

**NOTE: This is a sample. DO NOT USE THIS AS LEGAL ADVICE. Cultivate.Coop, NASCO, and anyone else are not liable for any damages.**

## **Appendix A: Sample Contract**

### **Contract between Treehouse Co-op and Harry Potter**

**THIS AGREEMENT**, ENTERED INTO THIS 1st DAY OF MAY, is by and between the Treehouse Co-op, located at 17 Maple Way, Forest Hills, MI (hereinafter referred to as "Treehouse" and <<**Harry Potter**>> located at 4 Privet Drive, Little Whinging, Engand (hereinafter referred to as "CONTRACTOR").

#### **WITNESSETH:**

**WHEREAS** TREEHOUSE CO-OP has determined that **Harry Potter** has the expertise to provide specific contracted curriculum development, training, and facilitation services, and

**WHEREAS**, in light of Harry's experience, it is to TREEHOUSE CO-OP's benefit to contract with **Harry Potter** to provide curriculum development, training, and facilitation services for 2009 TREEHOUSE CO-OP Action Camp.

**NOW THEREFORE**, in consideration of the foregoing, the parties mutually agree as follows:

1. **TERM OF AGREEMENT.** "This agreement shall be effective as of **May 1, 2009** and shall terminate **May 1, 2010** unless terminated earlier in accordance with provisions of Section 5 below. The amount of work to be done by CONTRACTOR during the term of this Agreement shall be paid in one installment of \$1200 no later than August 31, 2009.

2. **SERVICES OF TREEHOUSE CO-OP and CONTRACTOR.**

TREEHOUSE CO-OP and CONTRACTOR agree upon the following roles and responsibilities:

#### **A. ROLES AND RESPONSIBILITIES OF TREEHOUSE CO-OP**

- o Reserve accommodations and conference facilities
- o Coordinate food services
- o Purchase supplies and materials
- o Promote Action Camp
- o Maintain registration information
- o Share relevant registrant information with contractor
- o Contribute to registration packet content
- o Print and mail promotional materials and registration packets
- o Print handouts and reading materials
- o Work with contractors to put together "Resource Library"
- o Work with CONTRACTORS to set up, assist with facilitation, and clean up following Action Camp
- o Ensure participants' dietary and accessibility needs are met
- o Budget, fundraise, and solicit in-kind donations for Action Camp
- o Reduce costs where possible
- o Compile evaluations and Action Camp report
- o Add action campers to listserv
- o Field inquiries from Action Campers when possible; refer to CONTRACTOR(S) when necessary.

## B. ROLES AND RESPONSIBILITIES of CONTRACTOR(S)

- o Promote Action Camp when possible
- o Determine tentative week schedule with staff input at least three weeks before Action Camp begins
- o Request supplies and materials for Action Camp at least three weeks before Action Camp begins
- o Compile and format registration packet content, with staff input, at least one week before they are mailed
- o Prepare handouts and other reading materials to be copied at least one week before Action Camp begins
- o Work with staff to put together "Resource Library"
- o Develop curriculum, content, and activities
- o Arrive at Action Camp at least 3 hours before program begins to prepare
- o Implement curriculum, content, and activities from August 13 at 4 pm through August 16 at 5 pm
- o Serve as resource to Action Camp participants during informal discussions throughout the week of Action Camp
- o Assist with clean up after the program ends
- o Submit receipts for travel and expenses
- o Reduce costs where possible
- o Provide input in post-Action Camp evaluation meeting
- o Make recommendations regarding the future of TREEHOUSE CO-OP Action Camp
- o Respond to inquiries from Action Campers that relate directly to CONTRACTOR's area of expertise for one year following Action Camp (within reason)

3. PAYMENT OF DIRECT PROJECT EXPENSES. CONTRACTOR shall receive payment upon completion full week of Action Camp. CONTRACTOR'S expenses shall be paid by TREEHOUSE CO-OP with a check made payable to **Harry Potter**, mailed or delivered to the address of record in this agreement.

4. ADDITIONAL EXPENSES. TREEHOUSE CO-OP will reimburse CONTRACTOR for other agreed upon expenses incurred by CONTRACTOR as a direct result of providing services, provided that CONTRACTOR submits receipts within one month of expenses incurred.

5. TERMINATION. TREEHOUSE CO-OP and CONTRACTOR shall have the right to abandon or cancel this project at any time, given 30 days written notification. CONTRACTOR shall be entitled to compensation for all services performed prior to written notification of such termination.

6. RELATIONSHIP OF PARTIES. In performing the services specified under the terms of this Agreement, CONTRACTOR agrees that it is acting as an independent contractor, not as an agent or employee of the TREEHOUSE CO-OP.

7. WAIVER. Failure by either party to insist upon strict performance by the other of any term or condition of this agreement shall not constitute a waiver of any such term or condition.

8. SEVERABILITY. If any provision of this agreement or any application thereof shall be invalid or unenforceable, the remainder of the agreement and any other application of such provision shall not be affected thereby.

12. NOTICE. Any notice, invoice, or check required by this agreement to be given by either party should be presented to the other party in writing via mail or email at their respective addresses as follows:

If notice goes to CONTRACTOR:

Harry Potter  
4 Privet Drive  
Little Whingling, Engalnd

harry.potter@Hogwarts.edu

If notice goes to TREEHOUSE CO-OP:

Treehouse Co-op  
17 Maple Way  
Forest Hills, MI  
admin@Treehouse.coop

13. GOVERNING LAW. This Agreement shall be interpreted according to the laws of the state of Michigan, regardless of its place of execution. Any actions, suits or claims that may arise pursuant to this Agreement shall be brought in a court of competent jurisdiction in the state of Michigan.

**FOR TREEHOUSE CO-OP**

**FOR CONTRACTOR**

**Sign/Date**

**Sign/Date**