



**THE MORTON ARBORETUM
EDUCATION DEPARTMENT**

«PROGRAM_AREA»

INSTRUCTOR AGREEMENT

Name: «First_Name» «Last_Name»
Company: «Company»
Address: «Address»
City/State/Zip: «City» «State» «Zip»
Day Phone: «Day_Phone»
Cell Phone: «Cell_Phone»
Email: «Email»

Season/Year: «Season_Year»
Course # and Title: «Course_Code__Title»
Dates/Times: «Dates_Times»
Location: «Location»
Instructor Fee: \$«Instructor_Fee»
Supplies: «Supplies_Paid_For»
Special Instructions: «Special_Instructions»

Agreement

This is an agreement between The Morton Arboretum, (“the Arboretum”), and «First_Name» «Last_Name», an independent contractor (the “Instructor”).

Check payable to:

Name: «First_Name» «Last_Name»	Day Phone: «Day_Phone»
Company: «Company»	Cell Phone: «Cell_Phone»
Address: «Address»	
City/State/Zip: «City» «State» «Zip»	Email: «Email»

It is mutually agreed by and between the Arboretum and the Instructor as follows:

Specific Services: The Instructor agrees to prepare and conduct the program described below (the “Program”):

Season/Year: «Season_Year»
Course # and Title: «Course_Code__Title»

Dates/Times: «Dates_Times»

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Location: «Location»

- For these services, the Instructor will be paid the sum of \$«Instructor_Session_Fee» per session, for a total fee of \$«Instructor_Fee». The following additional considerations, if any, are agreed to: «Supplies_Paid_For»; «Special Instructions».
- The Instructor will develop an outline for the Program detailing the learning objectives, participant activities, and supplementary materials required based on the topic and direction identified by the Arboretum. The Instructor must submit the outline to the Program Manager for approval ten (10) business days before the Program begins. Instructor agrees to incorporate reasonable changes to the Program suggested by the Arboretum after its review of the outline.
- Upon request by the Arboretum, the Instructor will provide biographical material and a photograph for advertising, promotion and publicity efforts to be conducted at the Arboretum's discretion and expense. In advance of the Instructor's appearance at the Arboretum, the Instructor agrees to work in good faith with the Arboretum to participate in a reasonable amount of publicity efforts arranged by the Arboretum, which may include participation by the instructor in telephone interviews with the media or, while in Chicago, face-to-face arranged interviews with the media.
- The Instructor shall be paid from invoices submitted to the Education Administrative Assistant no sooner than the day of services performed or when all sessions are completed in a multi-session Program. Upon completion of the Program, please submit your invoice for payment of fees and expenses (if applicable); Program attendance records; and, for certificate Program instructors, grades for your Program, to the Education Administrative Assistant. Instructor must include address, class title, and class dates on the invoice. All remuneration after submission of invoice shall be paid to Instructor within thirty (30) days after submission of invoices. **No invoice will be processed without class attendance records and grades (if applicable) on file.**

Instructor must submit an executed (completed) current IRS W-9 form as required by federal law. Current forms may be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

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- The Arboretum may reimburse the Instructor for supplies and/or equipment used by the Instructor. Prior approval by the Program Manager is required. In order to be reimbursed, the Instructor should submit a signed invoice within seven (7) business days of the last class meeting.
- Classes may be canceled due to insufficient enrollment, weather, or other issues at the discretion of the Program Manager. No payment will be issued for Programs cancelled for any reason, including absence of Instructor.
- Postponement or rescheduling of Instructor's services must be mutually agreed upon by the parties.
- This Agreement may be terminated by the Arboretum upon seventy-two (72) hours' notice for any reason, or no reason. In the event of a termination during an ongoing Program, Instructor shall be paid for services rendered to that date.
- The Instructor and any employees and agents of the Instructor shall be independent contractors with respect to services performed hereunder and accordingly no such person is entitled to any of the rights, privileges and benefits accorded regular employees of the Arboretum. Nothing in this shall be construed as creating a relationship of joint venturers, partners, employer-employee, or principal-agent. Instructor is responsible for all expenses (except for any supplies the Arboretum agrees in writing to provide or reimburse Instructor for providing) of preparing for and conducting the Program. Instructor represents that Instructor has the requisite skill and experience and any required or appropriate professional credentials to conduct the Program, that the Program will provide accurate and up-to-date information to Program participants and that nothing presented in the Program shall be contrary to the mission of the Arboretum or tend to harm the reputation of the Arboretum. Upon request, Instructor will provide the Arboretum information regarding his or her education and professional training and other biographical information.
- All operations by the Instructor under this agreement will be conducted solely at his or her own risk. The Instructor hereby indemnifies the Arboretum and its agents, employees, and volunteers from and against any claim, action, damage, loss or expense imposed on or asserted against, or incurred by the Arboretum in connection with the Program including without limitation by injury or damages to the person or property of the Instructor, its employees and agents or the Program participants.



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- The Instructor shall not sell or promote services or products, including, but not limited to books, at the Arboretum without the Arboretum’s written permission. All such sales shall be coordinated through the Arboretum Store with the approval of the Program Manager.
- Some standard supplies and equipment required for use in the Program will be made available by the Arboretum upon request by the Instructor. To request supplies or equipment, Instructor should complete the Room Set-Up Form and return this form to the Education Administrative Assistant at least ten (10) days prior to the first Program meeting. Please submit all copy requests at least ten (10) days prior to the first Program meeting.
- Please carefully read the enclosed “Information for Instructors” for important class management and logistics information. Instructor agrees to comply with all requirements contained in the Information for Instructors and any other policies or procedures adopted by the Arboretum relating to its educational programs.

Please return a signed copy of this agreement. It is important for us to receive this to authorize payment of your fee. Please keep the Agreement with “Copy” in the signature lines for your own files.

Thank you for all of your efforts in putting together and teaching this Program! If you have any questions, please contact <<Program Manager>>, at <<Manager Email>> or <<Manager Phone>>.

Approved by:

Accepted by:

Arboretum Signature

Instructor Signature

Date: _____

Date: _____