



TAI CHI CHUAN TEACHER ACADEMY

Guest Lecturer, Instructor, and Scholar (Guest Teacher) Contract Service Agreement

This Consulting Agreement, dated effective _____ (this "Agreement"), is made and entered into by the Tai Chi Chuan Teacher Academy and _____ (name of Guest Teacher)

1. **Background.** The Tai Chi Chuan Teachers Academy (Academy) provides course work for those interested in becoming instructors. The Academy have Academy Instructors, Senior Instructors and Master Instructors. In addition to the instructors listed above, guest lecturer, instructors or scholars (guest teachers) with specialized knowledge may be invited by the Association to teach courses for the Academy.
2. **Purpose.** The purpose of this contract is to formalize the agreements between the invited guest teacher and the Academy in regards to the services to be provided by the guest teacher and the guest teacher's compensation and reimbursements for travel, lodging and meals.
3. **Independent Contractor (Consultant)** The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. The Consultant acknowledges and agrees that the Academy will not provide the Consultant with any employee benefits, including without limitation any social security, unemployment, medical, or pension payments, and that income tax withholding is Consultant's responsibility. In addition, the parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.

4. Engagement and Services

Engagement. The Academy hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Consultant hereby accepts the engagement.

Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a Consultant with the background and experience that Consultant has represented she/he has.

The Academy shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services hereby engages Consultant and Consultant agrees to render at the request of Academy, independent consulting services ("Services") as set forth in this agreement.

Consultant shall provide the Services in a diligent and professional manner and in no event later than any scheduled completion dates set forth in the Statement of Work

Term

- a. This Agreement shall remain in effect for the following dates of the course to be taught: _____ to _____, unless sooner terminated as hereinafter provided, or unless extended by agreement of the parties and the assent of the Academy.
- b. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other; provided that if Consultant terminates this Agreement, Consultant shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly fashion assignments for the Academy which Consultant began prior to the date of notice of termination hereunder.



c. Upon termination of this Agreement for any reason, Consultant shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date Consultant ceases work under this Agreement. In addition, Consultant shall be reimbursed for any non-cancellable obligations, any cancellation penalties, and, unless Consultant terminates the agreement without cause, any expenditures reasonably made in order to perform the Services that were to occur had cancellation not occurred.

5. Consultancy Fee

Consultancy Fee. In consideration of the Services to be rendered hereunder, the Academy shall pay Consultant a Consultancy fee:

\$ _____ for each of hour of service

6. Reimbursements

Reimbursements. Consultant shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Academy.

\$ _____ for pre-approved travel expenses.

\$ _____ for pre-approved lodging expenses

\$ _____ for pre-approved meal expenses

\$ _____ for pre-approved supply expenses

7. Services.

Description of the Academy Course to be Offered:

List of the Dates of the Course. _____.

Number of Hours per Day, Hours per Day _____.

Total Number of Teaching Hours of Agreement. _____ hours

8. Compensation.

Compensation. The Consultant shall submit to the Academy an invoice detailing the Services performed and the amount due. All such invoices shall be due and payable within _____ calendar days after receipt thereof by the Academy.

9. Liability and Indemnification. Neither Academy, nor its officers, directors, employees, affiliates, or parent companies shall be liable for any injury to the person or property of Consultant or its employees or contractors, except to the extent that such injury was directly caused by the fault or negligence of Academy or its employees acting within the scope of their employment.

In addition to any other indemnification obligation herein, Consultant shall indemnify, defend and hold Academy and its officers, directors, and employees, harmless from and against all expenses, costs, damages, liabilities and losses (including, without limitation, reasonable attorney fees) incurred by Academy in connection with any claim, investigation, demand, action, suit or proceeding (whether civil, criminal, administrative or investigative) arising out of or resulting from Consultant's performance of the Services, including but not limited to, the following:

a. Consultant's failure to deduct and pay taxes required by law on compensation Consultant is obligated to pay to its officers, employees or independent contractors; and

b. Personal injury or death, as well as loss or damage to property, caused directly or indirectly by the acts, omissions or negligence of Consultant or any of Consultant's agents, employees, officers or independent contractors engaged in the performance of the Services under this Agreement.

10. Entire Agreement and Notice. This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.



11. Governing Law This Agreement shall be construed and enforced in accordance with the laws of _____ (name of country where the services of the guest teacher are provided).

12. Arbitration: Consultant and Academy agree to resolve any disputes arising from this agreement through a mutually agreed-upon local service provider of mediation and arbitration programs aligned with best practices as identified by the American Arbitration Association or other professionally recognized arbitration organization mutually agreed to by the Parties. All fees and costs incurred for the mediation/arbitration process shall be shared equally by the parties unless agreed otherwise in a fee agreement or determined otherwise by the arbitrators.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

[Consultant's Signature]

[Date]

ACADEMY

By: _____

[ACADEMY's Representative Signature]

Title: _____

Date: _____

