



SOUTHERN CALIFORNIA PERCUSSION ALLIANCE

PARTICIPATING ENSEMBLE MASTER AGREEMENT for INDEPENDENT ENSEMBLES

This Participating Ensemble Master Agreement (the "Agreement") by and between PARTICIPATING ENSEMBLE NAME _____,

PARTICIPATING ENSEMBLE CLASS OF COMPETITION _____,

PARTICIPATING ENSEMBLE ADDRESS _____,

("Participating Ensemble") and the Southern California Percussion Alliance, 1030 N. Mountain Avenue, Ontario, California 91762 ("SCPA") shall be effective on the date of the last execution signature below.

Participating Ensemble desires to compete in SCPA-sanctioned events ("the Events"). The following terms constitute an agreement made between Participating Ensemble and SCPA regarding the relationship between the parties, including during the Events and time between the Events. SCPA and Participating Ensemble will agree on additional and supplemental contract terms at the time of, and as a part of, Participating Ensemble's registration for any particular SCPA-sanctioned event. Participating Ensemble and SCPA now agree as follows:

I. GENERAL TERMS AND CONDITIONS

- A. Participating Ensemble shall be an entity with an existence that is separate from, and independent of, any particular individual. Ordinarily, a Participating Ensemble will be a school district (or part thereof), or a private organization. Participating Ensemble shall have a leadership structure that provides for meaningful leadership and oversight by more than two individuals. SCPA and Participating Ensemble are independent entities, with no partnership, joint venture, or agency relationship between them.
- B. This Agreement may be terminated by either party at any time for any reason, with or without prior notice, with or without cause, and without penalty. Termination of this Agreement shall not relieve either party of liability for breaches of the Agreement occurring prior to its termination.
- C. Participating Ensemble shall be responsible for registering for the Events in which it wishes to compete, using the methods established by SCPA and under the conditions established by SCPA from time to time. Participating Ensemble shall not be eligible to compete in any SCPA-sanctioned event unless this Agreement is in effect.
- D. Participating Ensemble indicates they have read the current-year SCPA participant handbook, available at SCPA's website or upon request, and have shared appropriate details contained therein with their leaders, staff, participants, and supporters.
- E. Participating Ensemble shall comply with all rules and regulations prescribed by SCPA, including without limitation all participant handbooks and adjudication manuals. Copies of all SCPA policy and guidance documents are available at SCPA's website or upon request.

II. PARTICIPANT PROTECTION AND SAFETY

- A. Participating Ensemble shall follow all California laws applicable to it. In particular, all laws concerning the protection and safety of participants in youth-serving organizations must be adhered to strictly.
- B. All adults having regular contact with or authority over participants of a Participating Ensemble must complete the "SafeSport™ Trained" Abuse Prevention courses before working with participants. Participating Ensemble shall collect course completion certificates for all instructional and administrative staff members and keep them on file.
- C. Participating Ensemble shall disseminate SCPA's Code of Conduct and any additional policies concerning participant protection and safety to all of its leaders, staff, and participants, and shall ensure that its leaders and staff adhere to those policies. All such SCPA policies will be available on SCPA's website or upon request.
- D. Participating Ensemble shall maintain effective internal policies and procedures for the protection and safety of its participants, including without limitation the ability of any individual to report suspected misconduct to the leadership of the Participating Ensemble without reprisal.
- E. If the Participating Ensemble receives information of any kind (oral or written, "informal" or "formal") suggesting that misconduct has occurred that is connected in any way to individuals or activities associated with the Participating Ensemble, and if the suggested misconduct meets any of the following criteria, then Participating Ensemble shall conduct an effective internal investigation, report the matter to the appropriate external authorities as may be necessary, and take appropriate and effective remedial action under the circumstances.
 - Any misconduct of a sexual nature or potentially classifiable as a sex offense under applicable law, including without limitation so-called "victimless" activities such as prostitution, pornography, and indecent exposure;
 - Any misconduct in which actual or suggested sexual relations is an element;
 - Any harassing conduct pertaining to, in whole or in part, an individual's sex, gender, sexual orientation, or gender expression; and
 - Any conduct involving harm to a minor.
- F. Participating Ensemble shall promptly and completely respond to all requests for information from SCPA concerning Participating Ensemble's compliance with its obligations under this section II to the extent local privacy laws allow.

III. INTELLECTUAL PROPERTY

- A. Participating Ensemble shall comply with all copyright laws regarding performance and/ or use of arrangements of copyrighted music, visual images, and other materials, as well as the use of copyrighted audio, spoken text, and display of copyrighted words and images. If a copyright violation is found to exist, disqualification may occur.
- B. Participating Ensemble shall indemnify and hold harmless SCPA and its directors, employees, and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) resulting from any claim of copyright infringement, if the claim arises (in whole or in part) out of any act or omission of the Participating Ensemble.
- C. Participating Ensemble irrevocably grants permission to use its name, likeness, and any reproduction of its performance (photographic, video, or otherwise) at any SCPA-sanctioned event for any advertising and/or educational purpose, and releases SCPA from all claims, liabilities, and/or damages which may arise from such use.

- D. Participating Ensemble shall not use, or permit any of its members to use, SCPA's logo, or any logo or mark substantially similar to or derived from SCPA's logo, for any purpose without the express written consent of SCPA's Board of Directors.

IV. LIABILITY

- A. The Participating Ensemble shall provide proof of \$1,000,000 general liability insurance coverage and adequate accident medical coverage to SCPA as part of the submission of this Agreement. This insurance coverage protects your ensemble, instructors, directors, and officers against claims of bodily injury liability, property damage liability, and the litigation costs to defend against such claims. Participating Ensemble agrees that the ensemble's general liability insurance policy fully and completely covers all those involved with the ensemble while participating in an SCPA event.
- B. The parties mutually agree to defend, indemnify, and hold harmless each other, their trustees, directors, officers, agents, and employees, individually and collectively, from and against all claims, suits, losses, injuries, damages, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with, their performance of this Agreement for any breach of this Agreement or the negligent or willful acts or omissions of their trustees, directors, officers, agents, and employees.

V. NONPROFIT INCORPORATION

- A. Participating Ensemble shall provide proof of nonprofit incorporation in their home state as part of the submission of this Agreement. This proof of nonprofit incorporation will be in the form of a current certificate of good standing, also known as a certificate of status or certificate of existence, and is a document that verifies that a corporation is legally registered in their home state and is authorized to conduct business. The certificate is issued by a government authority, usually the Secretary of State, and shows that the corporation has met all requirements, including filing reports and paying fees.

VI. MISCELLANEOUS

- A. The parties agree that this Agreement shall be construed under the laws of the State of California, and the parties further agree that the federal and state courts located in California shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to this Agreement. The parties irrevocably consent to the jurisdiction of the federal and state courts located in California and agree that such courts are the only proper venue for the resolution of disputes between them.
- B. The individual who is executing this Agreement on behalf of the Participating Ensemble hereby warrants and represents that he or she has the full power and authority to bind the Participating Ensemble to these terms. This Agreement may only be executed by an officer of the sponsoring organization – not an independent contractor – authorized to bind the organization to its terms either by law or by a resolution duly adopted by the governing body of the organization.

ACCEPTED for Participating Ensemble:

ACCEPTED for SCPA:

Officer of Organization's Name

President's Name

Officer of Organization's Signature

President's Signature

Date of Signature

Date of Signature