

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into this _____ day of _____, 2018, between CANTON COMMUNITY CENTER, INC., a Missouri Nonprofit Corporation, and having a principal place of business at 210 N 7th Street, Canton, Missouri 63435, (hereinafter “Company”), and _____ of _____, (hereinafter Contractor).

In consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. DUTIES OF CONTRACTOR. Contractor shall provide on an “as needed” basis the following services:_____.

2. DUTIES OF COMPANY. Shall provide _____.

3. RELATIONSHIP OF THE PARTIES. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor’s employees, if any. Under no circumstances shall Contractor, or any of Contractor’s employees, look to Company as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor’s employees, shall be entitled to any benefits accorded to Company’s employees, including without limitation worker’s compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor’s expense, and in Contractor’s name, unemployment, disability, worker’s compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

4. COMPENSATION. As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor at the rate of \$_____ per _____.

5. PERSONNEL. Contractor represents and warrants to Company that he/she and/or any employees of Contractor performing services hereunder have sufficient expertise, training, and experience to accomplish the services.

6. BACKGROUND CHECK. All Independent Contract Instructor applicants are required to participate in a background check conducted by the Canton Community Center using the recommended website from our insurance company www.familywatchdog.us. Such information will be used to determine whether the results of the background check reasonably bear on applicant’s trustworthiness or ability to perform the duties of position in a manner which is safe for participants in the Canton Community Center programs.

7. MISCELLANEOUS. The Contractor agrees to bear all financial responsibility to his agents, and/or employees; and that the Contractor shall maintain payroll and compensation records for his/her benefit and for the benefit of his/her employees, if any, as may be required by all Federal, Missouri and local laws, such books to be opened for inspection by the Company upon reasonable notice; and that the Contractor shall exonerate, indemnify and hold harmless the Company from and against, and shall assume full responsibility for payment of, all Federal, Missouri and local taxes, and contributions imposed or required under Federal and Missouri unemployment insurance, social security, workers’ compensation, and Federal, Missouri and local income tax laws, with respect to the aforementioned Contractor and his/her employees, if any, engaged in the performance of this Agreement.

7.1 The Contractor agrees that the Company shall not be responsible to the Contractor for any loss or damage to the property of the Contractor on the premises of the Company or for theft or otherwise, occasioned wholly or in part by the acts or omissions of the Company or any of its employees or agents or in any manner whatsoever.

7.2 The Contractor agrees to fully exonerate, indemnify and save harmless the Company from and against all claims or actions, and all expenses incidental to the defense of any such claims or actions based upon or arising out of damage or injury (including death) to the persons or property caused by or sustained in connection with the performance of this Agreement, or by conditions created thereby, and, if requested by the Company, to assume without expense to the Company, the defense of any such claims or actions.

7.3 The Company and the Contractor do hereby mutually agree to the following:

A. It is acknowledged and agreed by the parties hereto that this Agreement may be terminated by either party upon written or oral notice communicated to the other party. Said termination is to be effective upon the receipt of said notice.

B. Notwithstanding the foregoing all notices shall be deemed sufficient if mailed by certified mail, postage prepaid, addressed as follows:

(1) Contractor:
.....
.....

(2) To Company: Canton Community Center, Inc.
ATTN: Director
210 N 7th Street
Canton, MO 63435

C. Nothing in this Agreement shall be in any way construed to constitute the Contractor, or any of his agents, or employees, as an employee or representative of the Company.

D. The failure of the Company in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or a relinquishment for the future of such term or option, but that the same shall continue in full force and effect.

E. The terms and provisions of this Agreement shall be binding upon the parties hereto, their legal representatives, successors and assigns.

F. This instrument contains the entire agreement between the parties and no statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this written contract, shall be valid or binding: and this contract may not be enlarged, modified or altered except in writing signed by the parties and attached hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate, each of which is to be deemed an original, on the day and year first above written.

CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS.

CONTRACTOR

**CANTON COMMUNITY CENTER,
INC.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____