

Sample Contract for Self-Employed Musicians

This contract should be used only as a guide. All contracts between musicians and churches should be prepared in consultation with a lawyer to ensure that all legal requirements in the province of residence are met.

This agreement is made [date]

BETWEEN

The Board of Trustees of [Church]

(hereinafter referred to as “the Board”)

and

[name of Organist]

(hereinafter referred to as “the Organist”)

WHEREAS the Board agrees to engage the professional services of the Organist as organist and choir director of [name of church] (hereinafter referred to as “the church”),

IN CONSIDERATION OF the mutual covenants and agreements made by the parties, Board and the Organist hereby agree as follows:

1. The Board engages the professional services of the Organist for a twelve month period commencing [date] and ending [date], until and unless either party provides the other with at least one month’s notice in writing of the termination of the contract.*
2. The fee for the professional services of the Organist shall be [\$amount], plus GST and any other applicable Provincial or Federal Taxes, which fee is to be paid in twenty-four installments of [\$amount] on the fifteenth day and the last day of each month [or weekly or monthly].
3. With the exception of hymns, the choice of music for Sunday services shall be at the Organist’s discretion.
4. It is understood that the Organist shall not be available for weekday events before 6:00 p.m.
5. If on any occasion the Organist finds it necessary to be absent on a Sunday, it is the Organist’s responsibility to ensure that a substitute is secured and reimbursed. The Senior Minister of the Church (hereinafter referred to as “the Minister”) and the Music Committee of the Church should be advised of such substitution as far in advance as possible.
6. The Organist may engage paid vocal or instrumental musicians on an occasional or continuing basis at [his/her] discretion, subject to budgetary limitations and the approval of the Music committee. The Organist may, at [his/her] discretion, engage any other unpaid musicians.
7. It is the responsibility of the Board to obtain the services of musicians for the month of [month], including a substitute organist and vocal or instrumental musicians.
8. The Organist is, during the term of this contract, a member *ex officio* of the Music Committee. It is understood that meetings of the Music Committee shall be held at times that are convenient to the Organist and the other members of the Music Committee.
9. In consideration of the fee stipulated above, and under the direction of the Music Committee, the Organist shall provide the following services:
 - a. playing the organ and directing the choir at all regular Sunday morning services of the Church, except during the month of [month], and also on Good Friday and Christmas Eve;
 - b. selecting suitable choir music for the church services and providing leadership for congregational singing of the hymns and responses on the basis of consultation with the Minister;
 - c. conducting weekly choir rehearsals, beginning the first week in January, continuing to the end of [month], recommencing the week following Labour Day and continuing to the end of December at times mutually acceptable to the Organist and choir members.
 - d. providing to the church Treasurer invoices of music and supplies purchased, soloists’ attendances and advice regarding fees payable to supply musicians;
 - e. selecting and purchasing choral and instrumental music for the use of the choir and instrumentalists, subject to the budgetary limitations as established by the Board;
 - f. playing the organ at weddings and funerals in the Church, provided that the Organist shall be paid the usual fees for such services, over and above the fee stated in paragraph 2;

- g. Providing at [his/her] own expense, save and except for the month of [month] an acceptable substitute during any absence from his duties howsoever caused and, subject to the budgetary limitations as established by the Board, such additional assistance as he deems necessary;
 - h. such other duties as may be agreed upon in writing between the Organist and the Board.
10. In addition to the fee stated above, the Organist shall be entitled to receive the following benefits during the term of this agreement:
 - a. use of both the organ and the piano in the choir room for practice and for instruction provided that such practice and instruction shall not interfere with normal church activities;
 - b. the use of a rent-free, private office for teaching, administrative and ancillary purposes;
 11. Students of the Organist shall be permitted to practice on the organ, such use of the organ being under the responsibility of the Organist, except that the Board may request such reasonable conditions as it deems necessary for the protection of the church and its facilities.
 12. The contract is null and void until and unless it is signed and in the hands of all parties by [month, day, year].
 13. It is agreed that this contract does not create a relationship of employment, and that the Organist is not, and will not be during the term of this contract, an employee of the Board or the Church. The Organist is not entitled to any of the benefits of employment by the Church and is not a member of any of the employee benefit plans available or required for employees of the Church. The Board will not deduct from the Organist's fee any Income Tax, EI or CPP premiums or any other deductions required to be made be an employer.
 14. Each provision in this agreement is separate from every other provision, and any illegality or invalidity of any section, paragraph, sentence or clause shall not affect any other portion of the agreement, which, except for such invalid part, shall continue in full force and effect.
 15. If any notice period or other provision of this agreement conflicts with any applicable provincial or federal Act or Regulation, that provision shall be deemed to be amended to the minimum degree necessary to comply with the said Act or Regulation.
 16. All notices under this agreement shall be given in writing either personally to the party to whom it is addressed or by registered mail to the address given for each party in this agreement or such other address as may hereafter be furnished in writing by such party:

The Church
[address]

The Organist
[address }

1. This document contains the entire agreement of the parties hereto, and no modifications thereof shall be binding upon the parties unless it is in writing and signed by the respective parties hereto.

Signed at the City of _____, this ___ day of _____, 20__.

Witness

Organist

Witness

[office of person
signing for the Board]

I hereby certify that I have authority to bind the Board in this matter.

[office of person signing for the Board]