

## Sample Instructional Services Contract between Provider and Instructor

**This Agreement** is hereby made by and between <insert Provider name> \_\_\_\_\_ (hereafter "Provider"), in <insert state> \_\_\_\_\_ with offices at <insert address> \_\_\_\_\_, and <insert Instructor's name> \_\_\_\_\_ (hereafter "CONTRACTOR"), a <insert Instructor's state> \_\_\_\_\_ CONTRACTOR with offices at:

Instructor Name

Instructor Address

Instructor Phone:

Instructor Email:

**Whereas**, CONTRACTOR has the capacity to provide educational services of the type contemplated by this Agreement: and **Whereas**, <insert Provider name> \_\_\_\_\_ desires the services of CONTRACTOR for such educational services. **Now, therefore**, <insert Provider name> \_\_\_\_\_ and CONTRACTOR agree as follows:

**1. Services to be Provided:** CONTRACTOR agrees to provide the services of its employee <insert speaker name> \_\_\_\_\_ to deliver the following educational course and session in the following capacity:

**COURSE NAME:** \_\_\_\_\_  
**COURSE DATE, START & END TIMES:** \_\_\_\_\_  
**CAPACITY:** \_\_\_\_\_  
**PLACE:** \_\_\_\_\_ **Location name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

**2. Terms of Payment:** <insert Provider name> \_\_\_\_\_ shall pay CONTRACTOR the sum of <insert amount > \_\_\_\_\_ to be paid onsite.

**3. Terms of Reimbursement of Expenses:** <insert Provider name> \_\_\_\_\_ shall reimburse CONTRACTOR for expenses specific to this Agreement when original receipts are submitted within ten (10) days of the program according to the following schedule: a) one night hotel at the <insert hotel> \_\_\_\_\_ to be billed to the <insert Provider name> \_\_\_\_\_ on <insert date> \_\_\_\_\_ and food expenses not to exceed \$ \_\_\_\_\_ per 24-hour period. Items that will **NOT** be reimbursed include:

- |  |  |
|--|--|
| <input type="checkbox"/> Long distance telephone calls | <input type="checkbox"/> Airport parking                               |
| <input type="checkbox"/> Movie rentals                 | <input type="checkbox"/> Taxi transportation to and from hotel/airport |
| <input type="checkbox"/> Alcoholic beverages           | <input type="checkbox"/> Mileage                                       |
| <input type="checkbox"/> Internet (personal use)       | <input type="checkbox"/> Other: _____                                  |

Please provide CONTRACTOR arrival and departure dates: \_\_\_\_\_-\_\_\_\_\_. Would the CONTRACTOR prefer for Provider to make the accommodations? Yes \_\_\_ No \_\_\_

**4. Method of Instruction:** CONTRACTOR acknowledges that CONTRACTOR shall: 1.) satisfy the learning objectives set by <insert Provider name> \_\_\_\_\_ for the course as outlined in the course material; 2) achieve a satisfactory pass rate by the students of the exam to be administered at the conclusion of the course if such course requires an examination; and 3) receive from students attending the course an average evaluation score of 3.5.

**5. Reference Material:** Provider agrees to provide CONTRACTOR reference material for use by CONTRACTOR in the course. Provider will also provide CONTRACTOR with student reference material for each course registrant. CONTRACTOR agrees to bring own laptop with the PowerPoint Presentation and video (if necessary) preloaded. Please select the type of computer CONTRACTOR will use for the PowerPoint \_\_\_ PC \_\_\_ MAC (**MAC users must bring VGA cables for projector hookup**).

**6. Bio, Photo & W9 Form:** Are due to Provider with this signed contract by <insert date> \_\_\_\_\_

**7. Audio Visual Requirements:**

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**8. Warranties:** CONTRACTOR represents and warrants that lectures and educational materials shall contain nothing of such a nature that could be reasonably considered scandalous, defamatory or obscene. CONTRACTOR further represents and warrants that any and all education materials utilized in the course shall not violate, infringe or impede the legal or equitable rights of any person, firm, corporation, or other organization.

**9. Tax Duties and Responsibilities:** Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by <insert Provider name> \_\_\_\_\_ on behalf of CONTRACTOR or the employees, officers, or shareholders of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to services performed hereunder for federal or state tax purposes. CONTRACTOR understands that it is responsible to pay, according to law, its income tax.

**10. Termination with Cause:** With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination with cause. Reasonable cause shall include, without limitation: a) material violation of this Agreement; b) any act exposing the other party to liability to others for personal injury or property damage; c) cancellation of the subject event; d) any circumstance beyond the control of either party. In the event of a cancellation by CONTRACTOR, CONTRACTOR agrees to refund any advance payment received from <insert Provider name> \_\_\_\_\_.

**11. Products:** CONTRACTOR shall not sell materials before, during and/or after course session.

**12. Notices:** Any notice given in connection with this Agreement shall be in writing and shall be delivered in writing to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

**13. Choice of Law:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the law of the State of <insert Provider State> \_\_\_\_\_.

**14. Arbitration:** Any dispute under this Agreement or related to this Agreement shall be submitted to binding arbitration by the American Arbitration Association. Damages shall be for actual damages only; punitive damages shall not be awarded.

**15. Previous Agreements:** This Agreement cancels and supersedes all previous agreements by and between CONTRACTOR and <insert Provider name> \_\_\_\_\_ and constitutes the entire agreement between the parties hereto.

**16. Amendment:** This Agreement may be amended or modified only by written agreement executed by both of the parties hereto.

**CONTRACTOR**

Authorized Signature:

\_\_\_\_\_

Date \_\_\_\_\_

<insert Provider name> \_\_\_\_\_

Authorized Signature:

\_\_\_\_\_

Date \_\_\_\_\_