**GENERAL SERVICE AGREEMENT**

**THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_

BETWEEN:**

Generic School Name and Address
(the "Hosting Site")

**- AND -**

Pan Outreach Program of 2013 Sibley View Lane, Northfield, Minnesota 55057
(the "Provider").

**BACKGROUND:**

1. The Hosting Site is of the opinion that the Provider has the necessary qualifications, experience and abilities to provide services to the Hosting Site.
2. The Provider will provide the following services to the Hosting Site on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Hosting Site and the Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Hosting Site hereby agrees to engage the Provider to provide the Hosting Site with possible services (the "Services") consisting of one or more of the following:
	* Loan 16-24 piece steel drum instruments (with mallets) to a school
	* Offer clinics and classes (e.g. history, development, pedagogy, culture, manufacture,
	etc.)
	* Conduct group lessons and rehearsals
	* Provide performance options and preparation
	* Performance of simple tunes for class, concerts, parents
	* Solo, duet, small ensemble performance(s)
	* Joint, shared performance with Pan-handlers
	* Provide educator training and other resources
	* Arrange custom parts for steel drum integration into existing arrangements
2. The Services will also include any other tasks which the Parties may agree on. The Provider hereby agrees to provide such Services to the Hosting Site.

Term of Agreement

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services on the date of completion, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
2. In the event that either Party wishes to terminate this Agreement prior to completion of the Services, that Party will be required to provide at least one day's notice to the other Party.

Performance

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

1. **This is provided as an educational service by Pan Outreach. Fee for service addendum to be agreed upon prior to residency start date.**

Likeness Release

1. Hosting Site agrees to add Provider as a beneficiary of the Hosting Site’s agreement with students and staff to use one or more of the Hosting Site’s student’s or staff’s likeness and/or image in marketing and promotional materials to further the Pan Outreach Program’s mission of providing a program to educate people of all ages in the art of world music and performance. Hosting site agrees to deliver a list of students that have opted out of the likeness clause (or similar clause) as articulated in the “Additional Resources” section below (§ 8.d).

Additional Resources

1. The Hosting Site agrees to provide, for the use of the Provider in providing the Services, the following resources:
	1. Provide adequate space for the instruments to be safely stored.
	2. Hosing Site will be responsible for instrument damage or theft outside of designated service times and when Pan Outreach staff are off site.
	3. Building access at the agreed upon times to provide services
	4. Deliver a **list of students participating that have opted out of the Hosting Site’s likeness clause** as it pertains to marking and promotional materials

Ownership of Materials and Intellectual Property

1. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Provider. The Hosting Site is granted a non-exclusive limited-use license of this Intellectual Property.
	* Pan Outreach will retain copyright in all Intellectual Property developed during this engagement
2. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Provider.

Return of Property

1. Upon the expiry or termination of this Agreement, the Hosting Site will return to the Provider any property, documentation, records, or other information which is the property of the Provider.

Capacity/Independent Provider

1. In providing the Services under this Agreement it is expressly agreed that the Provider is acting as an independent Provider and not as an employee. The Provider and the Hosting Site acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
	1. Generic School Name and Address
	2. Pan Outreach Program c/o Jeremy D. Kunkel
	2013 Sibley View Lane, Northfield, Minnesota 55057

or to such other address as any Party may from time to time notify the other.

Indemnification

1. Except to the extent paid in settlement from any applicable insurance policies, to the extent permitted by applicable law, and to the terms outlined above, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clause

1. Pan Outreach staff will ensure students are either in a group setting with either peers or adult staff members.

Legal Expenses

1. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Assignment

1. The Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Hosting Site.

Entire Agreement

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Governing Law

1. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

|  |  |
| --- | --- |
|    | Generic School RepresentativePer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)  |
|    | Pan Outreach ProgramPer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)  |