

Sample Independent Contractor Agreement



This sample agreement should be reviewed and approved by your attorney prior to use.

This Independent Contractor Agreement ("Agreement") is entered into effective _____ ("Effective Date")

between _____ ("Ministry") and _____ ("Contractor").
Ministry name Contractor name

IN MUTUAL CONSIDERATION OF THE PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Services.** Ministry hires Contractor to provide certain services (the "Services"), which include:

Detailed explanation of services

2. **Compensation.** As compensation for the Services rendered by Contractor, Ministry agrees to pay Contractor as follows:

Details of compensation

3. **Length of Term.** This Agreement will begin on the Effective Date and end _____, subject to the following:

Include any additional provisions that relate to the term of the Agreement

4. **Contractor's Representations and Warranties.** Contractor represents and warrants to Ministry that:

- a. Contractor has the skill, experience, and qualifications to perform the Services, and shall perform the Services in a professional, timely, reliable, and workmanlike manner in accordance with generally recognized industry standards for similar services.
- b. Contractor shall perform the Services in compliance with all applicable laws and regulations.
- c. Contractor acknowledges and agrees that it shall provide the Services as an independent contractor. As an independent contractor, Contractor acknowledges and agrees that (i) Ministry will not withhold any income taxes, payroll taxes, or similar taxes from payments to Contractor, and that payment of all such taxes is the sole responsibility of Contractor; (ii) Contractor will not be considered an employee of Ministry for any purpose whatsoever, including but not limited to any unemployment or workers' compensation* laws or regulations or those similar thereto; and (iii) Contractor is not entitled to receive any fringe benefits, retirement benefits, or other employee benefits of any kind from Ministry.
- d. Contractor has implemented and maintains adequate screening procedures to ensure that all of its employees, subcontractors, and agents are appropriately vetted and do not pose a risk to others, and further represents and warrants that all individuals performing the Services under this Agreement have undergone background checks, including criminal history, and have been verified to have the necessary qualifications and legal authority to perform the Services as required by law. Contractor shall immediately notify Ministry if any employee, subcontractor, or agent is found to pose a risk to others or is otherwise not in compliance with Contractor's screening procedures.
- e. Contractor agrees that it will notify Ministry immediately in writing in the event Contractor believes it can no longer perform the Services as an independent contractor, but instead must perform them as an employee of Ministry.
- f. Upon termination of this Agreement, Contractor shall return all documents and other property and assets that belong to Ministry or its patrons.

5. **Insurance.** Contractor shall, and shall cause any subcontractors to, procure at its own expense and maintain in full force and effect during the term of this Agreement adequate (i) commercial general liability insurance with limits of not less than \$1 million per occurrence and \$2 million aggregate, which names Ministry as an additional insured; (ii) professional liability insurance (errors and omissions) with limits of not less than \$1 million per occurrence and \$2 million aggregate; (iii) automobile liability insurance with a combined single limit of not less than \$1 million; and (iv) workers' compensation* insurance as required by law. All insurers must be reasonably acceptable to Ministry. Contractor shall provide certificates of insurance evidencing the required coverage to Ministry prior to commencing the Services. The certificates shall state that the coverage will not be canceled or materially altered without at least thirty (30) days' prior written notice to Ministry. The insurance coverage required hereunder shall be primary and non-contributory with respect to any insurance maintained by Ministry
6. **Indemnification.** CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MINISTRY (INCLUDING MINISTRY'S AGENTS, EMPLOYEES, AND REPRESENTATIVES) FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LIABILITIES, DAMAGES, COSTS, LOSSES, ASSESSMENTS, PENALTIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM, RESULTING FROM, AND/OR RELATED TO: (I) ANY ACTUAL OR ALLEGED FAILURE TO TIMELY PAY ANY INCOME TAXES, SELF-EMPLOYMENT TAXES, PAYROLL TAXES, OR OTHER TAXES BY CONTRACTOR OR ANY OF CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, OR AGENTS; (II) ANY ACTUAL OR ALLEGED NEGLIGENCE, MISCONDUCT, OR NON-COMPLIANCE WITH THE TERMS OF THIS AGREEMENT OR ANY APPLICABLE LAWS OR REGULATIONS BY CONTRACTOR OR ANY OF CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, OR AGENTS; AND/OR (III) ANY ACTUAL OR ALLEGED INJURY OR DAMAGE, INCLUDING BUT NOT LIMITED TO ANY BODILY INJURY, PERSONAL INJURY, EMOTIONAL INJURY, OR PROPERTY DAMAGE, TO ANY PERSON OR ENTITY CAUSED BY CONTRACTOR OR ANY OF CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, OR AGENTS.
7. **Ownership of Work Product/Copyrights/Intellectual Property.** (OPTIONAL: Some agreements include provisions related to the ownership of work product/copyrights/intellectual property if applicable.)
8. **Privacy.** (OPTIONAL: Some agreements include privacy provisions if applicable.)
9. **Confidentiality.** Contractor acknowledges that it may have access to information that is treated as confidential and proprietary by Ministry, including, without limitation, all trade secrets, trademarks, copyrights and intellectual property, marketing information and distribution methods, member lists, donor information, employee and financial information, privileged communications and work product, and any other information not generally known to the public ("Confidential Information"). Contractor further acknowledges that this Confidential Information has special and unique value in enabling Ministry to succeed in all aspects of its ministry. Accordingly, Contractor agrees not to disclose, directly or indirectly, any Confidential Information to any third party or to use Confidential Information for Contractor's own purposes or for the benefit of any third party.
10. **Conflict of Interest.** (OPTIONAL: Some agreements include provisions related to conflict of interest if applicable.)
11. **Return or Destruction of Proprietary Information.** (OPTIONAL: Some agreements include provisions related to the return or destruction of propriety information if applicable.)
12. **Contractor's Employees.** Contractor shall require each of its employees, subcontractors, and agents to execute written agreements securing for Ministry the rights provided for in this Agreement prior to their rendering of any services under this Agreement.
13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement shall not be assigned by either party without the written consent of the other party.
14. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, and all remaining provisions shall remain in full force and effect for the duration of this Agreement. The parties shall use their best efforts to agree on the replacement of any invalid or unenforceable provision with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

15. **Waivers.** No delay or omission by a party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the party waiving its rights.

16. **Notices.** All formal or material notices, requests, demands, or other communications required or permitted to be given under this Agreement shall be in writing and delivered in person or by private courier or by registered or certified mail (postage prepaid, return receipt requested) to the addresses set forth below or to such other address as a party may designate by written notice to the other party:

If to Ministry: _____, _____
Ministry name *Ministry address*

If to Contractor: _____, _____
Contractor name *Contractor address*

17. **Integration.** This Agreement, together with any exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement, and supersedes all prior and contemporaneous oral and written understandings, agreements, representations, and warranties.

18. **Dispute Resolution.** The parties agree that any claim or dispute arising from or related to this Agreement shall be resolved through a mutually acceptable alternative dispute resolution process. If Ministry and Contractor are unable to agree upon such a process, the dispute will be submitted to a three-member arbitration panel for legally binding arbitration in accordance with the rules of the American Arbitration Association. Judgment upon any arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement. The parties expressly and irrevocably waive any right to have such disputes tried before a jury. The parties expressly and irrevocably waive their right to file a lawsuit in any civil court against one another for resolution of such disputes, except to enforce an arbitration decision. The costs of any arbitration shall be shared equally by both parties unless otherwise determined by the arbitration panel.

19. **Amendments.** This Agreement may be amended only by written agreement executed by the parties.

20. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same agreement.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of _____, without reference to its choice of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered by their authorized representatives to be effective as of the Effective Date.

Ministry Name: _____

Name: _____ Title: _____

Signature: _____

Contractor Name: _____

Name: _____ Title: _____

Signature: _____

Federal Tax ID Number: _____

This is a sample document only. Your organization is responsible for compliance with all applicable laws and regulations. Accordingly, this sample agreement should not be used or adopted by your organization without first being reviewed and approved by an attorney licensed in your state. Brotherhood Mutual Insurance Company assumes no liability in the preparation and distribution of this sample document.

**Workers' compensation law varies significantly from state to state. Nothing in this sample template should be construed as an interpretation of any state's workers' compensation law or requirements.*