

MBMAG Workshop Contract

MBMAG (Monterey Bay Metal Arts Guild) PO Box 2468, Santa Cruz, CA 95063

mbmag.org

The contract is by and between the Monterey Bay Metal Arts Guild, hereafter referred to as MBMAG, and _____, hereafter referred to as "Instructor". I agree to provide the following workshop _____, hereafter referred to as "The Workshop" to MBMAG members. The location for the workshop is hereafter referred to as "Venue".

INSTRUCTOR agrees to provide workshop instruction at date(s), time, and compensation listed below when minimum student enrollment requirements are met, or otherwise negotiated.

Date(s) and time _____

Compensation (\$US) _____

Reimbursement for any agreed upon travel fees (\$US) _____

Kit fee per student (\$US) _____

Venue name _____

Venue address _____

MBMAG agrees to reimburse the cost of lodging or agree upon an acceptable home stay. MBMAG will reimburse for the Instructor's roundtrip mileage from home to the venue at the current IRS rate or will pay airfare not to exceed the following amount \$US _____. The per diem rate paid by MBMAG is \$35/day for food paid at the end of workshop.

Reimbursement and fees to the instructor will be paid via check by MBMAG.

SECTION 1. WORKSHOP VENUE

I, the Instructor, will abide by the guidelines and rules set out by Venue management.

I, the Instructor, will work with The Workshop students to return the Venue in a state deemed acceptable by Venue management.

I, the Instructor, will bring my own teaching supplies and provide all content including printed handouts necessary for class. At a minimum, the handout will outline the class, steps to make the project and supply list. I, the Instructor, am responsible for accuracy, timeliness, and completeness of instruction.

The Workshop (select one) **does not** **does** create chemical waste or hazardous materials that require special handling and/or disposal. If "does" was selected, in a separate document provide details of the materials, mitigation, disposal and handling required .

SECTION 2. WORKSHOP SIGN UP & GO / NO GO

All potential students will be referred to the MBMAG.org website for sign-up information and Workshop registration.

MBMAG will notify me ____ day(s) or ____ week(s) prior to the scheduled start date of The Workshop whether the workshop has sufficient students enrolled.

MBMAG Workshop Contract

SECTION 3. WORKSHOP TOOLS & MATERIALS

I, the Instructor, will provide a list of the following before the finalization of this Workshop Contract:

- a. Materials required to be brought by **students** to The Workshop with sources/vendors
- b. Tools required to be brought by **students** to The Workshop with sources/vendors
- c. Tools that will be provided by **The Instructor** for general student use at the Venue
- d. Tools required to be provided by **MBMAG** at the Venue for general student use

Students of The Workshop will be asked to:

- provide all their own materials
- provide some of their own materials
- pay a materials kit fee of US\$ _____ to me, the Instructor, via cash or check on
 the first day of the workshop **OR** ____ day(s) prior to the workshop

SECTION 4. STUDENT DETAILS

The minimum # of students per Workshop is _____, and the maximum # of students is _____.

I, the Instructor, will provide tools or supplies for purchase by students

I, the Instructor, will only sell tools and supplies in the workshop if it is noted above.
(if YES, attach a detailed description, cost information, and whether the tools are optional)

SECTION 5. WORKSHOP ADVERTISING AND COLLATERAL

I, the Instructor, am providing the final version of the documents listed in Sections 1, 3 and 5 and will email or Dropbox them to workshops@mbmag.org no later than four (4) weeks before The Workshop

I, the Instructor, will advertise and promote The Workshop on my website, on social media, via my mailing list(s), and in all manners I would normally advertise my workshops.

I, the Instructor, will provide the required marketing collateral to MBMAG no later than four (4) weeks prior to the start of The Workshop.

I, the Instructor, will provide a biography (75 words or less), The Workshop description (100 words or less), and a general agenda or lesson plan for The Workshop to MBMAG upon receipt of the final version of this contract.

I, the Instructor, will provide the documents and high resolution digital images (jpg or png) listed below, to the workshop coordinator via (select one)

- a. The Instructor (optional)
- b. Examples of the Workshop projects (finished and/or in process)
- c. The Venue (if arranged by the Instructor)

MBMAG will use provided collateral to advertise The Workshop in any/all manners MBMAG deems appropriate.

MBMAG Workshop Contract

MBMAG (Monterey Bay Metal Arts Guild) PO Box 2468, Santa Cruz, CA 95063

mbmag.org

SECTION 6. GENERAL CONTRACT TERMS

I, the Instructor, am not an employee of MBMAG and am not covered by any Compensation, Liability, Unemployment, or Health Insurance, and am not eligible for any employee benefits. I, the Instructor, am an independent contractor and am fully responsible for obtaining at my own expense all licenses and permits, general liability insurance and to pay such taxes and fees that may be required by federal, state and local governments in the execution of the terms of this contract.

If the Instructor requests, MBMAG will provide email, phone #, and names of students for pre-workshop information and emergency contact purposes only (not for adding to a mailing list.) I, the Instructor, will provide contact information for students for pre and post workshop questions via email and/or the telephone.

If the amount of payment warrants, MBMAG will provide the Instructor a 1099-MISC form from MBMAG complying with all laws, rules and regulations applicable to the service performed under this contract.

I, the Instructor, agree to protect, indemnify, defend and hold harmless MBMAG, the MBMAG Board of Directors, all MBMAG agents or representatives including all MBMAG members against all claims, losses or damages to persons or property, governmental charges or fines, and costs including attorney fees that arise out of or are in any way connected with The Workshop.

Prior to the final signature on this contract, I, the Instructor, will disclose to MBMAG any plans for the same or similar workshops with other venues, schools, or guilds in the greater San Francisco Bay Area, Monterey Bay area, and Mendocino area that will be held within 60 days before or after this contracted event at MBMAG. Failure to disclose a competing workshop at another location may result in cancellation of The Workshop at the discretion of MBMAG and will nullify this contract.

MBMAG or the Instructor may cancel this contract due to unforeseen circumstances with a minimum 30 day notice prior The Workshop start date with full refund of any deposits paid.

My signature below is my, the Instructor, agreement to the terms listed in this 4 page contract. I, the Instructor, agree that all information in this 4 page contract is accurate.

ACCEPTED AND AGREED:

By: _____ Date _____ Cell Phone # _____
Instructor

Instructor SSN or EIN: _____

By: _____ Date _____ Cell Phone # _____
MBMAG Representative

INSTRUCTOR CONTACT INFORMATION

Preferred contact method: email phone

Name:

Street Address:

City, State & Zip Code:

Email Address:

Website Address:

Instagram Account:

Studio Location

(Must be provided for Instructor's Studio based workshops or for workshop at a Venue arranged by Instructor)

Studio or Venue Website Address:

same as Contact Address

Street Address:

City, State, & Zip Code:

CHECKLIST OF REQUIRED INFORMATION

The Instructor Will Provide the Following Details Prior to Contract Completion

From Section 1.

- Sample handout outlining the class, with steps to make the project and associated supply list.
- If applicable, document with detailed description of any chemical waste or hazardous materials that require special handling and/or disposal that are used in The Workshop or produced via processes in The Workshop. Provide details of the materials, mitigation, disposal and handling required.

From Section 3.

- Full list of **materials** (with sources/vendors) required to be brought by **students** to The Workshop
- Complete list of **tools** (with sources/vendors) required to be brought by **students** to The Workshop
- List of **tools** that will be provided by **The Instructor** for general student use at the Venue
- Detailed list of **tools** (with sources/vendors if applicable) required to be provided by **MBMAG** at the Venue for general student use
- List of optional **tools** provided by **The Instructor** for purchase by students (if applicable)
- Complete list of the Contents of the **Tools and Materials Kit** provided by **The Instructor** for purchase by the students

From Section 5.

- Description of The Workshop in 100 words or less
- A general (or detailed if available) agenda or lesson plan for The Workshop
- Instructors biography in 75 words or less
- high resolution digital images (jpg or png) of
 - a. The Instructor (optional)
 - b. Examples of the Workshop projects (finished and/or in process)
 - c. The Venue (if arranged by the Instructor)