

and unloading the equipment. In some cases, arrangements may be made to deliver the equipment to the next teaching artist using the equipment rather than back to the storage location. CONSULTANT is expected to be kind, flexible, cheerful, helpful, and a positive representative of WANFAW at all times at the event location.

Because of limited funds, CONSULTANT shall obtain the approval of WANFAW prior to the commencement of a new project, such as writing a new show or performing.

5. TERM/TERMINATION. This Agreement can be terminated by either party at any time. Failure to show up or show up on time for an event is cause for immediate termination. Rudeness to anyone at the event location will not be tolerated and is grounds for immediate termination.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that CONSULTANT is an independent contractor of WANFAW and not an employee of WANFAW. WANFAW will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit for the benefit of CONSULTANT.

7. INJURIES AND INSURANCE. CONSULTANT acknowledges the obligation to obtain appropriate health and vehicle insurance. CONSULTANT waives any rights to recover compensation from WANFAW for any injuries that the CONSULTANT may sustain while performing services under this Agreement.

8. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property").

Puppet shows and stories written for the use of WANFAW events are the property of the author(s). WANFAW may use these stories, but the author(s) of the works will retain the rights to the stories and written works.

9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered via email, in person, or deposited in the United States mail addressed as follows:

WANFAW:

dawn@weallneedfoodandwater.org

We All Need Food and Water

Dawn Pape

Executive Director

5901 Birchwood Street

Shoreview, Minnesota 55126

CONSULTANT:

Independent Contractor for WANFAW
Teaching Artist

Email

Name

Address

City, State, Zip

Addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Minnesota.

15. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

16. ASSIGNMENT. CONSULTANT agrees not to assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of WANFAW.

17. SIGNATORIES. This Agreement shall be signed on behalf of WANFAW by Dawn Pape, Executive Director, and on behalf of CONSULTANT, Teaching Artist, and effective as of the date first above written.

Party receiving services:
We All Need Food and Water

By: 
Dawn Pape
Executive Director

Party providing services:

By: _____
CONSULTANT
Teaching Artist