

North Carolina Music Educators Association
Accompanist/Adjudicator/Clinician/Conductor Contract/Agreement
To be completed at time of hiring

Level: Elementary/High/Middle School District/State Event: Clinic, MPA, Conference Dates

Name of Host/Coordinator Event Location

Host Home Phone Host School Phone Host School Address

City, State, Zip

IN COMPLIANCE WITH PRIOR ARRANGEMENTS, _____
Accompanist/Adjudicator/Clinician/Conductor

Address _____ City _____ State _____ Zip _____

Home Phone () _____ Business Phone () _____ W-9 enclosed: YES _____ NO _____

Fax Number () _____ E-mail Address _____@_____.

agrees to fulfill duties related to the said position as described above and agrees to adhere to the host's schedule, grants host permission to use his/her name in advertising the event, and agrees to furnish vita and a photograph if requested to do so.

EVENT DATE/TIME:

The named event above begins _____, 20____ at _____:_____ (am) (pm) and extends to
Date Year Time

_____, 20____ at _____:_____ (am) (pm) in accordance with a schedule to be furnished by
Date Year Time

by the host.

The ACCOMPANIST'S / ADJUDICATOR'S / CLINICIAN'S / CONDUCTOR'S HONORARIUM in the amount of \$ _____ per day for a total of \$ _____ is payable as soon after departure as permitted by the North Carolina Music Educators Association. Payment may be expected within **TEN** business days of the conclusion of the event.

EXPENSE REIMBURSEMENT: Travel and Meals

Travel: The North Carolina Music Educators Association shall reimburse travel expenses at the following rates:

- NCMEA does not provide for the use of a rental car.
- Automobile – Round trip travel from your hometown to the event site.
- Mileage @ \$.40 per mile
- Flight – Lowest Coach

Host will meet Accompanist/Adjudicator/Clinician/Conductor at an airport: **YES** or **NO** (circle one)

If traveling by car, the Accompanist/Adjudicator/Clinician/Conductor will be reimbursed at the NCMEA rate of: 40 cents per mile.

Total (ROUNDTRIP) miles estimated: _____

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Meals: *Host will place an "X" in the appropriate box below:*

_____ The North Carolina Music Educators Association will pay a per diem of:

MEALS IN STATE: Breakfast \$7.75 Lunch \$10.10 Dinner \$17.30

Total number of: Breakfast _____ Lunch _____ Dinner _____

Or: _____ Meals to be included as a part of the Accompanist's/ Adjudicator's/ Clinician's/
Conductor's Honorarium Per Day.

NCMEA does not pay for or reimburse for alcoholic beverages.

**PROVISION FOR LIQUIDATED DAMAGES IN THE EVENT THE
ACCOMPANIST/ADJUDICATOR/CLINICIAN/ CONDUCTOR FAILS TO APPEAR:**

Inasmuch as the breach of this agreement by the Accompanist/Adjudicator/Clinician/Conductor will cause serious substantial injury to the event host/coordinator, and because it will be difficult if not impossible to prove the amount of such damage, the Accompanist/Adjudicator/Clinician/Conductor hereby agrees that in the event of a breach of this agreement on his/her part he/she will pay the North Carolina Music Educators Association a sum of **\$250.00** IN ADDITION TO the agreed honorarium within ten days after such breach, as liquidated damages, such sum being agreed by the parties hereto is the amount which the North Carolina Music Educators Association will be damaged by the breach of this agreement on the part of the Guest Conductor/Adjudicator/Clinician. The Accompanist/Adjudicator/Clinician/Conductor agrees to pay all costs incurred by the North Carolina Music Educators Association on account of said default hereunder, including but not limited to, collection costs, court costs, and attorney's fees. All parties to this contact agree that the jurisdiction for any dispute under the terms of this agreement shall be in the State of North Carolina.

PROVISION FOR CANCELLATION BY THE ACCOMPANIST/ADJUDICATOR/CLINICIAN/ CONDUCTOR:

THE ACCOMPANIST/ADJUDICATOR/CLINICIAN/CONDUCTOR MAY CANCEL THIS AGREEMENT under circumstances, which are beyond his/her control such as hospitalization/physical disability, serious illness or death in the immediate family, train or plane cancellation/accident. Documented proof is required.

PROVISION FOR CANCELLATION BY THE EVENT HOST/COORDINATOR:

THE EVENT HOST/COORDINATOR MAY CANCEL THIS AGREEMENT under circumstances, which are beyond his/her control, such as fire, severe weather, flood, war, riot, labor dispute or epidemic at the location of the event. Documentation is required. If the event is cancelled due to circumstances beyond their control, the guest conductor/adjudicator/clinician will be paid an honorarium for one day for a multiple day event or an honorarium of one-half day for a one day event.

IN THE EVENT OF CANCELLATION OF THIS AGREEMENT:

In the event of the cancellation of this agreement, the party so cancelling shall notify the other party at the earliest possible date prior to the event date. Proper cancellation by mutual agreement relieves the other party of all obligations. THIS CONTRACT NOT VALID WITHOUT ALL SIGNATURES.

_____	_____
Event Host/Coordinator	Date
_____	_____
Accompanist/Adjudicator/Clinician/Conductor	Date

THE ACCOMPANIST/ADJUDICATOR/CLINICIAN/ CONDUCTOR WILL SIGN ONE COPY AND
RETURN IT TO THE HOST/COORDINATOR/EVENT CHAIR IMMEDIATELY.