



## 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 an Independent Contractor to perform certain 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:

- 1. 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).
- 2. Service Fee.** Upon satisfactory completion of the services set forth above, PTSA shall pay Contractor the sum of \$ \_\_\_\_\_
- 3. 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 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

## Independent Contractor Agreement, con't.

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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 condition 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. Upon request of PTSA, Contractor shall file with PTSA a certificate of insurance evidencing public liability and property insurance covering all properties, facilities and persons employed by Contractor, its employees and agents in performing the services set forth herein.
- 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.
- 6. In-Force Liability Insurance.** Before the execution of this agreement Contractor must attach a Certificate of Insurance, written by an AM Best Rated A insurance company, showing that the contractor has in-force liability insurance with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, with no exclusions for athletic participants and if requested by the PTSA or Rye Neck USFD excess insurance of \$1,000,00- \$3,000,000 each occurrence and aggregate depending on the type and size of the event. Certificate of Insurance must name the Rye Neck PTSA and the New York State PTA and the Rye Neck UFSD 310 Hornidge Rd., Mamaroneck, NY 10543 as Additional Insureds. On the Certificate under "Description of Operations", the following needs to be included: "Rye Neck UFSD, Rye Neck PTSA, its Boards, employees & volunteers 310 Hornidge Road Mamaroneck, NY 10543 and New York State PTA One Wembley Court Albany, NY 12205 are included as additional insured on a primary and non-contributory basis as respects to General Liability and liability arising out of use of the facilities of the insured." The Contractor must provide an ISO Endorsement, CG 20 26 or its equivalent, naming Rye Neck UFSD, Rye Neck PTSA and New York PTA as additionally insured at least 30 days prior to the start of the service. In addition, the Contractor must 30 days prior to the event sign and submit to the Rye Neck UFSD an Insurance Agreement Use of Facilities and Hold Harmless Agreement.
- 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

PTSA Signature: \_\_\_\_\_

Title: President, Rye Neck PTSA

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

Contractor Name: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Tax #: \_\_\_\_\_

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