

2022-2023 MARQUEE AWARDS NEW ADJUDICATOR LETTER OF AGREEMENT



This agreement dated September 29, 2022 is made between CAPA Marquee Awards and **Consultant** to serve as an “Adjudicator” for the **CAPA Marquee Awards Program**. Please return a signed copy along with a completed W-9 tax form to Columbus Association for the Performing Arts (CAPA).

1. It is understood and agreed upon that you, CONSULTANT, sign this agreement as an independent contractor and not as an employee. This agreement shall not, in any way, be construed so as to create a partnership, or any kind of joint undertaking, or venture between the parties hereto.
2. Your consulting fee is Fifty Dollars (\$50) per performance. However, one successful training adjudication to be paid at a rate of \$25 must be completed before you will become an official adjudicator. Checks for all 21-22 adjudications will be processed and issued no later than May 1, 2023, upon completion of services as stated below, for the total number of adjudications completed.
3. Adjudicator Responsibilities & Expectations:
 - a. Complete the Availability Form & the Conflict-of-Interest Form.
 - b. Attend the New Adjudicator Training Session held on September 29, 2022 from 6-9:30 p.m.
 - c. Review a show synopsis prior to each scheduled production.
 - d. Review Production Information Form, category eligibility, and rubrics prior to each scheduled production.
 - e. Using the adjudication rubric, provide educational feedback following each scheduled in-person or virtual production:
 - I. 3 sentences describing at least 3 strengths for each student/category
 - II. 2 sentences describing at least 2 areas of growth and improvement for each student/category
 - III. Provide productive and specific feedback that keeps in mind each school’s unique resources and challenges
 - f. Score each eligible student/category using the CAPA Marquee Awards rubrics.
 - g. Submit respective scores and feedback into the online system within 72 hours of the adjudication date, or by Noon on April 17, 2023, whichever comes first.
4. COVID-19:
 - a. By signing this form, I am confirming that I understand that an inherent risk of exposure to the novel coronavirus/COVID-19 exists in any public place where people are present. I understand that COVID-19 is a highly contagious disease that may result in personal injury, illness, permanent disability, and death.
 - b. Furthermore, I understand that regardless of my vaccination status, if I am exhibiting any symptoms of COVID- 19 (or any other contagious illness), I am not permitted to attend in-person adjudications.
 - c. In addition, regardless of vaccination status, if I have tested positive for COVID-19 in the five days preceding the production I am scheduled to adjudicate, I am not permitted to attend an in-person adjudication.

5. Non-Disclosure:
 - a. As used herein, “Confidential Information” shall mean any and all technical and non-technical information related to the 2022-2023 CAPA Marquee Awards program, including the 2023 CAPA Marquee Awards provided by either party to another.
 - b. Each party agrees that at all times it will hold in strictest confidence and not disclose to any third-party Confidential Information of the other, except as approved in writing by the other party of this Agreement and will use Confidential Information for no other purpose other than working on the 2022-2023 CAPA Marquee Awards program with the other party of this Agreement. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
6. CAPA shall have the absolute sole and perpetual rights and permission to use, publish, and/or reproduce in any form or any manner photography, film, or videotape or any other form of representatives in which the subject be included, in whole or in part, taken by or for CAPA or under any agreement with CAPA. All publicity during the term of this agreement shall be under CAPA’s sole control, and the participant shall cooperate in such publicity and activities as directed by CAPA.
7. In the case of *Force Majeure*, CAPA shall have the right to cancel the CAPA Marquee Awards Program and/or the CAPA Marquee Awards Showcase if the program and/or show is delayed or cannot take place where such action is due, in whole or part, to an act of God, fire, vandalism, acts of the public enemy, terrorist attacks, accidents, power failure, equipment breakdown, weather disturbances, flood, water damage, building safety problems, acts or regulations of public authorities, civil tumult, strike or epidemic or other similar circumstances beyond the control of CAPA. In such event, neither CAPA nor the consultant shall be liable to one another for any loss, damages, claims, expenses, penalties or costs and obligations arising there from.

Printed Name _____

Signature

Date