



Choir Director Agreement

We are pleased to enter into an agreement between Michael Murray (Musician) and Saint Mark's Episcopal Church (Parish), 1750 E. Oakland Park Blvd, Fort Lauderdale, FL 33334, to provide a scope of work as described below for the musical education and direction of the Church Choir. This agreement is for a five (5) month period commencing on September 1, 2021 thru January 31, 2022 (5 Months) for an agreed upon amount of Sixteen Thousand One Hundred and Fifty-Four Dollars (\$16,154.00) to be paid in equal monthly installments on or before the 15th of each month. The approved scope of work and agreement includes:

- A. Provide music and musical leadership at the regular services of the Parish, not including Thanksgiving Day and Christmas Day. Extra pay for Christmas and Thanksgiving shall be determined depending on the level of time required!
- B. Be responsible for the administration and expenditure of the music budget, and be accountable to the Vestry for such expenditure.
- C. Recruit, train and rehearse the Choir, ensembles and singers of the Parish.
- D. Be responsible for the choir library and the musical instruments of the Parish. Musician shall not engage in the unauthorized duplication of copyrighted materials by photocopying or any other means that would expose the Parish to liability.
- E. Be responsible for the employment, at Parish expense of such other musicians as may be required to meet the musical needs of the Parish, including but not limited to substitute organists and/or conductors, instrumentalists, assistant Parish musicians or singers at the approval of the Priest in Residence and/or Wardens of the Vestry.
- F. Attend Parish staff meetings (either in-person or virtually) where necessary, and if possible.
- G. Be subject to the canonical authority of the Diocese including that of safety trainings, background checks, and other directives be it at times.
- H. Musician shall have the right of first refusal in regard to providing music for all weddings and all funerals in the Parish. If a family elects to engage an alternate musician, and Musician agrees, a bench fee of \$350 will be paid to Musician. Family is responsible for compensating alternate musician directly and for the Bench Fee associated with doing so. IF the musician is not available, the bench stated above will be waived. Collection of the Bench Fee is the reasonability of the musician.
- I. The minimum fee for weddings and funerals, exclusive of rehearsals and necessary work with requested soloists or instrumentalists, shall be \$350. Attendance at any rehearsal, if requested and possible, will add \$100 to the musician's fee. Rehearsals with choral ensembles, soloists, or instrumentalists will be charged at \$100 per hour, minimum 1 hour, or part thereof. Any soloist, choral ensemble, or instrumentalist must be approved and contracted by Musician, and a contracting fee of \$25 per musician will be charged. Fees for ancillary musicians are additional to these fees. All Fees associated with weddings or Funerals will be included in the contractual arrangement with the wedding or funeral party and paid to the musician upon collection of contractual fees for the funeral or wedding.

- J. Rehearsals with choral ensembles, soloists, or instrumentalists will be charged at \$100 per hour, minimum 1 hour, or part thereof. Any soloist, choral ensemble, or instrumentalist must be approved and contracted by Musician, and a contracting fee of \$25 per musician will be charged. Fees for ancillary musicians are additional to these fees. Approval of such is subject to the Priests in Residence or Wardens of the Church.
- K. Musician will work with Parish staff for assistance weekly in achieving the program outlined above.
- L. Parish will reimburse up to \$1,000.00 in a fund for expenses of the Musician including that of professional development or expenses related to the roles and responsibilities stated above. All receipts for expenses must be given within thirty days (30 days) of the expense in order to be reimbursed.

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All work performed on behalf of the Saint Marks Episcopal Church shall be carried out under the guidelines of our mission, vision, and values. The Musician is expected to abide by the rules and behavioral expectations outlined in the employee handbook. Any misrepresentation or social media posts of questionable nature may lead to immediate termination of this agreement. Saint Mark's Episcopal Church will provide no cover and seek damages provided under this extension for any Claim arising from any intentional libel, slander, defamation or injurious falsehood.

All musical content, pictures, and lyrics are owned by Saint Mark's Episcopal Church. Replication or use without prior written agreement for purposes other than stated in this agreement could lead to termination and the right to seek damages.

This agreement shall be construed according to the laws of the State of Florida the parties as of the commencement of the term of the agreement hereunder, and supersedes all prior agreements and understandings between the parties, and cannot be changed or terminated orally. Any and all legal proceedings resulting from this agreement shall be filed and determined with the Clerk of Courts in Broward County, Florida.

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Saint Marks Episcopal Church is engaged. The Musician shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Saint Marks Episcopal Church. The Musician will restrict access to Confidential Information to employees, contractors, and third parties as including password and access to social media and website accounts. The Musician shall not, without prior written approval of Saint Mark's Episcopal Church, use any materials or content for his/her own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Saint Mark's Episcopal Church, any Confidential Information. The Musician shall return to Saint Mark's Episcopal Church any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Saint Mark's Episcopal Church requests it in writing.

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Michael Murray, Musician

Signed: _____

Name: _____

Date: _____

Saint Mark's Episcopal Church

Signed: _____

Name: _____ Senior Warden _____

Date: _____ 9/14/2021 _____