

**COMMUNITY ARTS AGENCY**  
**INDEPENDENT CONTRACTOR AGREEMENT**

**THIS AGREEMENT**, made and entered into on the date set forth below between the Community Arts Agency (“Client”), and the undersigned, [Name] (“Contractor”).

**WHEREAS**, Client has need for certain contracted services in connection with its operations and programs; and

**WHEREAS**, Contractor has satisfactorily represented to Client an ability and willingness to provide the required services;

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, for payments to be made and for other good and valuable consideration, receipt being acknowledged, the parties hereto agree as follows:

**Section 1. Contract Services.** Subject to the terms and conditions contained herein, Client hereby acknowledges and contracts with Contractor as an independent contractor; the term of this Agreement shall be as set out in Schedule A, and this Agreement shall remain in effect as long as obligations set out hereinbelow are applicable. Contractor accepts this Agreement and, except as specifically provided herein, agrees to provide the required services (Scope of Services) to Client as described in Schedule A which is attached to this Agreement.

**Section 2. Independent Contractor.** Contractor is an "independent contractor", performing those services set out on the Scope of Services listed on Schedule A, and Contractor shall be solely responsible for the same. Nothing contained within this Agreement shall be construed to constitute Contractor an employee of Client, or to constitute Contractor and Client as partners. The parties specifically agree as follows:

Contractor is an independent contractor, not Client's employee. Contractor's employees or contract personnel are not Client's employees. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Contractor has the right to perform the services required by this Agreement at any place, location, or time, except those services that are hosted by the Client for its members or for the general public.
- Contractor will furnish all equipment and materials used to provide the services required by this Agreement, provided Contractor shall have access to such brand and marketing materials, including stationary and forms, as are used by Client.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement, subject to notification to Client.

- The Contractor, Contractor's employees or personnel shall perform the services required by this Agreement; Client shall not hire, supervise, or pay any assistants to help Contractor.
- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the skills necessary to perform the services required by this Agreement, provided Client shall conduct such orientations as to its mission, operations and programs as are necessary for Contractor to perform the contracted services.
- Client shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

**Section 3. Compensation.** For the services rendered hereunder, Client shall pay Contractor as set out on Schedule A. Unless otherwise agreed in writing, Client's maximum liability for all contracted services performed during the term of this Agreement shall not exceed \$\_\_\_\_\_.

**3.1 Payments.** Contractor shall submit an Invoice to Client on the last day of each month for the work performed during that month. The Invoice should include: an Invoice number, the dates covered by the Invoice, the hours expended, and a summary of the work performed. Client shall pay Contractor's fee within a reasonable time after receiving the invoice.

**3.2 Expenses.** Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses, and other compensation paid to its employees or contract personnel the Contractor hires to complete the work under this Agreement.

**Section 4. Term of Agreement.** This Agreement shall become effective upon execution and terminate at the end of the term set out on Schedule A. Unless and until terminated, Contractor's services shall continue in full force and effect as provided herein.

**4.1 Services.** This Agreement shall continue in effect for the term set out for all of those services listed under Scope of Services on Schedule A.

**Section 5. Ownership of Certain Information and Material.** Contractor shall fully and promptly share with Client all information, including, without limitation, specialized information, which Contractor may develop or collect, either alone or with others, during the course of his work. All information, forms and project data, together with any documentation or other materials prepared or produced in connection therewith, shall be accessible to both parties if prepared within the scope of Contractor's work for Client.

**Section 6. Business Permits, Certificates and Licenses.** Contractor has complied with all federal, state, and local laws requiring business permits, certificates and licenses required to carry out the contracted services to be performed under this Agreement.

**Section 7. State and Federal Taxes.** Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

**Section 8. Fringe Benefits.** Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, profit sharing, health, vacation pay, sick pay, or other fringe benefit plan of Client. If Contractor is later classified as Client's employee, Contractor expressly waives Contractor's rights to any benefits to which he or she was, or might have become, entitled.

**Section 9. Workers' Compensation.** Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

**Section 10. Unemployment Compensation.** Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

**Section 11. Insurance.** Client shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing the contracted services under this Agreement.

**Section 12. Periodic Reports.** Notwithstanding anything to the contrary contained herein (including all schedules attached hereto), Contractor shall be required to submit a written status report in a form mutually agreed upon by the parties to Client at least five business days prior to any scheduled meeting of Client's board of directors:

- 12.1** A Final Report shall be submitted by Contractor in writing in a form mutually agreed upon by the parties or as required by sponsors or funding agencies, within sixty (60) days following the completion of all specific contracted services provided pursuant to the terms of this Agreement.

## **Section 13. Confidentiality**

**13.1 Definitions.** For the purpose of this Section, the following definitions shall apply:

- (a) "Trade Secret" shall mean any technical information, design, process, procedure, formula or improvement that is valuable and not generally known to competitors of Client.
- (b) "Confidential Information" shall mean any data or information, other than Trade Secrets, which is material to Client and not generally known by the public. To the fullest extent consistent with the foregoing and as otherwise lawful, Confidential Information shall include, without limitation, (i) Client's financial records, records of gifts and donations, membership lists and procedures and (ii) the identities of Client's sponsors, their special demands, and current and anticipated status or requirements for Client's programs;

**Section 14. Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement, or the breach of this Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

14.1 Client and the Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with Mediation Rules of the American Arbitration Association currently in effect. If the parties in good faith are unable to resolve the matter between them, then either may request mediation which shall be filed in writing with the other party to this Agreement and shall contain a brief description of the dispute. The request may be made concurrently with the filing of a demand for mediation, but, in that event, mediation shall proceed in advance of any arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of ninety (90) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

14.2 The parties shall equally share the mediator's fee and any filing fees. The mediation shall be held in Atlanta, Georgia, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**Section 15. Governing Law.** This Agreement is to be interpreted, construed, and governed according to the laws of the State of Georgia.

**Section 16. Scope of Authority.** Contractor agrees that it is not the employee, officer, agent or representative of Client except as specifically provided for in this Agreement, and Contractor will not go beyond the scope of authority provided for by this Agreement.

**Section 17. Notices.** Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail, to Client's President or Treasurer, or to Contractor's Managing Partner or Manager at the address of a party as set out below.

**Section 18. Miscellaneous.** If any provision or any part of any provision of this Agreement is found not to be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement.

This Agreement shall inure to the benefit of, and be binding upon, Client, its successor and assigns, and Contractor, Contractor's executor, administrator, heirs and personal representatives.

This Agreement comprises the entire Agreement between the parties with respect to the subject matter.

IN WITNESS WHEREOF, the parties have on the dates set out below by their respective signatures in \_\_\_\_\_, \_\_\_\_\_, fully executed this Independent Contractor Agreement.

**COMMUNITY ARTS AGENCY (CLIENT)**

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Address  
\_\_\_\_\_

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

**[NAME]\_\_\_\_\_ (CONTRACTOR)**

\_\_\_\_\_  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Cell/Telephone/Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security No. / EIN No.

**Schedule A**

**Scope of Services**

[Fill In]

**Term of Agreement**

[Fill In]

**Payments for Contracted Services**

[Fill In]