**Agreement for Orchestra Musician Services:**

**2022 Performance Contract**

**The following** is a contract between the Mid-Columbia Symphony, hereinafter referred to as “*MCS*,” and the signee, hereinafter referred to as “*Musician*”. The regulations presented below are derived from our Orchestra Policy Manual, a copy of which is available upon request to our email.

1. For the services detailed below, MCS agrees to pay the Musician a flat rate of $60.00 for each performance and each rehearsal, or $75.00 for Principal Chairs, and $80.00 for the Concertmaster. Musicians living beyond a 50-mile radius from the Tri-Cities are eligible for travel reimbursement at the rate of $0.56/mile, up to $100. The Musician may also receive one complimentary ticket to each employed performance, subject to availability (inquire through our email).
2. The Musician is required to complete a W-9 form if one is not already on file, or both a W-4 and I-9 form if they are a Seated Musician. Each must also submit current contact information to MCS in the form of an email address, physical address, and labelled phone number (home/cell/office/etc.).

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| Musician Email | Musician Phone Number |
|  |  |  |
| Musician Address |  | Total Mileage |

1. The Musician agrees to be financially liable for any music provided by MCS. This includes any fines MCS incurs for lost, late, or damaged music. Music markings will be made with *pencil only*.
2. It is expressly agreed that all non-seated Musicians are acting as an independent contractor and not as an employee. The Musician and MCS acknowledge that this agreement does not necessarily create a partnership or joint venture between them and is primarily a contract for service. To these independently contracted Musicians, MCS is not responsible for, or required to pay toward any social security, local, state, or Federal tax, unemployment compensation, workers compensation or any other employee benefit for the Musician during the event.
3. The Musician agrees to allow MCS unrestricted rights to broadcast or re-broadcast visual and audio recordings without additional compensation.
4. The Musician agrees to allow MCS to use their name, image, and other likenesses for performance-related advertising, promotion, and media campaigns.

 **Dates of Performance**

1. Below is a list of the remaining performances planned for the current (2022) MCS season. All Musicians are allotted no more than one missed rehearsal per concert, and Seated Musicians are allotted no more than one missed concert cycle per year.
2. The Musician must initial the table below to indicate an obligation to attend and provide services for the associated date(s) of each listed concert cycle they will be employed for. Non-seated (temporary) Musicians need only initial the first listed performance.

 **Homestays**

1. For all musicians who do not have a permanent residence within a 50-mile radius of the Tri-Cities and would like to request that MCS prepare an arrangement for local accommodations, please check the box under “Homestay” in the table below for each concert cycle you require boarding for.

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| --- | --- | --- | --- |
| Initials | Performance Details |  Rehearsal Details | Homestay |
| \_\_\_\_\_\_ | February 6 | 3:00pm – 6:00pmArt Fuller Auditorium500 S Dayton St, Kennewick WA | February 3 & 4 | 7:00pm – 9:30pmFebruary 5 | 10:00am – 12:30pmSame venue |[ ]
| \_\_\_\_\_\_ | March 26 | 7:00pm – 10:00pmArt Fuller Auditorium500 S Dayton St, Kennewick WA | March 24 & 25 | 7:00pm – 9:30pmMarch 26 | 10:00am – 12:30pmSame Venue |[ ]
| \_\_\_\_\_\_ | May 21 | 7:00pm – 10:00pmRichland High Auditorium930 Long Ave, Richland, WA  | May 19 & 20 | 7:00pm – 9:30pmMay 21 | 10:00am – 12:30pmSame Venue |[ ]

 **Cancellation**

1. The Musician reserves the right to cancel an agreement for a given concert cycle without obligation upon written notice to the MCS prior to 45 days from the affiliated performance date
2. MCS reserves the right to cancel or alter an agreement for a given concert cycle without obligation upon written notice to the Musician prior to 30 days from the affiliated performance date. Alterations will be made in good faith to the Musician - nominally to hours of service and venue location, and not dates of business. Cancellations by MCS within this 30-day period will result in a $100 reimbursement to each musician whose contract was received before the cancellation’s date of announcement.

**Covid-19 Measures**

1. At this time, MCS requires proof of vaccination from the Musician for their employment at all performances and rehearsals. A signature below entails a legal commitment to providing one such piece of documentation (alongside matching photo ID), either physically or an electronic counterpart, upon arrival and in person at the first rehearsal.
	1. A valid *Vaccination Document* must include your name, type of vaccine, and dose administration dates. The Musician is considered “fully vaccinated” two weeks after the final dose of vaccine.

A list of local testing facilities will be provided upon request, including same-day and/or free and/or drive-through options should they be available. *Mask* and *Bell Cover* requirements will align with the prevailing state and local guidelines for arts performers at the time of gathering.

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| Musician Printed Name | Musician Signature | Date |
| Phillip J. Townsend | Shape  Description automatically generated with medium confidence | 10/22/21 |
| MCS Printed Name | MCS Signature | Date |

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| Space Reserved to Attach Photo ID *(Not a necessity if providing in person)* |
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| Space Reserved to Attach Proof of Vaccination *(Not a necessity if providing in person)* |
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