Teacher Contract, Media Release, Hold Harmless Agreement, and Expectations

By accepting these terms, I (the "Instructor /Teacher") grant permission to the **Hallberg Center for the Arts / Wyoming Area Creative Arts Community** ("Presenter") and agree to the following terms regarding my classes or presentations (the "Event"):

1. Media Recording & Grant of Rights

- Recording: Instructor acknowledges and agrees that Presenter may photograph, or film parts of the class for the purpose of promotion for future classes, grant requirements and social media updates.
- Non-Commercial Use: The Materials shall be used solely for non-profit promotional, educational, archival, and fundraising purposes. Presenter will not sell the Materials or use them for direct commercial "for sale" products without a separate written agreement signed by Artist.

2. Liability Release & Assumption of Risk

- Instructor willingly assumes all risks associated with participation in the Event, including setup, in-class time, and clean up.
- Instructor releases, waives, discharges, and holds harmless the Presenter, its officers, directors, employees, volunteers, agents, and funders from any and all claims, liabilities, damages, or expenses arising from personal injury, property loss, or accidental damage occurring during or in connection with the Event.
- Instructor will take all reasonable precautions to protect the classroom space and its furniture, carpets, materials etc. If damage due to negligence occurs in the class, the Presenter may ask the artist to reimburse or repair damages
- Instructor will take all reasonable precautions to protect the students/participants in the class. For example: The instructor will provide safety gear or necessary personal protective equipment if it should be appropriate for their event.

Pay

- The teacher receives 60% of the class income. This covers both their instruction as well as their material costs. Material costs are not factored into payment separately. The Presenter retains 40% for marketing, credit card fees, and to help cover costs of the building and the staffing.
- *Example: If the class fee is $35, the teacher takes home $21/ Student (Class Fee x .60 = Teacher take home per student)*
- Cancelations 24 hours before the class start time will be refunded to participants at 100%. Last minute cancelations (within 24 hours of the event) or “no-shows” to the class will be paid to the instructor as planned.

Independent Contractor

- This Agreement shall not render the Instructor an employee, partner, agent of, or joint venturer with the Presenter for any purpose. The Instructor is and will remain an independent contractor in their relationship to the Presenter. The Presenter shall not be responsible for withholding taxes with respect to the Instructor’s compensation

hereunder. The Instructor shall have no claim against the Presenter hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Responsibilities

- The Presenter is responsible for putting the class and registrations online, and reasonable promotion of the event.
- We ask that the instructor also promote the event, as we have found that events sell better when promoted in multiple circles.
- The Presenter is responsible for ensuring that a classroom or suitable presentation space is available and set up with tables and chairs at least 30 minutes before the instructor arrives for their set up time.
- The instructor is responsible for setting up the classroom with class specific materials. The instructor will arrive at least 30 minutes prior to the class to ensure they have enough time to prepare the space.
- The instructor is responsible for bringing all the class and project materials, personal protective equipment needed, and any printed handouts or other materials needed *unless otherwise and previously agreed upon
- The instructor is responsible for reasonable clean-up after the event. Clearing and wiping tables, picking up large messes from the floor, and wiping out the sink if necessary.

Background Check

We require that all Instructors have a current background check on file. This is paid for by the Presenter, and the instructor has no responsibility to cover this cost. We may determine based on the background check that an instructor is not the right fit and it may be cause to cancel this contract.

This contract can be cancelled at any time by either party for any reason. If anything in this contract is unclear or incomplete, please reach out to us to clarify.

Wyoming Area Creative Arts Community, Inc./ Presenter

Signature: _____

(title or position) _____

Instructor

Signature: _____

Date: _____