

INDEPENDENT CONTRACTOR AGREEMENT

WHEREAS, Marymount Manhattan College intends to contract with _____
 for the performance of certain tasks associated with the _____ commencing
 on _____;
(Start Date)

AND WHEREAS, *Independent Contractor* is as follows:

 Name

 Address

 City State Zip code

 Business Telephone #

Principal place of business: _____

Same as above _____
 Address

 City State Zip code

Type of entity: _____

Sole Proprietorship Partnership Corporation Professional Corporation

Employer ID# _____

AND WHEREAS, *Independent Contractor* declares that *Independent Contractor* is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement.

AND WHEREAS, *Independent Contractor* declares that *Independent Contractor* is engaged in the same or similar activities for other clients and that Marymount Manhattan College is *not* *Independent Contractor's* sole and only client or customer.

AND WHEREAS, *Independent Contractor* declares that *Independent Contractor* is not employed nor is entering into this agreement seeking employment with Marymount Manhattan College.

THEREFORE, IN CONSIDERATION OF THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE:

PROFESSIONAL SERVICES TO BE PERFORMED. Marymount Manhattan College engages *Independent Contractor* to perform the following tasks or services:

_____.

TERMS OF PAYMENT: Marymount Manhattan shall pay *Independent Contractor* according to the following terms and conditions:

- Professional Services performed by the *Independent Contractor* will be compensated _____ dollars (\$ _____) within fourteen (14) business days of the commencement date indicated above
- Reimbursable expenses for reasonable, out of pocket, documented expenses related to the professional services performed are **are not** eligible for reimbursement under this agreement. If eligible, Marymount Manhattan College will reimburse *Independent Contractor* for documented expenses incurred up to, and not exceeding, _____ Dollars (\$ _____) in aggregate. Any expenses exceeding this limit must be approved in writing by _____ in order to be eligible for reimbursement. Receipts and supporting documentation must be submitted on or before the Termination Date indicated below to be eligible for reimbursement.

SUPPLIES - *Independent Contractor*, with the exception of reimbursable expenses outlined above, shall supply all equipment, tools, materials and supplies to accomplish the designated tasks.

CONTROL - *Independent Contractor* retains the sole and exclusive rights to control or direct the manner or means by which the work described herein is performed. Marymount Manhattan retains only the right to control the ends to insure its conformity with that specified herein.

PAYROLL OR EMPLOYMENT TAXES - Neither Federal, nor State, nor local tax of any kind shall be withheld or paid by Marymount Manhattan on behalf of *Independent Contractor* or the employees of *Independent Contractor*.

WORKERS' COMPENSATION - No workers' compensation insurance shall be obtained by Marymount Manhattan concerning *Independent Contractor* or *Independent Contractor's* employees. *Independent Contractor* shall comply with the worker's compensation laws with respect to *Independent Contractor* and *Independent Contractor's* employees.

TERMINATION - This agreement shall end on _____ and may not be terminated earlier (except for cause) without 30 days written notice from one party to the other.

Agreed to this _____ day of _____, 20__.

By _____
Marymount Manhattan College

By _____
Independent Contractor

Human Resource Approval

Business Office Approval