

INDEPENDENT CONTRACTOR AGREEMENT

The parties to this Agreement, entered into on _____, are _____
("Location") and _____ ("Contractor").

Location desires to retain the services of Contractor for the purpose of _____
_____ ("Services").

Contractor is experienced in the Services and desires to work for Location pursuant to the terms and conditions set forth in this Agreement.

Therefore, the parties agree as follows:

A. TERM.

1. **Initial Term:** Location agrees to engage Contractor and Contractor agrees to perform the Services for the Location according to the terms and conditions set forth in this Agreement. The term of engagement under this Agreement shall commence on _____ and shall continue until _____ or until this Agreement is terminated.
2. **Renewal Term:** This Agreement shall not renew automatically unless at least _____ days before the termination of the initial term or any renewal term, either party notifies the other party in writing that it wishes to continue the relationship. The terms upon which this Agreement shall continue may be modified in any renewal.

B. DUTIES OF CONTRACTOR

1. **Scope of Work.** Contractor's scope of work shall include: See Attachment A.
2. **Legal Compliance.** Contractor shall be responsible for complying with all laws, ordinances and regulations governing Contractor's conduct in the performance of this Agreement. Contractor represents and warrants that it is properly licensed and permitted by all applicable governmental agencies to provide the Services required under this Agreement. Contractor understands and agrees that it will comply with all laws, ordinances and regulations requiring background checks and/or fingerprinting if Contractor will be in regular contact with minors. Contractor shall indemnify and hold Location harmless from any failure to comply with the provisions of this section.
3. **Insurance.** During the entire term of this Agreement, Contractor, at its sole cost and expense, shall obtain and keep in force policies of Comprehensive General Liability insurance with a carrier admitted in the State of California, insuring Contractor against any liability arising out of any act or omission of Contractor, or any of his employees, agents, or independent contractors, including but not limited to property damage, including loss of use, personal or bodily injury and automobile liability. The amount of such insurance shall be at least two million dollars (\$2,000,000) on an occurrence basis. Location, the Roman Catholic Archbishop of Los Angeles, a corporation sole, Archdiocese of Los Angeles Education and Welfare Corporation, and its employees, agents and representatives will be named additional insured



("Insured Parties"). The coverage will be primary and not contributing coverage to any insurance maintained by Insured Parties.

Contractor shall also obtain and keep in force during the entire term of this Agreement a policy of workers' compensation insurance, employers' liability insurance, and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California. Said policies shall be specifically endorsed to provide a waiver of subrogation as against Insured Parties. If applicable, Contractor warrants and represents that it carries applicable Professional Liability insurance. Current certificates of insurance for Comprehensive General Liability, Workers' Compensation, and Employers' Liability, and Professional Liability insurance along with all additional insured endorsements, are to be filed with Location prior to the commencement of any work pursuant to this Agreement.

4. **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Location, its corporate affiliates, agents, clergy and religious, volunteers, officers, directors and employees ("Indemnified Parties") from and against any and all liability, claims, damages, losses and expenses, including but not limited to reasonable attorney's fees and expert costs and fees, and all other costs and expenses incurred as an incident thereto, arising out of, based on or relating to the performance of this Agreement, or the breach of any term, warranty or representation expressed herein, including any such liability, claims, damages, loss or expense attributable to contractual and tortious injury, bodily injury, sickness, disease or death to any person, including employees of Location, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, to the extent caused in whole or in part by any acts or omissions of Contractor, its agents, drivers, employees, subcontractors or representatives, and anyone for whose acts Contractor may be liable, whether or not such claims are based upon the active or passive negligence of Indemnified Parties, except that Contractor shall not be required to indemnify Indemnified Parties against a claim or loss arising from the sole negligence or willful misconduct of Indemnified Parties.
5. **No Withholding.** Contractor shall pay its own income taxes, self-employment taxes and/or other taxes to the state and federal government. Location shall not withhold either federal or state income taxes or other taxes from fees due Contractor but shall provide Contractor with a Form 1099. Contractor shall provide Location with a Form W-4.
6. **Fees.** Upon presentation of itemized billing statements and/or invoices, Contractor shall receive during the Term of this Agreement fees for Services as follows:
 - a. Base Fee. Contractor will receive an hourly/monthly/one time fee of _____.
 - b. Additional fees. The Contractor may be paid additional fees if any by the Location for Services rendered as may be determined in the sole discretion of the Location.
7. **Confidentiality.** Contractor recognizes the importance of maintaining the confidentiality of all individuals involved with the Location, such as students, families, staff, and administration of the Location, and agrees that it will not, directly or indirectly, disclose or use, except as required in the course of performing its duties to Location, any confidential information Contractor may see, hear or read. Upon termination of Contractor's engagement, all such



confidential information shall be returned to the Location and shall continue to remain confidential.

8. Undertakings by Contractor. Contractor agrees, warrants and represents to Location as follows:

- a. That Contractor shall use his best efforts to undertake and perform its duties under this Agreement;
- b. That it understands that the Location is a Roman Catholic entity and that it is expected to adhere to and observe the moral, ethical and religious values of the Roman Catholic Church as taught by the Roman Catholic Archbishop of Los Angeles;
- c. That it has the right and power to execute this Agreement and perform its duties without violation of any other agreements, whether written or oral, which would prohibit him/her from providing services for the Location or which conflicts with its ability to provide services under this Agreement.
- d. That upon termination of this Agreement, Contractor assigns to the Location all intellectual property rights which may arise from Contractor's performance of services under this Agreement. In addition, Contractor grants the Location a perpetual, irrevocable, royalty-free license to the intellectual property Contractor has created, composed, written, sketched, drawn or designed for the Location. In exchange for the compensation paid under this Agreement, all works created, composed, written, sketched, drawn, or designed by Contractor under this Agreement shall be owned by the Location. Contractor will relinquish to the Location all original or derivative materials in all media created by Contractor pursuant to this Agreement and agrees that the fee paid includes the intellectual property and other rights to the materials as specified in this subsection.

9. Termination.

- a. Termination by Either Party. This Agreement may be terminated by either party by giving written notice to the other at least _____ days prior to the effective date of termination.
- b. Termination for Cause. This Agreement may be immediately terminated by the Location upon the occurrence of any of the following events:
 - i. The death of the Contractor;
 - ii. Upon the Contractor's becoming physically or mentally incapable of performing diligently the services required of Contractor under this Agreement for a cumulative period of _____ days during any term of this Agreement;
 - iii. Upon discovery that Contractor has committed an act of fraud or dishonesty, willfully damaged or injured the Locations property, business or goodwill; or breached any material term or provision of this Agreement; or
 - iv. Upon the failure of Contractor to possess current and valid licenses required by any city, county or governmental agency to perform its services.



- c. **Effect of Termination upon Compensation.** In the event this Agreement is terminated prior to the completion of any term of engagement, the Contractor shall be entitled to the fees earned by Contractor prior to the date of termination as provided for in this Agreement; the Contractor shall be entitled to no further compensation as of the date of termination.

10. Prior Agreements. This Agreement supersedes in its entirety any and all prior service agreements between Location and Contractor.

11. Invalid or Unenforceable Provisions. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted or modified by a court of competent jurisdiction in such a way as to make it valid and enforceable.

12. Waiver and Modification. No change or modification of this Agreement shall be valid unless it is in writing and is signed by the parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom it is sought to be enforced. Failure of any party at any time to insist upon strict performance of a condition, promise, agreement, or understanding set forth in this Agreement, shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

13. Notices. All notices and communications required by this Agreement to be effective, shall be in writing and shall be delivered in person or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Location: _____

If to Contractor: _____

14. Law Governing Agreement. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of California. Venue shall be the County in which the Location is located, in the State of California.

Location

Name: _____ Title: _____

Signature: _____ Date: _____

Independent Contractor

Name: _____ Title: _____

Signature: _____ Date: _____

