

SAMPLE – CHAPTER DEMONSTRATOR CONTRACT TEMPLATE¹

Demonstrator	Phone
Address 1	Cell
Address 2	Fax
City-State-Zip	Email

Demonstration Agreement

This agreement constitutes a contract between the above listed Demonstrator and the *{Chapter Name}*. It consists of three parts: the Offer (what is to be demonstrated and what each parties responsibilities are), the Terms (what consideration is to be paid by *{Chapter Name}*, and when it is to be paid), and the Acceptance (the signatures/consents of the Demonstrator and *{Chapter Name}* to be bound by the terms of the offer).

The Offer

General Items

- A. The Demonstrator confirms he/she is either a current member of the American Association of Woodturners in good standing, or is otherwise performing these services on a volunteer basis. If not, the Demonstrator must provide a General Liability Policy Certificate of Insurance of at least \$1,000,000 naming *{Chapter Name}* as an additional insured.

Additionally, this agreement confirms the Demonstrator's status as an Independent Contractor or Volunteer, and not as an employee of *{Chapter Name}*. This agreement formalizes the event as a *{Chapter Name}* chapter-sanctioned activity for AAW related insurance coverage(s) as applicable.

Please sign here indicating you have read, understand, and certify the above to be true:

Note: If you are a current member of the American Association of Woodturners, this agreement invokes your individual AAW general liability insurance coverage under the AAW commercial general liability insurance policy underwritten by Philadelphia Insurance Company, policy # PPK982724.

- B. *{Chapter Name}* is to provide materials, tools and support (such as unloading/loading of materials and tools at the demo venue, demo setup support, etc.) to the Demonstrator for a woodturning related demonstration as described herein and in conformance with any above listed References.

- C. Any work not specified in this offer, done at the request of the Demonstrator or *{Chapter Name}*, shall only be done upon written agreement (email exchange will do) or amendment to this agreement.
- D. The Demonstrator and *{Chapter Name}* will make every attempt to complete the demonstration as scheduled, subject to any causes beyond the control of the Demonstrator or *{Chapter Name}* which may prevent or delay such completion including, without limitation, any of the following: weather, change orders, availability of materials, acts of God, and postponements imposed by and for the benefit of *{Chapter Name}*.
- E. *{Chapter Name}* is to provide a free and clear demo/working area as is reasonable.
- F. *{Chapter Name}* shall be responsible for cleaning up the demo area after the Demonstrator has completed his/her demonstration and has removed their associated materials and tools.
- G. The Demonstrator agrees to follow generally accepted safety guidelines in a manner similar to those ascribed by the AAW, including but not limited to:
- You are required to wear a full face shield and practice appropriate safety precautions while demonstrating at the lathe, as well as include safety measures in your presentation.
 - When selecting your woods, please be aware of wood allergies. No toxic or exotic woods may be used.
 - Because of the air conditioning systems, sanding must be done only as a last resort, not as a part of the demonstration.
 - Microwave ovens, open flames and propane torches cannot be used because of fire marshal and site regulations.

All demonstrators are responsible for compliance with AAW's safety policy. The most current AAW Safety Policy is posted on <http://www.woodturner.org/?page=Safety>.

- H. Other general items as specified by the Demonstrator:

- I. Other general items as specified by *{Chapter Name}*:

Specific Items

1. The Demonstrator will demo the following woodturning technique(s) or associated related topic(s). Please provide a short description here:

2. *{Chapter Name}* shall make available the following lathes and tools. Demonstrator please check mark those to be used:

- ☐ Description of Lathes/Tools, etc.
- ☐ Description of Lathes/Tools, etc.
- ☐ Description of Lathes/Tools, etc.

3. Although *{Chapter Name}* has a single chuck for each lathe, the Demonstrator should consider providing his own along with any lathe tools he may need.

4. The demonstration shall take place at *{location/address}* unless otherwise specified. Specify here if not at *{location/address}*:

5. The demonstration shall be held on: date _____; at (time) _____ and will take approximately _____ hour(s) to complete.

6. Other specific items as specified by the Demonstrator:

7. Other specific items as specified by *{Chapter Name}*:

Terms

The following terms will apply if compensation is being provided in return for these demonstration services:

1. All invoices are due and payable within ten days of receipt.
2. A \$_____ down payment is due upon acceptance of this agreement to show good faith and to reserve a spot in the Demonstrator's schedule. If this agreement is cancelled any time after signing by either party to this agreement, the Demonstrator shall return the down payment in full within ten working days.
3. If reasonable travel expenses are to be reimbursed, they are expected not to exceed \$_____.
4. Total cost to be paid to the Demonstrator for this demonstration is \$_____.

Acceptance

We find the offer and terms of this agreement satisfactory and they are hereby accepted. The Demonstrator is authorized to obtain the materials required to perform the demonstration as specified. Payment will be made as outlined in the terms above.

Demonstrator

Accepted by

Printed Name

Signature

Date

{Chapter Authority}

Date

¹ This sample contract for demonstration services is only intended to provide chapters with the basic elements necessary to document demonstration services in a manner consistent with how the AAW blanket general liability insurance and optional general liability policies define contractor relationships. A standard contract form such as this may not achieve the full level of protection that each individual chapter might need for all instances.

The purpose in having formal agreements is to be specific and reduce the agreement to writing so that misunderstandings are avoided. The person signing needs to have actual authority for greatest safety or at least apparent authority to bind the opposing side to the contract.

Each chapter should consider state law when adding any disclaimers of liability and should contact an attorney or insurance professional before entering into any agreement that purports to change the duties of the chapter under any insurance coverage it may have whether from AAW or from any other source.