

Teacher's Contractual Agreement

This independent teaching contract is made and effective this day _____ of _____, by and between Roxanne Puchalski MDA further referred to as ("teacher") and _____ further referred to as ("client").

Agreement

This agreement between the above mentioned parties is for the professional services of the teacher to agree to instruct classes in Decorative Painting for said client in compliance with the following terms and conditions. Said client further agrees to fulfill the terms and conditions as below stated.

1. Engagement

Client hereby engages teacher and teacher accepts engagement, to provide class level instruction in Decorative Painting.

2. Teaching Fee

Client shall pay teacher a fee of \$500.00 (five hundred dollars US Funds) per day (8 hour maximum) of class instruction for a minimum number of 2 (two) consecutive days unless otherwise approved by teacher. Maximum number of students per day not to exceed 25 (twenty-five). Any classes over 25 students will be charged an additional \$17.50 per student per day and must have prior approval by teacher.

3. Transportation

Client agrees to pay all transportation charges to teacher as follows:

- Teacher will be provided air transportation to and from clients location. Ground transportation, will be provided by client for teacher to and from airport. If ground transportation cannot be provided client agrees to pay for car rental by teacher for said purpose. Teacher will make all air transportation arrangements 30 days in advance of class date and client will reimburse teacher within 14 days of receiving an invoice for transportation costs.
- At teacher's discretion, teacher may agree on automobile transportation to and from clients location. If this is in agreement client agrees to pay teacher 32 (thirty-two) cents per mile (round trip) and payment will be made at the conclusion of classes.

4. Lodging

Client agrees to provide teacher housing as per the following conditions:

- Lodging arrangements are to be made by client and will be in a nationally recognized hotel or motel complex. For example: Holiday Inn, Quality Inn, Comfort Inn, etc. If a nationally recognized hotel or motel is not available in the class location client will provide teacher information from the nearest hotel or motel that they feel is of the caliber requested by teacher and teacher will then make the final decision.
- Teacher will have the right to refuse any and all accommodations if teacher feels they are not of satisfactory condition. At which point teacher will assume the responsibility of securing lodging and client will agree to accept charges for said lodging.
- Location will be as close as possible, to the class-site. Transportation is to be provided by client, if teacher is using air transportation to and from the class location from the hotel or motel.
- Lodging may include a day prior and a day after classes depending on class location, travel arrangements, and length of class. This will be at the teacher's discretion.

5. Meals

Client agrees to provide teacher with 3 meals per day as per the nationally recognized standard. This will include travel days.

6. Additional Charges

Client agrees to reimburse teacher for all expenses incurred by teacher for mailings, tolls, shipping costs, etc. while teacher is exercising this agreement.

7. Painting Surfaces

Client agrees to purchase painting surfaces from teacher or from the teacher’s designated vendor, for all classes taught by teacher, while under this agreement.

8. Clients Responsibilities

Client will provide the teacher with an easel and table in the classroom. All students must wear nametags. Teacher will have the authority to dismiss and request to leave the classroom any student that the teacher feels is causing a nuisance in the class or otherwise interrupting the teachers duties and responsibilities.

9. Payment

Client agrees to pay teacher a nonrefundable deposit of \$200.00 (two hundred dollars) US Funds upon the signing of this agreement and dates being agreed and reserved. Client further agrees to pay teacher the balance in full upon the teacher’s arrival at the class location. Upon the completion of all classes, client agrees to pay teacher for all expenses that the teacher incurred, upon receiving a statement for these charges before teacher’s departure.

10. Cancellations

Cancellations by either party involved in this agreement must be in writing and remitted to other party a minimum of 12 (twelve) weeks before the scheduled class dates.

- If teacher is canceling for any reason teacher agrees to refund any and all monies that the client has remitted.
- If client is canceling, teacher will retain any and all monies that client has remitted. Teacher will also be paid any prior expenses that teacher has incurred for the purpose of this agreement. This will include surfaces, photos, instructions, mailing expenses, shipping, etc. Client agrees to remit this payment within 14 (fourteen) days of the written cancellation notice.

11. Final Agreement

This agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral. This agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties. If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and in effect as if such invalid or unenforceable term had never been included.

12. Acceptance

Upon the written signatures of above mentioned parties upon this agreement this shall be a binding document.

Client _____ Accepted by Roxanne Puchalski MDA (teacher)
Client Signature & Date this _____ day of _____

Signature _____
