors or omission of Collaborative Musicians Project, Inc. or its agents or coaches, and Sponsored Ensemble members in the course of negotiating, planning or performing the work of providing the services that are the subject of this contract. The provisions of this section shall survive the expiration or termination of this contract.

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7. The Hiring Entity shall have the right to enact an audit of Collaborative Musicians Project, Inc. by the act of a certified public accountant hired at the expense of the Hiring Entity. Any inconsistencies discovered in the audit will be compensated to the party to which the error falls in favor of.

8. Neither the Hiring Entity, Collaborative Musicians Project, Inc, nor any of its agents, coaches or Sponsored Ensemble members shall disclose any element of this contract, including payment, schedule, negotiations or any other factor to any party outside of the scope of this contract.

9. This contract is only transferable to any other Hiring Entity during the term of this contract, under the condition that the Hiring Entity is a business that has been acquired under the head of a larger company. Such transfer will not change any element of this contract, except under proper negotiations as noted in item 1.

10. Any disagreement resulting in legal enactment by either party will be negotiated through arbitration, and not through a court of law.

11. This document is determined intact and binding upon signature of all parties, allowing full legal binding through counterpart signature on separate forms.

#### As a representative of the entity listed below, I agree to the terms of this binding contract.

Hiring Entity Signature	Date
Hiring Entity Signer Name	Hiring Entity Signer Position
Collaborative Musicians' Project, Inc. Signature	Date
Collaborative Musicians' Project, Inc Signer Name	Collaborative Musicians' Project, Inc. Signer Position
Sponsored Ensemble Representative/Coach Signature	Date
Sponsored Ensemble Representative/Coach Signer Name	

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### Schedule A – Music Performance Organizations, College/University, Advanced Pre-college Programs

### **Sponsored Ensemble Guest Artist and Residency Wage Schedule – 3/2024** *Rates are consistent with American Federation Musicians Wage List*

Guest Artist Package		
one 60 minute performance	\$200/ensemble member	
*cartage/travel fees may apply		
Residency Package	\$520/ensemble member*	
two 60 minute performances	\$400/ensemble member	
one workshop/masterclass per ensemble member	\$120/ensemble member	
*cartage/travel fees may apply		
*Travel and Cartage fee table (figured per person)	In-town	Out of town**
travel maximum	\$10	\$300
room and board maximum per day	-	\$120
rental car maximum per day	-	\$50
cartage (percussion)	\$150	\$150
cartage (large instrument or per additional instrument)	\$60	\$60
**travelling 100+ miles away from central ensemble location or l	ocation of ensemble repre	sentative

\*\*All packages are customizable to your needs\*\*

**Collaborative Musicians Project, Inc. Processing Fee** 

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\$ 50.00