

## Sample Contract for a Self-Employed Musician

*[This contract template is provided as a courtesy and should only be used as a starting point for the parties' negotiations. An independent contractor agreement is a legal document, and both parties should obtain any legal advice they deem necessary prior to signing a final contract.]*

This Independent Contractor Agreement is made between:

**[Name of Board or Church]** ("the Board")

and

**[Name of Organist]** ("the Organist")

The Board wishes to retain the Organist as an independent contractor to provide services as an Organist and Choir Director of **[name of church]**, ("the Church"). The parties wish to confirm the terms that shall govern the contractual relationship. As such, in exchange for the mutually beneficial terms and undertakings set out below, the parties agree as follows:

### 1. Start Date and Nature of Relationship

The Organist will provide services to the Board commencing on [Insert Date]. This Agreement may be terminated in accordance with its provisions and may only be modified by mutual written agreement of the parties.

The parties agree that the Organist will be providing services to the Board under this Agreement as an Independent Contractor. The Parties further agree that the Organist is not an employee or a dependent contractor, and is not entitled to any employment rights or benefits.

Accordingly, the Organist is solely responsible for payment of all taxes and/or payments arising out of the fees for services under this Agreement including, but not limited to, income taxes (and if applicable), H.S.T., employment insurance, Canada Pension Plan, provincial pension plans, Employer Health Tax and any other taxes or fees, as required.

The Organist agrees to save harmless and indemnify the Board from and against all claims, charges, taxes or penalties and demands which may be made, as a result of the Organist's delivery of services pursuant to this Agreement, by the Minister of National Revenue requiring the Board to pay income tax under the Income Tax Act (Canada), H.S.T., or in respect of any and all claims, charges, taxes or penalties and demands which may be made on behalf of or related to the Canada Employment Insurance Commission,

the Ministry of Labour, the Canada Pension Plan, the applicable workers' compensation authorities or any other statutory body.

## 2. Job Duties

Subject to the general direction of the Music Committee of the Church, the Organist shall have responsibility for the care and control of the music at the Church, and in particular has responsibility:

- a. to select, prepare and play organ music as required at services of worship;
- b. to lead the congregation in the singing of hymns and other service music;
- c. to select, rehearse, direct and accompany the music sung by the choir(s) and soloists;
- d. to choose the hymns **[in consultation with the Minister]**;
- e. to train and develop the choir(s) by conducting regular rehearsals at times mutually agreed upon by the Organist and the choir(s).

The Organist shall also oversee the care of the church organ(s) and piano(s) and make recommendations to the appropriate authorities regarding maintenance and repair.

The Board shall provide the Organist with access to reasonable secretarial assistance (without charge to the Organist) to support the Organist in fulfilling the above duties.

In carrying out the duties and responsibilities of this position, the Organist agrees to comply with all applicable Church and/or Board policies, procedures, rules and regulations, both written and oral, as are implemented from time to time. The Board agrees to advise the Organist of all such policies, procedures, rules and regulations and to provide copies of any them that exist in writing.

## 3. Compensation, Vacation and Other Entitlements

The Organist will be paid a professional fee for services of [\$Insert amount] plus HST, and will invoice the Board accordingly. The invoices will be submitted and paid on a monthly basis.

In addition to the above salary (and without any reduction or set-off against that salary), the Organist will be entitled to earn per diem fees for providing music at weddings and funerals in the Church as set out in section 4 below. The Organist is also permitted to earn additional fees for providing private instruction to students on the Church premises as set out in section 5 below.

In the event that the Organist needs to be temporarily absent from performing his or her duties, [insert details of who will be responsible for arranging for and compensating a suitable replacement. See the last page for possible arrangements.]

The Organist shall be entitled to reimbursement of reasonable business-related expenses within the approved budget. **[Insert details of any applicable expense/music budget and whether any pre-approval of expenses is required]** Approved business expenses will only be reimbursed upon submission of supporting receipts and/or invoices.

#### **4. Weddings and Funerals**

The organist shall provide music, if required, for all weddings and funerals in the Church and is entitled to be paid a minimum fee (in addition to the salary set out above) for such events as set out below. The Organist shall be entitled to their fee regardless of whether an outside musician is brought in for the event.

The minimum fee for weddings shall be **[insert amount]**. An additional fee of **[insert amount]** shall be paid if attendance of the Organist is required at the rehearsal. The Church shall be responsible for collecting the fee from the family or wedding coordinator and remitting it to the Organist.

The minimum fee for funerals shall be **[insert amount]**. The Church shall be responsible for collecting the fee from the funeral director and remitting it to the Organist.

The minimum fees for weddings and funerals shall be reviewed annually by the Organist and the Board. In no case shall the minimum fees for weddings or funerals be changed except with the consent of both parties.

#### **5. Private Instruction**

The Organist may give private instruction in piano, organ, voice and music theory on the Church premises, provided that such instruction shall not interfere with normal church activities or with the Organists' other contractual duties. The Organist is responsible for setting and collecting any fees charged to the Organist's private students. The Organist may permit his or her students to use the organ for practice as he or she sees fit, provided that such practice shall not interfere with normal church activities. The use of the facilities shall be scheduled in advance through the Church office. No person may use the organ without the consent of the Organist.

#### **6. Confidentiality**

During the term of this Agreement, the Organist may be exposed to confidential information. The term "confidential information" includes all non-public information regarding the Board, its members, employees and volunteers, the Church and its congregants, and any non-public documentation and information regarding the Board and/or the Church's operations and activities. The Organist agrees to maintain the confidentiality of the confidential information, not to use, disclose, produce or retain copies of any confidential information other than as necessary to fulfil his or her duties, and to treat the integrity and security of the Board and/or the Church's files and computer

networks with all due diligence. This confidentiality requirement is enforceable for the duration of this Agreement and at any time thereafter (regardless of the reason for termination of the Agreement).

## **7. Conflict of Interest**

The Board recognizes the Organist's right to have other clients provided there is no conflict of interest with this Agreement. If the Organist becomes aware of a potential or actual conflict of interest, the Organist shall immediately disclose the conflict to the Board, and the parties may engage in discussions regarding potential remedies. If the parties are unable to agree on a remedy, either party may terminate the Agreement in accordance with its terms.

## **8. Termination of This Agreement**

This Agreement may be terminated for any lawful reason by either party with **[insert agreed number of weeks/days]** of written notice or, in the case of the Board, payment in lieu of notice. The parties agree that this notice period shall apply regardless of whether a court or tribunal were to find that the Organist is a dependent contractor.

While it is understood and agreed between the Parties that the Organist is an Independent Contractor and not an employee and that no notice or termination payments, other than as set out in this Agreement, are due upon termination, in the event that a competent authority determines the Organist to be an employee, the Parties agree that the Organist shall only be entitled to the minimum notice (or pay in lieu), severance (if any), and any other minimum entitlements as set out in the applicable employment standards legislation.

## **9. Church Property**

During the course of the Organist's tenure, the Board may grant the Organist use of Church property, including the Church organ, piano, administrative facilities, computers, email servers and networks. All such items remain the property of the Board and/or the Church and must be returned upon request or termination of this Agreement.

The Organist further acknowledges that all Church computers, laptops, phones or other electronic devices, email servers, computer system and network are Church property, and are to be used only for legitimate and appropriate business purposes.

## **10. General**

The parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties with respect to all matters relating to the Organist's contractual relationship with the Board, and it supersedes any and all prior agreements and communications between the parties regarding those matters. It is agreed that each

provision of this Agreement is severable from the remainder of the Agreement and in the event that any provision is found by a court to be unlawful or unenforceable, the remainder of the Agreement will be unaffected and will remain in full legal force and effect.

The parties acknowledge that they have had the opportunity to obtain independent legal advice concerning their respective rights and the advisability of entering into this Agreement and that they have either obtained such advice or waived their right to obtain such advice. The parties acknowledge that they understand the terms of this Agreement and that they are entering into this Agreement voluntarily and without duress.

Date: \_\_\_\_\_

\_\_\_\_\_  
**[ORGANIST NAME]**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Per: [Name of Board or Church]**

**[Insert name and office of person signing]**

“I have authority to bind the Board”

**Possible arrangements for absences/vacation:**

a) Payment is for the complete year. If Organist chooses to miss any Sundays, then Organist is responsible for finding and paying a competent substitute.

OR

b) Organist may be absent for up to [six] Sundays, and Board will pay for substitute. These absences may be sick leave and/or time off.

OR

c) Organist may take [4] weeks off annually, and Board will locate and pay a substitute.