

Southeast Texas Suzuki Association Standard Clinician CONTRACT



| This contract is made t | his day of _ | | _, 20, between | the Southeast Texas Suzu | ki Association |
|--------------------------------|---|---|----------------------------|-----------------------------|-----------------|
| Clinician understands | and the undersigned protect that this contract shall be nuclinician is only considered | ull and void if not s | igned by them and return | ned to STXSA within sev | en days of the |
| SERVICES : Clinician | will provide the following | services: | | | |
| ☐ Teaching | ☐ Lecture/Workshop | ☐ Performance | ☐ Adjudication ☐ Ac | ecompanying | |
| ☐ Other | | | | | |
| Details: | | | | | |
| Event : The Event is de | etailed as follows: | □ See | complete detailed schedu | lle attached on separate pa | ge |
| Name | | | | | |
| | | | | End Time | |
| Date | | Start time | | End Time | |
| Date | | Start time | | End Time | |
| Location | | | | | |
| | ess | | | | |
| Location phone | | | Contact person | | |
| Details: | | | | | |
| | | | | | |
| | | | | | |
| | STXSA agrees to provide page | - | | | |
| Rate \$ | per Hour/day/other | X | Total | : \$ | |
| | | | | | |
| below. Clinici | sponsible for booking airlin an will be reimbursed for the d Expense Addendum for d | e following expense | | | iless specified |
| Expenses: | Housing: \$ | | Per diem/meals | \$ | |
| znpenses. | Travel \$ | | Local transportation | \$ | |
| | Other: | | • | \$ | |
| | Other: | | | \$ \$ | |
| | Onici . | | | | _ |
| | | | Total | | |
| SPECIAL EQUIPMEN | NT: STXSA agrees to provid | le or arrange for the | following equipment for | Clinician's use at the Eve | nt location: |
| | | | | | |
| TI 1 ' 1 1' ' | . 1 | 1 11 | . 1 | | |
| The undersigned clinic | ian also accepts all terms an | id conditions specifi | led on page two of this co | ontract. | |
| | | | | | |
| Clinician signature Date | | Email and/or phone number registered with Zelle | | | |
| | | | | | |
| Print Clinician name | | I | Phone (cell) | (home) | |
| | | | | | |
| Address Line 1 | | I | FAX | E-mail | |
| Addraga line 2 (and the | ant #) | | CTVC A Donnagantation | Dharra | |
| Address line 2 (apartm | ciii #) | | STXSA Representative | Phone | |
| City | State Zip | <u> </u> | STXSA Representative sig | gnature Date | |
| J | | - | | ٠.٠٠٠ - ٠.٠٠٠ | |

ADDENDUM

Services: Clinician agrees that he/she shall provide services exclusively to STXSA while in the greater Houston area for the Event. If Clinician wishes to provide services to other parties either prior to or after the Event, Clinician agrees that it shall provide written notice to STXSA of Clinician's engagement by another party at least 1 week prior to the Event. In such case, Clinician agrees that STXSA shall only be obligated to reimburse Clinician for (i) ½ of Clinician's travel expenses, and (ii) only those expenses for lodging, meals and expenses directly connected to the STXSA Event.

<u>Compensation:</u> Payment terms: STXSA will pay all compensation and/or reimbursement for expenses (not to exceed the amounts stated on page 1) directly to Clinician by Zelle, within two weeks after completion of Clinician's services, and/or after completion of the Event. Payment by check must be requested in advance of the event by Clinician.

Clinician is responsible for booking airline tickets if necessary. Other arrangements will be made by STXSA, unless otherwise specified on page 1 of this contract and/or attached Expense Addendum.

Clinician understands that this contract shall be null and void if not signed by them and returned to STXSA within seven days of the contract date stated at the top of page 1. Clinician is only considered hired and confirmed for a specific Event date upon receipt by STXSA of Clinician's signed contract.

| Correspondence: All required notices and other consolerate Texas Suzuki Association, 4771 Sweet | | TX 77479 | |
|---|-------|-------------|--|
| or the STXSA Event chair or STXSA representat | ive: | | |
| STXSA Representative Name: | | | |
| Address: | City: | State: Zip: | |
| Fmail: | Fav. | | |

Equipment: STXSA is not liable for equipment and or facilities provided (pianos, etc.) not belonging to STXSA, or otherwise not in STXSA's control. Clinician shall be liable for injure or damage to all provided equipment and facilities caused by Clinician or Clinician's agents' negligence or intentional conduct. Clinician assumes all liability for any equipment and instruments provided by or belonging to Clinician. STXSA is not responsible for damaged, lost or stolen instruments or equipment belonging to or provided by Clinician. Specific facilities are subject to availability and STXSA reserves the right to substitute appropriate facilities of equal quality without prior approval from Clinician.

Dress and deportment: Clinicians are expected to dress and behave in an appropriate manner for children.

<u>Recording</u>: Any official audio or video recording of the Event made by STXSA will be limited to STXSA library archival purposes and/or for distribution within STXSA to STXSA members and/or publicity purposes. Recordings for sale, broadcast or mass distribution will not be made without express written consent of the clinician. STXSA is not responsible for any recordings made by parents or other Event attendees.

Liability, Publicity and Photos: On behalf of myself, as Clinician, I hereby release and discharge STXSA and its officers, employees, agents (referred to herein as "STXSA") of and from all claims, liabilities, and causes of action for damages and injuries including those caused by any act or failure to act, negligence, willful misconduct, breach of contract, product liability, or violation of statute arising from or relating to my attendance and participation in STXSA events. I agree to indemnify STXSA and hold it harmless from all such losses, liabilities, damages, claims and actions including legal fees and fees of defense arising out of this event. I further consent to STXSA's use of photos, videos, or recordings of myself from STXSA events for publicity for the organization in print or electronic media. I further consent to STXSA's use of photos, videos, or recordings of myself from STXSA events for archival and historical purposes and for educational purposes for use by the STXSA membership. Any photos or video taken of the clinician in conjunction with the Event may be used by STXSA for publicity purposes. Clinician also allows STXSA to use Clinician's name, bio, photo, comments, photos taken at the Event, Event programs, etc. for STXSA publicity, in print or electronic media.

Cancellation by STXSA or Clinician: STXSA shall not be liable to any person or entity as a result of acts of God or nature, strikes, illness, or other causes beyond STXSA's control. STXSA may cancel any Event at any time for any reason and STXSA shall only be liable to refund Clinician's expenses to the date of cancellation. If STXSA cancels the Event without cause within 48 hours of the scheduled start time, STXSA will pay Clinician the compensation stated on page 1. Clinician releases STXSA from all claims, damages and injuries related to any Event set forth in this contract, from STXSA's negligence and from any cancellation, except for compensation for timely and proper performance, or for cancellation as set forth in this paragraph. STXSA is not liable for any claim related to equipment and facilities, and in no Event will STXSA be liable for any claim in excess to the compensation stated on page 1. If Clinician cancels or otherwise fails to appear and properly perform Clinician's duties hereunder, STXSA shall not be liable to pay Clinician any compensation or expense incurred by Clinician. Clinician is obligated to give STXSA prior written notice of cancellation or non-appearance.

Governing Law: Except as otherwise provided herein, this contract is governed by the laws of the State of Texas.

STXSA Standard Clinician Contract