



**South Dakota Music Education Association**  
**www.sdmea.net**

**Independent Contractor/Consultant  
Letter of Agreement Between**

Name \_\_\_\_\_ (Referred to as Contractor)

Address \_\_\_\_\_  
\_\_\_\_\_

AND

South Dakota Music Education Association  
(Referred to as SDMEA)

SDMEA hereby enters into an Agreement for Contractor Services with the Contractor.

**I. THE CONTRACTOR**

- A. The Contractor Services shall commence on \_\_\_\_\_
- B. The Contractor agrees, for the purpose of this agreement, to provide the following services to SDMEA:  
  
    Serve as adjudicator for \_\_\_\_\_
- C. The Contractor agrees to hold harmless and indemnify SDMEA, its officers and agents, from and against any and all actions, suits, damages, liabilities or other proceedings which may arise as a result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from acts or omissions of the SDMEA, its officers or agents.

**II. SDMEA**

- A. SDMEA will make payment for services rendered upon satisfactory completion not to exceed a \$100 flat fee plus \$1 per audition.
- B. Will SDMEA pay contractor/consultant expenses as a separate item?  
Yes \_\_\_\_\_ No x \_\_\_\_\_

If yes, total amount of such expenses will not exceed the following, as per South Dakota State per diem rates:

<u>Meals, per day:</u>	<u>Lodging</u>	<u>Mileage</u>
Breakfast \$5	\$45 per night	\$.32 per mile
Lunch \$9		
Dinner \$12		

If yes, total amount of such expenses will not exceed \$\_\_\_\_\_

C. Total Contract amount is not to exceed \$ \$300.

D. SDMEA agrees to do the following:

pay \$100 flat fee plus \$1 per recorded audition to adjudicate

III. OTHER PROVISIONS

A. General Provision: The services rendered are under the control of the contractor who may, with written notice and within the provisions of the agreement, hire qualified assistants to provide such services as may be appropriate.

B. Amendment Provision: This contract contains the entire requirement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties.

C. Termination Provision: The agreement can be terminated upon thirty (30) days written notice by either party and may be terminated for cause by SDMEA at any time without notice.

D. Insurance Provision: Does SDMEA require that the Contractor possess appropriate insurance? Yes X No \_\_\_\_\_  
(If yes, does the contractor agree, at its sole cost and expense, to maintain adequate general liability, worker's compensation, professional liability and automobile liability insurance during the period of this agreement?) Yes X No \_\_\_\_\_

E. Membership Provision: The Contractor agrees to be a member in good standing in the National Association for Music Education (NAfME)/South Dakota Music Education Association (SDMEA). The Contractor's membership status must be current.

Member ID# \_\_\_\_\_

IV. TAXPAYER INFORMATION

Please complete the appropriate classification and enter your TIN and corresponding legal name in the appropriate box. For individuals, your TIN is your social security number.

Check appropriate box: \_\_\_ Individual/Sole Proprietor \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Other

Tax Identification Number (TIN):

\_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Social Security Number

Or

\_\_\_\_ - \_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
Full Legal Name

\_\_\_\_\_  
Full Legal Name

In witness hereto the parties signify their agreement by affixing their signatures hereunder.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized SDMEA Signature

\_\_\_\_\_  
Date