

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into effective _____, **2019**, by and between **the City OF FOUNTAIN INN, SOUTH CAROLINA**, located at 200 North Main Street, Fountain Inn, SC 29644, body politic and corporate, of the State of South Carolina, hereinafter referred to as the “City,” and the Contractor identified below, hereinafter referred to as “Contractor”.

The Contractor is identified as follows:

Name: _____

Type of Entity (Check One): Sole proprietorship ____; Partnership ____; LLC ____; Corporation ____

_____	_____
Street Address	City/State/Zip
_____	_____
Business Telephone	Soc. Sec. # or FEIN

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows.

Work to Be Performed

The City and the Contractor agree that the Contractor will perform the following work:

Term of Agreement

The services called for under this Agreement shall commence on _____ and terminate on _____ unless earlier terminated in accordance with the Standard Provisions.

Technical Direction

The Contractor shall receive technical direction only from _____ or an assigned designee of the _____ Department, as authorized in writing.

Terms of Payment

The City shall pay the Contractor according to the following terms and conditions: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement (to include the CERTIFICATE OF COMPLIANCE and STANDARD TERMS AND CONDITIONS) to be duly effective as of the day and year first written above.

Contractor
By: _____
Its: _____
Date: _____

The City of Fountain Inn, SC
By: _____
Its: _____
Date: _____

CERTIFICATE OF COMPLIANCE
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT
South Carolina Code Ann. §8-14-10 et. seq.

As a condition of this Independent Contractor Agreement, Contractor hereby certifies and agrees that Contractor will comply with the requirements of South Carolina Code Ann. §8-14-10 et. seq. and agrees to provide to the City any documentation required to establish either:

- (1) The applicability of South Carolina Code Ann. §8-14-10 et. seq. to Contractor, any subcontractor, and sub-subcontractor; or
- (2) Full compliance with requirements of South Carolina Code Ann. §8-14-10 et. seq. by Contractor and any subcontractor or sub-subcontractor.

Contractor agrees:

- (1) To register and participate in the federal work authorization program to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification of the employment authorization of all new employees; or
- (2) To employ only workers who:
 - (a) Possess a valid South Carolina driver's license or identification card issued by the South Carolina Department of Motor Vehicles;
 - (b) Are eligible to obtain a South Carolina driver's license or identification card in that they meet the requirements set forth in S.C. Code Sections 56-1-40 through 56-1-90; or
 - (c) Possess a valid driver's license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the Executive Director of the South Carolina Department of Motor Vehicles, or his designee. The Executive Director of the South Carolina Department of Motor Vehicles, or his designee, shall publish on its website a list of states where the license requirements are at least as strict as those in South Carolina.

Contractor

By: _____

Its: _____

Date: _____

STANDARD TERMS AND CONDITIONS

1. INSURANCE- INDEMNITY.

- (a) Contractor agrees to maintain general liability insurance for all of Contractor's work and name the City as an additional insured.
- (b) **WORKER'S COMPENSATION INSURANCE.** Contractor shall provide and pay for worker's compensation insurance. *The City does not provide worker's compensation insurance for Contractor or Contractor's employees.* Contractor shall provide a declaration page from Contractor's worker's compensation insurance policy to the City. Contractor's insurance company/agent shall be required to notify the City in the event the insurance premiums are not paid. In the event that Contractor's worker's compensation insurance is canceled, for any reason, this agreement shall automatically terminate. The City may, in its sole discretion, secure worker's compensation insurance for Contractor and deduct any premiums therefor from any sums due Contractor for services rendered pursuant to this agreement.
- (c) Contractor shall indemnify the City and the City's agents and save them harmless from and against any and all claims, actions, damages, liability and expense, of any type, kind or description, including attorney fees and costs, in connection with loss of life, personal injury and/or damage to property arising from or out of the services to be rendered pursuant to the terms of this Agreement, the work of employees of Contractor while performing the services hereunder, or any breach or alleged breach by Contractor of this Agreement.
- (d) The City shall not be liable for injury or death occurring to Contractor or any of its employees or other assistants in the course of performing this Agreement.
- (e) All personal property used by Contractor in connection with this Agreement shall be and remain at Contractor's sole risk, and the City shall not be liable for any damage to, or loss of such personal property arising from any acts of negligence of any persons, or from any other cause whatsoever, nor shall the City be liable for any injury to the person of the Contractor or other persons employed by Contractor, Contractor expressly agreeing to save the City harmless in all cases. Contractor shall carry at his expense and pay all premiums for insurance to cover his personal property used in connection with the services to be rendered hereunder.

2. TAXES. Contractor shall be fully responsible for any and all taxes of any kind, including, but not limited to, income taxes, self employment income taxes, and withholding taxes of any kind, sales, use, and property taxes. The City shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Contractor or any other person consulted or employed by the Contractor in performing services under this Agreement. All such costs shall be Contractor's sole responsibility.

3. INDEPENDENT CONTRACTOR.

(a) The parties acknowledge and agree that nothing in this agreement shall be construed as creating a contract of employment, partnership, or joint venture. The parties agree that Contractor is an ***INDEPENDENT CONTRACTOR***. Contractor may employ such persons as it sees fit to perform the required services. The City does not specify the manner in which the services are performed nor does the City provide any equipment to Contractor. Contractor agrees to save and hold harmless the City from any and all claims for the repayment or contribution to any taxes. The Contractor shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

(b) The Contractor agrees to perform the services hereunder solely as a Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Contractor is not authorized to enter into, commit or bind the City to any agreements, and the Contractor shall not represent itself as the agent or legal representative of the City.

4. TERMINATION.

(a) The City may terminate this Agreement at any time for any reason by giving Contractor Thirty (30) days prior written notice of its intent to terminate.

(b) Contractor may terminate this Agreement only if the City breaches a material term of this Agreement.

5. EXPENSES. Contractor shall be responsible for and pay all of Contractor's expenses. The City will not reimburse Contractor for Contractor's expenses unless the same are specifically itemized on Page 1 of this Agreement and approved by the City.

6. ASSIGNMENT. The Contractor shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the City.

7. SUCCESSOR AND ASSIGNS. This Agreement and the covenants and conditions herein contained shall inure to the benefit of and are binding upon Contractor, its successors and assigns, and shall inure to the benefit of the City and only such assigns of Contractor to whom the assignment by Contractor has been consented to by the City.

8. TIME. Time is of the essence of this Agreement.

9. NOTICES. All notices required to be given hereunder shall be in writing and shall be mailed by registered mail, postage prepaid, sent to the addresses shown on the first page of the Agreement.

10. CONFIDENTIALITY.

(a) In connection with the performance of services hereunder, the Contractor may be exposed to confidential and proprietary information of the City, whether or not so identified (including without limitation this Agreement). All such confidential and proprietary

information shall be kept strictly confidential and shall not be disclosed to any party without the City's express written consent.

(b) The Contractor shall not, without the prior written consent of the City, use the City's name in any advertising or promotional literature or publish any articles relating to the City, this Agreement, or the services and shall not otherwise refer to the retention of Contractor to render any services hereunder.

11. DAMAGES AND REMEDIES. In the event of a breach of this Agreement:

(a) The City's sole obligation shall be to pay Contractor the amount due for services already acceptably performed. In no event shall the City be liable for any lost profits or consequential, incidental or special damages.

(b) Contractor waives any and all right to injunctive relief in the event of any dispute with the City, and the Contractor's sole remedy in such a dispute shall be the payment of any sums due and owing to Contractor as specified herein.

(c) **BINDING ARBITRATION**. In the event of a dispute arising pursuant to this Agreement, the parties agree that the dispute shall be resolved through the use of binding arbitration. The parties agree that any and all disputes between them that cannot be amicably settled, shall be determined solely and exclusively by arbitration. A neutral arbitrator shall be chosen by the parties who shall arbitrate in accordance with the hearing procedures for arbitration hearings as set forth in the Commercial Arbitration Rules of the American Arbitration Association or any successor thereof ("AAA") including if applicable, the Expedited Procedures of such rules or the Optional Rules For Emergency Measures of Protection, but shall *not* use the services of the AAA. The neutral arbitrator shall make all administrative decisions. Arbitration shall take place at an appointed time and place in Greenville County, South Carolina

12. WRITTEN AGREEMENT. This agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the City and Contractor. There are no covenants, promises, agreements, conditions, or understanding, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this agreement shall be binding upon the City or Contractor unless reduced to writing and signed by both parties.

13. MISCELLANEOUS.

(a) Contractor shall comply with all of the City's standards and procedures when working on-site at the City, including without limitation, standards relating to security.

(b) The Contractor will perform the services in accordance with the specifications established by the City.