

INDEPENDENT CONTRACTOR AGREEMENT
FOR DESIGNER

The Independent Contractor's Agreement (this "Agreement") is entered into this ____ day of _____, 20__, by and between James Bowie High School Band Boosters, a 501(c)(3) corporation, (the "Boosters") and _____, an independent contractor (the "Contractor"), in consideration of the mutual promises made herein.

Term of Agreement.

This Agreement will become effective on the ____ day of _____, 20__, and will continue in effect until the _____ day of _____, 20__, unless this Agreement is terminated in writing by either the Company or the Contractor pursuant to this Agreement.

Services to be Performed by the Contractor.

The Contractor agrees to provide the following services:

The Contractor will provide services as a Designer to the Director and the James Bowie High School Outdoor Performing Ensemble ("Bowie OPE") or the James Bowie High School Color Guard (said term also includes the Bowie Winter Guard). The services provided will include creating a customized product for the Bowie OPE and/or Bowie Color Guard and may include but is not limited to, music composition or arrangement, visual creation (marching drill), program coordination, production design, percussion music design or other creative tasks.

Compensation.

In consideration for the services to be performed by the Contractor, the Boosters agree to pay the Contractor the sum of \$_____ for the term of this Agreement. The Contractor will invoice the Boosters for services performed. The Boosters will pay the Contractor within thirty (30) days of receiving the Contractor's invoice and/or receipts. The Contractor will submit said invoices/receipts to the Booster Treasurer.

The Boosters will issue Contractor a Form 1099 as required by the Internal Revenue Service ("IRS") if necessary. The Contractor is responsible and liable for all taxes due and owing as a result of this Agreement and agrees to hold harmless and indemnify the Boosters from any claims arising from any taxes owed by Contractor.

The Contractor shall be responsible for their own fees or expenses, including but not limited to travel, lodging and meals from the compensation paid by the Boosters.

Contractor Initials

Booster Initials

Duties of the Contractor

The Contractor agrees to create a customized product for the Bowie OPE and/or Bowie Color Guard and may include but is not limited to, music composition or arrangement, visual creation (marching drill), program coordination, production design, percussion music design or other creative tasks.

The Contractor also specifically agrees to provide the following:

The Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as the Contractor, in Contractor’s sole discretion sees fit. However, the Contractor may not use any of the James Bowie High School facilities to perform services for other clients or companies and Contractor may not use any of the music composition or arrangement, visual creation (marching drill), program coordination, production design, percussion music design or other creative tasks that Contractor used in creating the customized product for the Bowie OPE and/or Bowie Color Guard.

The Contractor will supply all tools and instrumentalities required to perform the teaching and instruction except that the Bowie OPE students will provide their own musical instrument.

The Contractor agrees to provide their own insurance for the Contractor and agrees to hold harmless and indemnify the Boosters for any and all claims arising out of any injury, disability or death of the Contractor or any of the Contractor’s employees or agents.

The Contractor further agrees to hold the Boosters harmless and indemnify the Boosters from any and all claims arising from any negligent act or omission or a negligent act or omission by the Contractor.

The Contractor agrees that if s/he will be interacting directly with the Bowie OPE and/or Bowie Color Guard students, either in-person or virtually, s/he will undergo a background check pursuant to the Austin Independent School District (“AISD”) background check as a volunteer and provide a copy of emailed verification from AISD showing it has been passed prior to beginning any direct work with the Bowie OPE students.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Contractor without the prior written consent of the Boosters.

_____ Contractor Initials
_____ Booster Initials

Obligations of the Boosters.

The Boosters agree to comply with all reasonable requests of the Contractor necessary to the performance of the Contractor’s duties under this Agreement.

Termination of Agreement.

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

General Provisions.

This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by the Contractor for the Boosters and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promise, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way,

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in Travis County, Texas.

Agreed:

Louisa Thollander for the Boosters
James Bowie High School Band Boosters Association, President

_____, the Contractor

Address

Contractor Initials

Booster Initials

Address

INDEPENDENT CONTRACTOR AGREEMENT
FOR CONSULTANT

The Independent Contractor's Agreement (this "Agreement") is entered into this ____ day of _____, 20__, by and between James Bowie High School Band Boosters, a 501(c)(3) corporation, (the "Boosters") and _____, an independent contractor (the "Contractor"), in consideration of the mutual promises made herein.

Term of Agreement.

This Agreement will become effective on the ____ day of _____, 20__, and will continue in effect until the ____ day of _____, 20__, unless this Agreement is terminated in writing by either the Company or the Contractor pursuant to this Agreement.

Services to be Performed by the Contractor.

The Contractor agrees to provide the following services:

The Contractor will provide services as a Consultant to the Director and teaching staff of the James Bowie High School Outdoor Performing Ensemble ("Bowie OPE") and/or the James Bowie High School Color Guard (the term includes the Bowie Winter Guard). The services provided may include teaching and instruction on performance, design, educational guidance or other tasks/skills related to the Bowie OPE and its performances and competitions.

Compensation.

In consideration for the services to be performed by the Contractor, the Boosters agree to pay the Contractor the sum of \$_____ for the term of this Agreement. The Contractor will invoice the Boosters for services performed. The Boosters will pay the Contractor within thirty (30) days of receiving the Contractor's invoice and/or receipts. The Contractor will submit said invoices/receipts to the Booster Treasurer.

The Boosters will issue Contractor a Form 1099 as required by the Internal Revenue Service ("IRS") if necessary. The Contractor is responsible and liable for all taxes due and owing as a result of this Agreement and agrees to hold harmless and indemnify the Boosters from any claims arising from any taxes owed by Contractor.

The Contractor shall be responsible for their own fees or expenses, including but not limited to travel, lodging and meals from the compensation paid by the Boosters.

Duties of the Contractor

The Contractor agrees to provide their teaching and services to the directors and teaching staff and the Bowie OPE students based on a schedule of visits coordinated with the Director of the

_____ Contractor Initials
_____ Booster Initials

Bowie OPE and/or the Director of the Bowie Color Guard/Winter Guard. The Contractor also specifically agrees to provide the following:

The Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as the Contractor, in Contractor’s sole discretion sees fit. However, the Contractor may not use any of the James Bowie High School facilities to perform services for other clients or companies.

The Contractor will supply all tools and instrumentalities required to perform the teaching and instruction except that the Bowie OPE and Bowie Color Guard students will provide their own musical instrument.

The Contractor agrees to provide their own insurance for the Contractor and agrees to hold harmless and indemnify the Boosters for any and all claims arising out of any injury, disability or death of the Contractor.

The Contractor further agrees to hold the Boosters harmless and indemnify the Boosters from any and all claims arising from any negligent act or omission or a negligent act or omission by the Contractor.

The Contractor agrees that if s/he will be interacting directly with the Bowie OPE and/or Bowie Color Guard students, either in-person or virtually, s/he will undergo a background check pursuant to the Austin Independent School District (“AISD”) background check as a volunteer and provide a copy of emailed verification from AISD showing it has been passed prior to beginning any direct work with the Bowie OPE students.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Contractor without the prior written consent of the Boosters.

Obligations of the Boosters.

The Boosters agree to comply with all reasonable requests of the Contractor necessary to the performance of the Contractor’s duties under this Agreement.

Termination of Agreement.

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

_____ Contractor Initials
_____ Booster Initials

General Provisions.

This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by the Contractor for the Boosters and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promise, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way,

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in Travis County, Texas.

Agreed:

Louisa Thollander for the Boosters
James Bowie High School Band Boosters Association, President

_____, the Contractor

Address

Address

Contractor Initials
Booster Initials

INDEPENDENT CONTRACTOR AGREEMENT
FOR MASTER CLASS INSTRUCTOR

The Independent Contractor's Agreement (this "Agreement") is entered into this ____ day of _____, 20__, by and between James Bowie High School Band Boosters, a 501(c)(3) corporation, (the "Boosters") and _____, an independent contractor (the "Contractor"), in consideration of the mutual promises made herein.

Term of Agreement.

This Agreement will become effective on the ____ day of _____, 20__, and will continue in effect until the ____ day of _____, 20__, unless this Agreement is terminated in writing by either the Company or the Contractor pursuant to this Agreement.

Services to be Performed by the Contractor.

The Contractor agrees to provide the following services:

The Contractor will provide services as a Master Class Instructor to the students of the James Bowie High School Outdoor Performing Ensemble ("Bowie OPE"). The services provided include teaching and instruction to the Bowie OPE students specific to their instrument.

Compensation.

In consideration for the services to be performed by the Contractor, the Boosters agree to pay the Contractor the sum of \$_____ for the term of this Agreement. The Contractor will invoice the Boosters for services performed. The Boosters will pay the Contractor within thirty (30) days of receiving the Contractor's invoice and/or receipts. The Contractor will submit said invoices/receipts to the Booster Treasurer.

The Boosters will issue Contractor a Form 1099 as required by the Internal Revenue Service ("IRS") if necessary. The Contractor is responsible and liable for all taxes due and owing as a result of this Agreement and agrees to hold harmless and indemnify the Boosters from any claims arising from any taxes owed by Contractor.

The Contractor shall be responsible for their own fees or expenses, including but not limited to travel, lodging and meals from the compensation paid by the Boosters.

Duties of the Contractor

The Contractor agrees to provide teaching and instruction, either in-person or virtual, to Bowie OPE students specific to their instrument for a minimum of one hour on a bi-weekly basis in preparation for Region Band Auditions. However, Contractor may provide additional teaching and instruction as to music fundamentals for students. The Contractor will determine the

method, details and means of such instruction and shall use his/her own tools and equipment to provide said services.

The Contractor also specifically agrees to provide the following:

The Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as the Contractor, in Contractor's sole discretion sees fit. However, the Contractor may not use any of the James Bowie High School facilities to perform services for other clients or companies.

The Contractor will supply all tools and instrumentalities required to perform the teaching and instruction except that the Bowie OPE students will provide their own musical instrument for said teaching and instruction.

The Contractor agrees to provide their own insurance for the Contractor and any of the Contractor's employees and agents and agrees to hold harmless and indemnify the Boosters for any and all claims arising out of any injury, disability or death of the Contractor or any of the Contractor's employees or agents.

The Contractor further agrees to hold the Boosters harmless and indemnify the Boosters from any and all claims arising from any negligent act or omission or a negligent act or omission by the Contractor.

The Contractor agrees that if Contractor, the Contractor's employees or agents are to work directly with Bowie OPE students, whether in-person or virtually, the Contractor agrees that s/he and all of the Contractor's employees or agents will undergo a background check pursuant to the Austin Independent School District ("AISD") background check as a volunteer and provide a copy of emailed verification from AISD showing it has been passed prior to beginning any direct work with the Bowie OPE students.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Contractor without the prior written consent of the Boosters.

Obligations of the Boosters.

The Boosters agree to comply with all reasonable requests of the Contractor necessary to the performance of the Contractor's duties under this Agreement.

Termination of Agreement.

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

General Provisions.

This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by the Contractor for the Boosters and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promise, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way,

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in Travis County, Texas.

Agreed:

Louisa Thollander for the Boosters
James Bowie High School Band Boosters Association, President

_____, the Contractor

Address

Address

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Contractor Initials

Booster Initials

INDEPENDENT CONTRACTOR AGREEMENT
FOR CHOREOGRAPHER

The Independent Contractor's Agreement (this "Agreement") is entered into this ____ day of _____, 20__, by and between James Bowie High School Band Boosters, a 501(c)(3) corporation, (the "Boosters") and _____, an independent contractor (the "Contractor"), in consideration of the mutual promises made herein.

Term of Agreement.

This Agreement will become effective on the ____ day of _____, 20__, and will continue in effect until the _____ day of _____, 20__, unless this Agreement is terminated in writing by either the Company or the Contractor pursuant to this Agreement.

Services to be Performed by the Contractor.

The Contractor agrees to provide the following services:

The Contractor will provide services as a Choreographer to the Director and teaching staff of the James Bowie High School Outdoor Performing Ensemble ("Bowie OPE"). The services provided will include producing equipment or movement choreography for students of the Bowie OPE, including but not limited to, the Bowie Color Guard (the term "Bowie Color Guard" includes the Bowie Winter Guard).

Compensation.

In consideration for the services to be performed by the Contractor, the Boosters agree to pay the Contractor the sum of \$_____ for the term of this Agreement. The Contractor will invoice the Boosters for services performed. The Boosters will pay the Contractor within thirty (30) days of receiving the Contractor's invoice and/or receipts. The Contractor will submit said invoices/receipts to the Booster Treasurer.

The Boosters will issue Contractor a Form 1099 as required by the Internal Revenue Service ("IRS") if necessary. The Contractor is responsible and liable for all taxes due and owing as a result of this Agreement and agrees to hold harmless and indemnify the Boosters from any claims arising from any taxes owed by Contractor.

The Contractor shall be responsible for their own fees or expenses, including but not limited to travel, lodging and meals from the compensation paid by the Boosters.

Duties of the Contractor.

The Contractor agrees to provide producing equipment choreography or movement choreography for students of the Bowie OPE, including but not limited to, the Bowie Color

Guard. The Contractor’s services will also include teaching the Bowie OPE students and/or Bowie Color Guard the choreography to an adequate level as well as potentially changing choreography to adapt to changes within a Bowie OPE show. The Choreographer may be asked to work in person or virtually and will work and prepare a show production schedule in conjunction with the Bowie OPE Director and/or the Bowie Color Guard Director.

The Contractor also specifically agrees to provide the following:

The Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as the Contractor, in Contractor’s sole discretion sees fit. However, the Contractor may not use any of the James Bowie High School facilities to perform services for other clients or companies and Contractor may not use any of the producing equipment choreography or the same movement choreography used in creating the choreography for the Bowie OPE or Bowie Color Guard.

The Contractor will supply all tools and instrumentalities required to perform the teaching and instruction except that the Bowie OPE students will provide their own musical instrument.

The Contractor agrees to provide their own insurance for the Contractor and agrees to hold harmless and indemnify the Boosters for any and all claims arising out of any injury, disability or death of the Contractor.

The Contractor further agrees to hold the Boosters harmless and indemnify the Boosters from any and all claims arising from any negligent act or omission or a negligent act or omission by the Contractor.

The Contractor agrees that if s/he will be interacting directly with the Bowie OPE and/or Bowie Color Guard students, either in-person or virtually, the Contractor will undergo a background check pursuant to the Austin Independent School District (“AISD”) background check as a volunteer and provide a copy of emailed verification from AISD showing it has been passed prior to beginning any direct work with the Bowie OPE students.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Contractor without the prior written consent of the Boosters.

Obligations of the Boosters.

The Boosters agree to comply with all reasonable requests of the Contractor necessary to the performance of the Contractor’s duties under this Agreement.

Termination of Agreement.

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

General Provisions.

This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by the Contractor for the Boosters and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promise, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way,

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in Travis County, Texas.

Agreed:

Louisa Thollander for the Boosters
James Bowie High School Band Boosters Association, President

_____, the Contractor

Address

Address

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Contractor Initials

Booster Initials