AGO National Conventions

Sample Documents: Worship Clergy/Speaker Contract

LETTER OF AGREEMENT

Between the following parties:

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| --- | --- |
| Name  Street Address  City, State, Zip/Postal Code | American Guild of Organists  475 Riverside Drive, Suite 1260  New York, NY 10115 |

CONTRACT DOCUMENTS

This Letter constitutes an agreement between the AMERICAN GUILD OF ORGANISTS, a corporation, with offices at 475 Riverside Drive, Suite 1260, New York, New York 10115 (hereinafter referred to as “Presenter”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “Artist”). The Presenter and the Artist agree to the following:

STATEMENT OF COMMITMENT

1. The Presenter and Artist hereby agree that the Artist will \_\_\_\_\_\_\_ for the 20\_\_ AGO National Convention in \_\_\_\_\_\_\_\_. The convention is scheduled for \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_. The Artist will perform on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_ at \_\_\_\_\_\_\_a./p.m. at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (The venue, date, and time are subject to change pending unforeseen circumstances.)

PERFORMANCE FEE

2. The Presenter, in consideration of the services of the Artist, agrees to the following:

a.) **$\_\_\_\_\_\_** in U.S. Currency, for speaking services

b.) **$\_\_\_\_\_\_** in U.S. Currency, for any additional services, delineated below:

Payment for all services rendered shall be made to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_. As provided in Clause 13b, Presenter shall withhold all applicable government taxes and fees from Performance Fee that might be required by the laws of the United States.

PERFORMANCE AND PUBLICITY INFORMATION

6. The Artist agrees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as part of the 20\_\_\_\_\_ National Convention of the American Guild of Organists in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_.

7. Presenter will make all reasonable efforts to provide Artist with a sound check opportunity in the performance venue.

8. The Presenter shall have the right and obligation to publicize the involvement of the Artist as part of its promotion of the 20\_\_\_\_\_ National Convention of the American Guild of Organists in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

9.  On or before \_\_\_\_\_\_\_\_, 20\_\_\_\_\_, the Artist will furnish to the Presenter a biographical sketch of up to 250 words and two color and two black-and-white glossy photographs of the Artist suitable for publication. Electronic copies of these materials are required. Photographs in electronic format must be a minimum of at least 300dpi resolution and in either JPEG or TIFF format.

OTHER FINANCIAL TERMS AND VISA REQUIREMENTS

10. The Presenter will provide the following:

[List all provisions]

11. The Artist shall advise \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the chair of the 20\_\_\_\_\_\_ AGO Worship Committee, no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_ (or earlier upon request), of any special hotel accommodation needs.

12. Presenter and Artist do not intend for this agreement to create any employment relationship and both parties agree that the Artist will be treated for all purposes as an independent contractor and/or independent agent.

13. Artist will be responsible for paying all taxes to which Artist might be liable as a result of this agreement, and Artist will indemnify and hold harmless Presenter for any and all taxes Presenter might pay or might be required to pay on Artist’s behalf. Artist will be responsible for obtaining any necessary visas or other documents that may be necessary in order for Artist to perform services in the United States.

1. If Artist is taxed as a United States citizen or taxed as a resident of the United States pursuant to Section 7701(b) of the Internal Revenue Code of 1986, as amended, Artist agrees to provide Presenter with a properly executed Internal Revenue Service Form W-9 upon execution of this agreement.
2. If Artist is not taxed as a citizen or resident of the United States, Presenter will withhold all required taxes from Artist’s fee as required by the laws of the United States. The term “laws of the United States” includes laws promulgated by the federal government and the governments of the fifty states and the District of Columbia. If Artist is a resident of a country with which the United States has entered into a Convention for the Avoidance of Double Taxation and Artist wishes to rely on that Convention in order to reduce Artist’s United States income tax liability, Artist will provide Presenter with a properly executed Internal Revenue Service Form W-8, or its equivalent, upon execution of this agreement.
3. If the Artist is not a resident of the United States for immigration purposes, he/she is required to apply for and secure a work visa for entry into the United States. Securing the legal right to receive payment for work performed in the United States rests entirely with the Artist.

NON-FULFILLMENT OF TERMS

14. If the Artist fails to fulfill the terms of this agreement for any cause beyond his/her control, including, but not limited to, illness or accident, family tragedy, and/or unforeseen acts of nature, Artist's sole liability to the Presenter shall be the refund, upon demand, of any sums previously paid to Artist in accordance with this agreement.

LIMITATIONS, ENFORCEMENT AND JURISDICTION

15. Each party agrees to indemnify and hold harmless the other party from all claims, damages, costs, liabilities, losses and expenses, including legal counsel fees, that it may suffer as a result of either party’s breach of this agreement.

16. This agreement is made solely between the parties named at the outset of this document and nothing in this agreement shall be interpreted to imply any rights or obligation on the part of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Chapter of the American Guild of Organists, a duly authorized subordinate unit of the Presenter.

17. This agreement will be in effect upon the signature of all persons named below, and will be interpreted and governed by the laws of the State of New York. Any disputes arising from the completion of this contract shall be resolved in a court in the State of New York and shall follow applicable New York laws.

18. This agreement constitutes the entire agreement between the Artist and the Presenter. No waiver, change or amendment to this agreement is valid or binding unless agreed to in writing and signed by all parties.

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| --- | --- |
| For the American Guild of Organists  20\_\_\_\_\_\_\_ National Convention Performance Committee |  |
| Name  20\_\_\_\_ Convention Coordinator | Name Artist |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Date* | *Mailing Address* |
|  | *City, State, Zip* |
|  | *Telephone* |
|  | *E-mail* |
|  | *Date* |