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 Michigan Alliance for Performing Arts, 6751 Wild Ridge Lane, West Bloomfield, MI 48322 ("MAPA") shall be effective on the date of the last execution signature below.

Participating Ensemble desires to compete in MAPA-sanctioned events ("the Events"). The following terms constitute an agreement made between Participating Ensemble and MAPA regarding the relationship between the parties, including during the Events and time between the Events. MAPA and Participating Ensemble will agree on additional and supplemental contract terms at the time of, and as part of, Participating Ensemble's registration for any particular MAPA-sanctioned event. Participating Ensemble and MAPA 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. MAPA 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 MAPA and under the conditions established by MAPA from time to time. Participating Ensemble shall not be eligible to compete in any MAPA-sanctioned event unless this Agreement is in effect.

D. Participating Ensemble indicates they have read the current-year MAPA participant handbook, available on the MAPA 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 MAPA, including without limitation all participant handbooks and adjudication manuals. Copies of all MAPA policy and guidance documents are available on the MAPA website or upon request.

II. Participant Protection and Safety

A. Participating Ensemble shall follow all Michigan 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. Participating Ensemble shall disseminate MAPA 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 MAPA policies will be available on the MAPA website or upon request. Participating Ensemble shall adhere to all applicable WGI Participant Protection Practice ("3P") requirements as published by WGI (https://www.wgi.org/participantprotectionpractice/).

C. MAPA requires that all adult instructional and administrative staff who have regular contact with or authority over participants complete appropriate participant protection training each season.

- **For ensembles participating in WGI:**
  All individuals must comply with WGI's 3P training requirements. New staff must complete the full 3P Course 1 ("Setting the Standard") prior to assuming supervisory responsibilities. Individuals who previously completed the training must meet any WGI refresher requirements as defined by WGI policy.
- **For ensembles not participating in WGI:**
  MAPA strongly encourages each organization to establish and enforce its own internal participant protection expectations and training procedures. This should include education on appropriate boundaries, recognizing and reporting misconduct, and maintaining a safe and respectful environment for all participants.

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, the 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 MAPA 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 or images. If copyright violation is found to exist, disqualification may occur.

B. Participating Ensemble shall indemnify and hold harmless MAPA 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 MAPA-sanctioned event for any advertising and/or educational purpose, and releases MAPA 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 the MAPA logo, or any logo or mark substantially similar to or derived from the MAPA logo, for any purpose without the express written consent of the MAPA Board of Directors.

IV. Liability

A. Participating Ensemble agrees that the ensemble's general liability insurance policy fully and completely covers all those involved with the ensemble while participating in a MAPA event. The Participating Ensemble shall provide proof of general liability insurance to MAPA, as detailed with the MAPA participant handbook, as part of the submission of this Agreement.

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 cases 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. Miscellaneous

A. The parties agree that this Agreement shall be construed under the laws of the State of Michigan, and the parties further agree that the federal and state courts located in Michigan 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 Michigan 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 be executed only 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:

_____

Officer of Organization

Dated: _____

ACCEPTED:

For MAPA:

_____

President

Dated: _____