

115 - GWA Independent Contractor Agreement

Approved by GWA Board of Directors 2/28/2013

Revised 9/24/2015

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "***Agreement***") is entered into effective the ____ day of _____, 20__ by and between: George Washington Academy, a Utah non-profit corporation ("***GWA***"), and _____ ("***Contractor***").

RECITALS

WHEREAS, Contractor has experience as a _____, and has the necessary training, equipment, and supplies to perform the services set forth in this Agreement; and

WHEREAS, Contractor desires to contract with GWA and GWA desires to contract with Contractor to provide such services, on the terms, covenants, and conditions hereafter set forth.

AGREEMENT

1. **Scope of Work.** GWA has hired Contractor to provide the following services:

Contractor will provide these services on an as needed basis and only when GWA calls and requests such services, or as otherwise agreed by the parties. Contractor agrees to be reasonably available to GWA for this purpose.

2. **Term of Agreement.** The term of this Agreement and the performance of services hereunder shall commence on the date signed, and will continue as long as GWA retains the services and talents of Contractor.

- 2.1. GWA shall have the right to immediately terminate this Agreement upon GWA's determination that it no longer requires the services of Contractor or Contractor has failed to perform the services required hereunder in accordance with the terms of the Agreement. Such termination shall be accomplished by delivery of written notice of termination ("**Notice of Termination**") to Contractor. Unless otherwise indicated in the Notice of Termination, such termination shall be effective immediately upon delivery of the Notice of Termination to Contractor. For purposes hereof, the Notice of Termination shall be deemed delivered (a) upon transmission by GWA to Contractor at the e-mail address set forth below if delivery is by e-mail; (b) at the time of personal delivery, if delivery is in person; (c) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (d) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries when addressed to Contractor at the address set forth below or at such other address as Contractor may designate by giving ten (10) days' advance written notice to GWA.

2.2. Contractor may terminate this Agreement upon 10 days written notice to GWA, at the address provided below.

Upon termination of this Agreement as set forth herein, all rights and obligations of the parties hereunder shall cease.

3. Compensation. Compensation shall be at a rate of \$_____ per hour and is based solely on work that is performed pursuant to the terms of this contract, properly recorded, and invoiced.

4. Payment Terms. Contractor will invoice GWA within ____days of providing services and shall include with the invoice such documentation as GWA may require substantiating the compensation requested.

5. Relationship of Parties. In all matters relating to this Agreement, Contractor is not an employee of GWA but is engaged as an independent contractor in a professional capacity. As such, Contractor is not entitled to any of the employee benefits provided by GWA to its employees, nor is Contractor eligible for unemployment benefits or workers compensation. Furthermore, GWA is not responsible to pay any income taxes, unemployment taxes, Social Security taxes or any other taxes to any government agency in relation to the services provided hereunder.

5.1. Contractor agrees to indemnify and hold harmless GWA from any and all claims or suits related to any of the matters set forth in this section 5.

5.2. No agent, employee or servant or one party shall be or be deemed to be the employee, agent, or servant of the other.

5.3. Contractor shall be solely and entirely responsible for its acts, damages, losses, and/or injuries, and for the acts, damages, losses, and/or injuries of its agents, employees, servants, and subcontractors in connection with the performance of this Agreement.

5.4. Neither party shall act on behalf of or represent directly or by implication as having authority to act on behalf of the other party, except as specifically set forth in this Agreement.

6. Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, insurance that is standard in Contractor's industry. This coverage may be written in combination with commercial general liability insurance maintained by Contractor (with separate limits). Limits of coverage per accident or occurrence shall not be less than \$ 1,000,000.00.

7. Background Check. Contractor shall submit to and pay for a current criminal background check and provide the results of the same to GWA. Contractors who work directly with students and/or who may have unsupervised access to children may be subject to a higher level background check prior to beginning work.

8. Interpretation. The parties agree that this Agreement is the product of negotiation, and expressly waive the rule of interpretation of a writing against the drafter.

9. Indemnity. Contractor agrees to indemnify and hold GWA harmless from any and all claims, judgments, costs, suits, debts or liabilities, including attorney fees, resulting from Contractor's performance or failure to perform any activities hereunder or in relation to this Agreement or from violation of any federal or state laws or regulations.. In addition thereto, Contractor shall defend and hold GWA harmless from any workmen's compensation claim or unemployment insurance claim made by Contractor, its officers, directors, employees, agents and servants or made on Contractor's behalf.

10. Non-Assignment. Contractor may not assign this Agreement without GWA's written consent.

11. Default; Attorney Fees and Costs. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law or in defending in any such action, as applicable, whether such remedy is pursued by filing suit or otherwise.

12. No Waiver. The failure of any party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power, or remedy or to demand such compliance.

13. Notices. All notices or communications to be given under this Agreement shall be given in writing and either personally delivered or deposited in the mail to the address shown below of the party entitled to receive notice, postage prepaid, registered or certified, or e-mailed to Contractor at the e-mail address listed below. The e-mail address or address of either party may be changed by written notice to the other party.

14. Entire Agreement. This written document contains the entire understanding and agreement of the parties on the subject matter set forth herein, and supersedes any prior agreement relating to these matters. No promises or inducements have been made other than those reflected herein, and no party is relying on any statement or representation by any person except those set forth herein, including without limitation oral or written summaries of this Agreement. All negotiations, understandings, representations and preliminary agreements are merged herein. This Agreement supersedes and replaces all previous agreements entered into by the parties. The parties intend this document to be the final and exclusive expression of their agreement.

15. Modification. This Agreement may not be modified, amended or revoked unless in writing signed by all the parties hereto.

16. Governing Law, Jurisdiction, and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to the principles of conflicts of law thereof. Any action brought to enforce or interpret any

provision of this Agreement or that otherwise arises under this Agreement shall be brought in the Fifth Judicial District Court for Washington County, State of Utah.

17. Binding Effect. This Agreement shall apply to, inure to the benefit of and bind all parties hereto, their permitted assigns, heirs, personal representatives and other successors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

George Washington Academy
a Utah non-profit corporation

Contractor:

By: _____
Name: _____
Its: _____

Date: _____
E-mail: _____

Date: _____
Address: 2277 South 3000 East
St. George, UT 84790

Address: _____
