CHAPTER LOGO

**SAMPLE FACILITATION CONTRACT**

MPI [Chapter]

 Annual Board Retreat

Retreat Dates:

This AGREEMENT is made between **MPI** **[Chapter] Chapter** (“Chapter”), and **XYZ** (“Facilitator”), on this the **\_\_** day of **\_\_\_\_\_\_\_.**

1. **Engagement**

The facilitator, to the best of their ability, shall facilitate the Chapter’s **2013 Annual** Board Retreat to be held in **TBD, Retreat** **Location TBD**. The date(s) for the retreat are **DATE (TIME) to DATE (TIME).**

1. **Term of Agreement**

This Agreement shall continue in effect until:

A. canceled by either party as set forth in this Agreement; or

B. completion of the retreat by Facilitator provided, however, that in the event of cancellation pursuant to this Agreement, or upon death, disability, or other incapacity resulting in the inability of Facilitator to present the session(s) required (“cancellation”), this Agreement may be terminated and all consideration due shall cease as of the date of cancellation.

1. **Compensation**

As consideration for services to be rendered by Facilitator under this Agreement, Chapter shall provide:

A. Hotel accommodations for **Retreat Dates**. To be arranged by Chapter at the **Retreat Hotel** or other comparable location in close proximity to facilitating engagement.

B. Mileage reimbursement to/from Facilitators local airport at a rate of $.51/ mile or mileage at a rate of $.51/mile to/from facilitator location and the **Retreat Location.**

C. Airfare reimbursement to/from **Retreat City** from facilitator location if airfare is more cost effective than driving.

D. Transportation reimbursement to/from **Retreat City** Airport and **Retreat Facility/Hotel** (should a Board member be unable to transport “facilitator”).

D. Meal reimbursement for meals not provided on the **Retreat Dates**

E. Reimbursement for any fees associated with internet access should it not be complimentary.

F. Fee of **$XXX**. **$XXX** deposit to be paid upon signing of the agreement and **$XXX** to be paid at Retreat no later than **DATE**.

G. Reimbursements to be paid within 30 days of receipt of invoice.

**Performance**

Facilitator shall facilitate the retreat set forth in this Agreement and shall:

* 1. Abide by the deliverable dates listed below:

**Deliverable Due Date**

 Facilitator Contract

 Audiovisual Requests

* 1. Promptly reply to all email correspondence from **[Name], President-Elect**.
	2. Not defame, slander or libel any person, firm or corporation.
	3. Facilitate Retreat according to MPI Standards of Professionalism and shall not denigrate Chapter, its programs or representatives in any manner.
	4. Agree and state that all materials and content presented by Facilitator do not infringe or violate any copyright, trademark, patent or intellectual property rights of any person or entity, nor do they promote or endorse any product, service, or device which may or is at the time of the program not approved by any governing agency.

 Chapter shall manage the retreat set forth in this Agreement and shall:

1. Plan all Retreat logistic details.
2. Abide by the deliverable dates listed below:

**Deliverable Due Date**

 Facilitator Contract – Counter Signed

 Facilitator Conference Call

 Confirm Retreat Details

1. **Failure to Perform**

In the event of failure or refusal of Facilitator to perform Facilitator’s obligations under this Agreement (other than failure to perform for reasons beyond Facilitator’s control), all costs, charges and expenses Chapter incurs shall be part of the damages to be paid by Facilitator to Chapter as a result of such failure or refusal to perform, including but not limited to attorneys’ fees and expenses.

In the event of failure or refusal of Chapter to perform Chapter’s obligations under this Agreement (other than failure to perform for reasons beyond Chapter’s control), all costs, charges and expenses Facilitator incurs shall be part of the damages to be paid by Chapter to Facilitator as a result of such failure or refusal to perform, including but not limited to attorneys’ fees and expenses.

1. **Independent Contractor Relationship**

Facilitator is an independent contractor. Facilitator is not an employee, servant, agent, partner or joint-venture of Chapter at any time contemplated by this Agreement and shall not represent Facilitator’s opinions to be that of Chapter. Facilitator - at all times - shall state that Facilitator’s opinions are those of Facilitator and NOT those of Chapter and that if any media or other materials are used, they shall so reflect.

1. **Risk**

Facilitator shall present the Chapter from any claim, demand, loss, liability, damage or expense arising in any way from the Facilitator’s performance of services.

Chapter shall present the Facilitator from any claim, demand, loss, liability, damage or expense arising in any way from the Chapter’s performance of services.

1. **Law and Venue**

This Agreement shall be governed by and construed in accordance with Florida law. In the event litigation is necessary to enforce this Agreement, venue shall be proper in any court of competent jurisdiction located in jurisdiction of Facilitator’s choice.

1. **Cancellation**

Chapter reserves the right to cancel this Agreement and replace Facilitator if the specified due dates for deliverables are missed.

 Facilitator reserves the right to cancel this Agreement if the Chapter does not meet it deliverables per this Agreement.

In the event of cancellation by Chapter, Chapter is liable for any expenses, costs, or damages incurred by Facilitator up to and including date of cancellation.

If Facilitator desires to cancel, Facilitator agrees to provide thirty (30) days written notice to Chapter of cancellation and will forfeit all fees and reimbursable expenses.

Please sign and date below. Please return this agreement by \_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_,

Retain a copy for your files.

Signature: Date:

A Federal Employer Identification Number (FEIN) is required. Facilitator is to receive a 1099.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facilitator’s FEIN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized MPI **[Chapter]** Chapter Representative Date