

Independent Contractor Agreement

THIS AGREEMENT DATED _____ by and between the _____
Parent Teacher Association _____, an unincorporated association having its principal office and place of business at

_____ hereinafter referred to as "PTA," and _____

An individual residing at _____

A corporation having its principal office and place of business at _____

An unincorporated association having its principal office and place of business at _____

_____ hereinafter referred to as "Contractor,"

(Cross-out and initial the inapplicable phrases)

Witness: _____

WHEREAS, PTA desires to retain the services of an Independent Contractor to perform certain services which PTA itself does not normally perform, to wit:

_____ ;and

WHEREAS, Contractor represents that as an Independent Contractor, said Contractor wishes to and has the experience and ability to provide the manpower, equipment, and facilities necessary to effect timely and effective performance of such services;

Now, THEREFORE, in exchange for the mutual covenants and considerations contained herein and for other goods and valuable consideration, it is agreed by and between the parties as follows:

- 1) **Status of Contractor.** Contractor represents and warrants that as an Independent contractor, it will provide timely and satisfactory performance of the services set forth above, and the manpower, equipment, and facilities necessary for such performance. Nothing in this agreement shall be deemed to create an employer-employee relationship, partnership, or agency relationship between PTA and Contractor. Nothing herein shall be construed to prevent Contractor from performing the services set forth above, or any other services, for other persons, firms, or corporations, provided, however, that Contractor continues to be able to and does effect timely and satisfactory performance of the service set forth as required by PTA. In the event that the Contractor is unable to, or fails to, effect timely and satisfactory performance as required, this contract may be canceled by PTA immediately and without the five (5) days' notice otherwise required by Paragraph 7 hereof.
- 2) **Service Fee.** Upon satisfactory completion of the services set forth above, PTA shall pay Contractor the sum of \$ _____.
- 3) **Other Carriers.** If, in order to accomplish timely and effective performance of the services set forth above, Contractor decides to hire other persons to fulfill its obligations hereunder, Contractor shall at its own expense, recruit, train, and assign such person or persons to deliver said services on a timely and effective basis to fulfill Contractor's obligations hereunder. Any such person or persons shall be considered, for all purposes, to be agents, servants, and / or employees of Contractor and shall not be considered, for all purposes, to be agents, servants, and /or employees of PTA. Contractor has sole and exclusive control over any such persons hired by Contractor including but not limited to the number of such persons to be hired and their time and places of performance. Contractor expressly warrants that it will pay all taxes and required contributions and obey all laws relating to its employment of any persons it hires to perform the terms and condition of this agreement.

- 4) **Compliance with Law.** Contractor expressly warrants that Contractor shall comply with all governmental laws, rules and regulations, including, local, state, and federal laws, and Contractor agrees to save and hold harmless PTA from any and all claims of liability, including federal, state and local taxes or contributions and unemployment contributions. Contractor shall defend any legal actions against PTA arising out of or related to the activities of Contractor under this agreement. Upon request of PTA, Contractor shall file with PTA a certificate of insurance evidencing public liability and property insurance covering all properties, facilities, and persons employed by Contractor, its employees, and agents in performing the services set forth herein.
- 5) **Liability.** Except as provided for in Paragraph 2 above, PTA shall not be liable to Contractor for any expenses incurred by Contractor, or for any act or omission of Contractor, or of any agent, servant, and/or employee of Contractor. Contractor shall, at its own expense, provide and pay for any liability or other insurance necessary and appropriate to its performance of the services set forth herein and its obligations and liabilities hereunder. Contractor, as an Independent Contractor, shall have no authority, nor shall any agent, servant, and/or employee employed by Contractor, have authority to bind PTA by any promise or representations expressed or implied. PTA shall not be liable to employees, agents, or other persons hired by Contractor for any act or commission of PTA or of Contractor.
- 6) **In-force liability insurance.** Before the execution of this agreement Contractor must attach a Certificate of Insurance, written by an AM Best Rated A insurance company, showing that the contractor has in-force liability insurance with limits of at least \$1,000,000 and naming the PTA unit and the New York State PTA as Additional Insureds.
- 7) **Hold Harmless.** Contractor agrees to hold the PTA harmless from any and all liability that arises out of the operations of the contractor.
- 8) **Assignment.** Neither this agreement nor any interest therein may be assigned or transferred by Contractor to any other party unless expressly authorized by PTA in writing.
- 9) **Termination.** Except as provided above in Paragraph 1, this agreement may be terminated upon completion of the services provided or upon five (5) days' written notice by either party to the other party, whichever comes first.

PTA Name: _____	Contractor's Name: _____
By: _____	By: _____
(Signature): _____	(Signature): _____
(Title): _____	(Address): _____
(Date): _____	(Social Security # or EIN #): _____