



Independent Contractor Agreement

This agreement dated _____ by and between the Rye Neck PTSA hereinafter known as "PTSA", an unincorporated association, 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." Whereas, the PTSA desires to retain the services of Contractor to perform the following services: _____

for grades _____ at _____ located at _____

Mamaroneck, NY 10543. The service will take place on the date(s) _____

and time(s) _____.

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 affect 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:

- 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 PTSA and Contractor. Nothing herein shall be construed to prevent Contractor from performing the services set forth above, or any other services, for other persons, forms, or corporations, provided, however, that Contractor continues to be able to and does affect timely and satisfactory performance of the service set forth as required by PTSA. 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 PTSA immediately. Notification of service cancellations and rescheduling will be the sole responsibility of the Contractor. It is the Contractor's responsibility to notify the PTSA representative, _____ at _____ as soon as possible. The Contractor may only reschedule the service on the designated makeup date or an agreed upon date. The Instructor(s) must be fingerprinted and cleared 30 days prior to the scheduled event (if applicable). The Contractor must meet all the paperwork, insurance and other requirements required by the Rye Neck U.F.S.D.
- Service Fee.** Upon satisfactory completion of the services set forth above, PTSA shall pay Contractor the sum of \$ _____
- 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

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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 PTSA. 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 conditions 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 PTSA 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 PTSA arising out of or related to the activities of Contractor under this agreement.
5. **Liability.** Except as provided for in Paragraph 2 above, PTSA 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 PTSA by any promise or representations expressed or implied. PTSA shall not be liable to employees, agents or other persons hired by Contractor for any act or commission of PTSA or of Contractor. In addition, the Contractor must 30 days prior to the event, sign and submit to the Rye Neck UFSD the *Application for Use of District Facilities*, which includes an *Indemnification Agreement* and *Fingerprint Clearance* (Fingerprints are only required if Contractor will be on the property more than 5 days in one school year).
6. **In-Force Liability, Worker's Compensation, Automobile, and Umbrella/Excess Insurance.** A minimum of 30 days prior to the event, Contractor agrees to provide proof of Commercial General Liability, Automobile, Workers' Compensation and NYS Disability, and Umbrella/Excess Insurance in the amounts and coverages as required by the Rye Neck UFSD as set forth in its *Application for Use of District Facilities* which will be provided to the Contractor along with this Contract. Contractor further agrees to provide Certificates of Insurance and Endorsements naming the Rye Neck UFSD, 310 Hornidge Rd., Mamaroneck, NY 10543, Rye Neck PTSA, and New York State PTA as Additional Insureds on its insurance policies, except for workers' compensation and N.Y. State Disability insurance.
7. **Hold Harmless.** Contractor agrees to hold the Rye Neck PTSA 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 PTSA 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 the PTSA.

PTSA Name: Megan McFarland

Contractor Name: _____

PTSA Signature: _____

Contractor Signature: _____

Title: President, Rye Neck PTSA

Title: _____

Date: _____

Tax #: _____

Date: _____