



The St. Joseph Music Foundation is a U.S. 501(c)(3) corporation based in the state of Missouri.

## **Prospectus**

### **Mission Statement**

- The Foundation will promote and nurture dialogue and cooperation between musicians, venues, media, tourism, The City of St. Joseph and its good citizens.
- The Foundation will do this in a way that is respectful, friendly, educational, and accessible to all.
- The Foundation will make itself available to community service activities where the member's talents may provide physical or financial relief.
- The Foundation will do this to promote live music to our community and to promote the City of St. Joseph, Missouri to others around the country and the rest of the world.

**The purposes of the Foundation shall be to:**

- Unite musician practitioners for the purpose of maintaining a Foundation dedicated to the constant endeavor of promoting excellence in practice for the betterment of all involved.
- Represent musician practitioners and advocate for issues related to the profession.
- Exchange knowledge, experience, and ideas for the purpose of continuing education.
- Hold meetings for the advancement of the purposes of the Foundation.
- Assist and develop community service activities and community service programs.
- Develop and present Arts-related programs including concerts and festivals.
- Lawfully cooperate with other professional associations, universities, industries, technical societies, research organizations, and governmental agencies in matters affecting the purposes of the Foundation.

We are based in St. Joseph, Missouri and welcome all musicians and performing artists, sound techs, support persons and interested parties from all over the Midwest.

Membership is open to anyone who wants to join us. There is a \$ 25.00 annual membership fee. Simply show up to the meetings (listed on the Home Page), email us or call us (contact information is at the bottom of every web page). Also, we do accept donations, both monetary and volunteer time.

Our goals are many. One objective lies in creating an open forum with the venues we deal with. In addition, we work on issues that affect all of our businesses such as the promotion of St. Joseph entertainment as a whole, creating concerts and festivals and helping support and better those that already exist.

The St. Joseph Music Foundation is about helping each other. Sharing information is a vital part of the Foundation. To that end, the SJMF presents on-going seminars on topics of interest to its members and to the general public. The SJMF website also contains a massive amount of information, documents and links.

Another key function of the Foundation is to organize, and then present, community service projects for the benefit of those persons and families in need.

An important Foundation program, titled "Musical Minds", provides instruments and instruction for those who may not be able to afford them.

## St. Joseph Music Foundation Membership

### There are three levels of membership.

#### Common to all membership levels

1. Members must be at least 18 years of age. Those under 18 are required to have parental or guardian permission. Those under 18 may not hold office.
2. All members must adhere to the Foundation's Code of Conduct.
3. Attendance to the monthly meetings is not required but members should make every effort to attend at least 3 meetings per year.
4. Any member is eligible to serve as a Committee member.
5. Proxy is not allowed.
6. Likewise, proxy vote is not allowed.
7. Membership dues of \$ 25.00 per year.
8. Membership dues are non-refundable.
9. Membership is perpetual until withdrawal notice is given to the Board by the member or there is a failure to pay membership dues or the member is released because of Code of Conduct infringements.

#### Tier 1 – Full Members

A *full member* is a;

- a.) musician who has successfully completed a minimum of three paid jobs in the past 12 months and/or maintains certification as a musician practitioner with an approved certifying body, such as certified teacher.
- b.) person who is currently a member of any other professional arts organization.
- c.) technician who has successfully completed a minimum of three paid jobs in the past 12 months and/or maintains certification as a practitioner with an approved certifying body.
- d.) venue owner or owner representative.
- e.) member of government or the business community interested in the goals of the SJMF.

A *retired member* is a musician, technician or venue owner who is retired from the practice. Retired persons are considered Full Members.

#### – Full Member Privileges

1. New members require recommendation from a current member.
2. New members are required to show proof of musical employment for at least 3 times in the past 12 months.
3. Members are encouraged to participate in community service activities representing the SJMF.
4. Full voting privileges.
5. Full Members may hold office.
6. Full Members may serve on Committee.
7. Absentee ballots will be available if appropriate for the election.

#### Tier 2 – Supporting Member

A *supporting member* is a corporation, agency, organization, institution, or other group interested in supporting the purposes of the Foundation by contributing financial support.

#### – Supporting Member Privileges

1. Membership dues of \$ 75/00 per year.
2. Full voting privileges.
3. Supporting Members may not hold office.
4. Supporting Members may serve on Committee, however, only one representative for each Supporting Member will be appointed.

#### Tier 3 – Patron of the Arts member

A *Patron member* is an individual interested in fostering the purposes of the Foundation.

#### – Patron Privileges

1. Full voting privileges.
2. Patron Members may hold office.
3. Patron Members may serve on Committee.

**St. Joseph Music Foundation**  
**MEMBERSHIP APPLICATION**

**INSTRUCTIONS**

1. Fill out all sections. Be sure to read the reverse side.
2. Use the word “NONE” in sections for which you have no information.
3. Remember, the information provided here will be used to contact you for notifications of regular meetings, special meetings, newsletters, general information and elections, so, please be sure the information is accurate.
4. Email addresses and phone numbers are important for this purpose.
5. The SJMF maintains a database of the member’s names along with any additional information. The purpose of this database is to provide a means of contact between members, venues and civic organizations for filling vacancies and sharing resources. Your information will be filed and considered current, valid and binding unless and until the SJMF is notified otherwise. Your information will be included in the SJMF database for use by other members and civic groups unless otherwise specified.
6. The website name you choose should be one word or two words separated by an underscore. For example, joesmith or joe\_smith.  
The website password you choose should be at least 4 characters long and may be a combination of letters and numbers. Remember, case matters. For example, password, Password, pasSword, and passwoRD are all different. Print clearly and underline the capitol letters. Above all, do NOT give your login name and password to anyone.
7. If under 18 years of age, also submit the Parental Consent Form.
8. This form must be signed by applicant.
9. Present the form and membership dues to any Board member or US Mail to:

St. Joseph Music Foundation  
620 Francis  
Suite 219  
St. Joseph, MO 64501
10. You may be asked to provide proof of identity (a copy of your driver’s license, a copy of your school ID, *etc.*).

**St. Joseph Music Foundation**  
**MEMBERSHIP APPLICATION**

Name: \_\_\_\_\_  
*First Middle Last*

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Cell Phone Number(s): \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Alternate Contact Information: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Instrument (All that apply including voice): \_\_\_\_\_

Profession (Sound Tech, Stage Tech, Stage Manager, *etc.*): \_\_\_\_\_

Band or Group name: \_\_\_\_\_

Your preferred login name for website access: \_\_\_\_\_

Your preferred password for website access: \_\_\_\_\_

I hereby request membership in the St. Joseph Music Foundation.  
I have read and agree to be bound by the Waiver of Liability agreement (reverse side).  
I have read and agree to be bound by the Code of Conduct of the SJMF.  
I agree to assume the obligations imposed by such membership.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY**

IN CONSIDERATION of my participation in any way in the St. Joseph Music Foundation, its activities or the activity for which the St. Joseph Music Foundation has agreed to assist in the presentation ("Activity"), I, for myself and for my organization, for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of St. Joseph Music Foundation activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND THAT: (a) St. Joseph Music Foundation activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the St. Joseph Music Foundation, their respective administrators, directors, agents, officers, members, volunteers, and employees; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the St. Joseph Music Foundation, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I have read this Waiver of Liability agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance notwithstanding shall continue in full force and effect.

**St. Joseph Music Foundation**  
PARENTAL CONSENT FOR THE MEMBERSHIP OF A MINOR

I do hereby consent that \_\_\_\_\_, a minor,  
*First Middle Last*

\_\_\_\_\_ be granted membership in the St. Joseph Music Foundation and  
*Date of Birth*

assume the obligations imposed by such membership and until I notify the SJMF to withdraw this consent.

\_\_\_\_\_  
Signature of Parent, Legal Guardian

\_\_\_\_\_  
Print Name of Parent, Legal Guardian

STATE OF MISSOURI  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

By \_\_\_\_\_ who is personally known to me or  
produced identification in the form \_\_\_\_\_ as proof of identification.  
*(Identification type and number)*

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

**INSTRUCTIONS:**

1. One parent or legal guardian must sign this form.
2. All signatures must be notarized or witnessed by a Board Member.
3. Present this form and proof of identity satisfactory to the State of Missouri.
4. Read and sign the reverse side, Waiver of Liability.

This form is not required if married.

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT**

IN CONSIDERATION of my participation in any way in the St. Joseph Music Foundation, its activities or the activity for which the St. Joseph Music Foundation has agreed to assist in the presentation ("Activity"), I, for myself and for my organization, for personal representatives, assigns, heirs, and next of kin:

4. ACKNOWLEDGE, agree, and represent that I understand the nature of St. Joseph Music Foundation activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
5. FULLY UNDERSTAND THAT: (a) St. Joseph Music Foundation activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the St. Joseph Music Foundation, their respective administrators, directors, agents, officers, members, volunteers, and employees; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the Activity.
6. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the St. Joseph Music Foundation, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

**MINOR RELEASE**

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ST. JOSEPH MUSIC FOUNDATION'S ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Printed Name of Parent of Guardian: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Parent or Guardian Signature (only if age 18 or over): \_\_\_\_\_

Date: \_\_\_\_\_



# St. Joseph Music Foundation

## Code of Conduct

The Code of Conduct is binding on all members. This code has been approved by the Board of Directors and is subject to change at any time at the Foundation's sole discretion. Its primary aims are to ensure that the public receives the best possible service from members, and to maintain and enhance the reputation, good name and standing of St. Joseph Music Foundation and its members.

This Code of Conduct covers a wide range of business practices and procedures. The reputation and 501 status of the Foundation depend upon the personal commitment of all members. It does not cover every issue...

### 1. Compliance with Laws, Rules and Regulations

Obedying the law, both in letter and in spirit, is the base on which the Foundation's ethical standards are built. All members must respect and obey the laws of the cities, states and countries in which the Foundation operates, as well as other appropriate private and public regulatory agencies. Although not all members are expected to know the details of these laws, it is important to know enough to determine when to seek advice from appropriate personnel.

### 2. Confidentiality

All members must maintain the confidentiality of information entrusted to them by the Foundation, its members and its associates, except when disclosure is authorized by the Foundation, its legal counsel or when required by law or regulation. Confidential information includes all non-public information that might be of use to competitors, or harmful to the Foundation, its members or its associates, if disclosed. It also includes information that suppliers and associates have entrusted to the Foundation.

Examples of confidential information includes but is not limited to, pay scales, supplier costs, unlisted phone numbers, contributor's information, and your website login name and password.

The obligation to preserve confidential information continues even after Foundation membership ends.

### 3. Communications

All correspondence, be it written, electronic or verbal, by any member, including Foundation officers, Board members, Committee members, Chairpersons, and the General membership, having the Foundation name attached in any manner, must submit that correspondence for approval or revision to the Board of Directors before submitting it to other persons or entities. Likewise, no member may enter into any contract, written, verbal, electronic or implied, on behalf of the Foundation without direct approval of the Board.

### 4. Conduct

In keeping with the Mission Statement, the Foundation requires all members to act in a professional manner at all times, meaning in a way that is respectful and friendly to all.

Complaints of misconduct may be lodged against members from any source - other members, venues, agents, *etc.*

Members agree to hold the Foundation, its officers, and other members harmless in the case of physical or financial disputes.

### 5. Waivers of the Code of Business Conduct and Ethics

Any waiver of this Code for members, executive officers or directors may be made only by the Executive Board or a committee of the Executive Board and will be promptly disclosed as required by law or regulations.

### 6. Misconduct

The SJMF has a "Three Strikes and You're Out" policy.

The complaints lodged against SJMF members will not be taken lightly but, likewise, the Board will not over-react.

Discussions and discovery will be held confidential among the complaining party and the named member.

The Executive Board holds the final decision in the members' status.

A member who has been found to behave in an unprofessional manner will be

- 1.) warned on the first offense.
- 2.) fined a sum of \$ 50.00 for the second offense.
- 3.) expelled from the Foundation on the third offense.

Any member who has been found guilty of conduct infractions has the right to appeal his case to the Board of Directors in concert with the general membership.

Breach of confidentiality and felony convictions are serious offenses and the "Three Strikes" policy does not apply in such cases. The Board will make the final determination in those cases. Appeal is not available in such cases.



**St. Joseph Music Foundation**

**620 Francis, Suite 219**

**St. Joseph, MO 64501**

**816-676-1112**

**[dreammid@yahoo.com](mailto:dreammid@yahoo.com)**

**[www.StJosephMusicFoundation.org](http://www.StJosephMusicFoundation.org)**