INDEPENDENT CONTRACTOR AGREEMENT

**CONTRACTOR INFORMATION**

Name:

🞏 Individual/Sole Proprietorship 🞏 Corporation  🞏 Limited Liability Company 🞏 Limited Partnership

Address:

City: State: Zip:

Contact Name: Title:

Telephone: E‑Mail:

**AGREEMENT**

Copper Creek Homes Association, a Kansas non-profit entity (“**Association**”), hereby retains the independent contractor identified above (“**Contractor**”), and Contractor hereby agrees to be retained by Association, as an independent contractor, upon the standard terms and conditions attached hereto. In such capacity, Contractor shall perform the services (“**Services**”) identified in one (1) or more Statements of Work executed and delivered by Contractor and Association in the form attached hereto. This cover page, the Standard Terms and Conditions and any Statements of Work shall constitute the entire agreement (“**Agreement**”) between Association and Contractor, and replaces all prior oral or written communications between the parties relating to the subject matter hereof.

**SIGNATURES**

Signature on behalf of the parties indicates that all terms of this Agreement, including the Standard Terms and Conditions attached hereto, which are hereby incorporated by reference, have been read and are agreed to in their entirety.

|  |  |  |
| --- | --- | --- |
| CONTRACTOR |  | Copper Creek homes association |
|  |  |  |
| Authorized Signature |  | Authorized Signature |
|  |  |  |
| Printed Name |  | Printed Name |
|  |  |  |
| Title |  | Title |
|  |  |  |
| Date |  | Date |

INDEPENDENT CONTRACTOR AGREEMENT

STANDARD TERMS AND CONDITIONS

**SECTION 1**. **SCOPE OF SERVICES**.

* 1. **Engagement**. Association hires Contractor to perform Services for Association as set forth in and in accordance with statements of work executed and delivered from time to time by Association and Contractor, such statements of work to be substantially in the form attached hereto (each, a “**Statement of Work**”). Services shall be provided on Contractor’s behalf by those persons set forth in the applicable Statement of Work unless otherwise agreed to by Association.
  2. **Method of Performing Services**.Contractor is an independent contractor, and as such, shall have the right to determine the method, details, and means of performing the Services. Association shall, however, be entitled to exercise general powers of supervision and control over the results of the Services performed by Contractor to assure satisfactory performance, including the right to inspect, the right to make suggestions or recommendations as to the details of the Services, and the right to propose modifications to the Services. Contractor shall supply, at Contractor’s sole expense, all equipment, tools, materials, labor, and/or supplies as necessary to satisfactorily accomplish the Services.
  3. **Limitation on Authority**. Unless otherwise noted in a Statement of Work, neither party shall have the authority to enter into agreements of any kind on behalf of the other party and shall have no power or authority to bind or obligate the other party in any manner to any third party.
  4. **Access Provided by Association**. Unless otherwise noted in a Statement of Work, Association shall provide Contractor reasonable access to and permission to use Association information as reasonably necessary to complete the Services.
  5. **Statement of Work**. A Statement of Work may only be submitted during the term of this Agreement and will become effective upon execution and delivery by Association and Contractor. Every Statement of Work shall be subject to the terms and conditions set forth in this Agreement. In the event any provision in a Statement of Work expressly conflicts with any provision in the Standard Terms and Conditions, the provision contained in the Standard Terms and Conditions shall govern.
  6. **Statement of Work Changes**.Association may, from time to time, make changes in the scope of Services set forth in a Statement of Work. Association shall initiate such change by sending Contractor an email outlining such changes for Contractor’s approval. Upon Contractor’s acceptance of such changes, Contractor shall acknowledge its acceptance by return email that shall constitute an amendment to the applicable Statement of Work upon Association’s receipt.

**SECTION 2**. **FEES, EXPENSES AND TAXES**.

* 1. **Fees**. In consideration of the Services performed, Association shall pay the fees in the amount, at the times, and in the manner set forth in this Agreement and any Statement of Work subject to delay in the event of a good faith dispute.
  2. **Reimbursement of Expenses**. Association shall not be obligated to reimburse Contractor for any out-of-pocket expenses incurred by Contractor in performing the Services hereunder.
  3. **Taxes**.The parties acknowledge and agree that Contractor is an independent contractor and thus no provision has been made by Association for FICA, FUTA, income tax withholding, or any other employment-related taxes, and Association shall only be required to report the compensation to Contractor on Form 1099-MISC. Contractor shall be responsible for all federal, state, local, or other taxes accruing to it for the performance of the Services or payments received by Contractor.

**SECTION 3**. **TERMINATION OF AGREEMENT**.

* 1. **Term.** This Agreement will begin on the Effective Date (as set forth on the cover of this Agreement) and shall continue until this Agreement is terminated.
  2. **Termination for Convenience**.This Agreement may be terminated by either party upon advance written notice to the other party.
  3. **Termination for Cause**.This Agreement may be terminated by either party upon written notice if the other party breaches any material term of this Agreement including in the event Association determines, in its reasonable business judgment, that Contractor is not capable of meeting its financial performance, service, or other obligations pursuant to this Agreement.
  4. **Effect of Termination**.Except as otherwise provided in this Agreement, any and all rights and obligations of the parties under this Agreement shall terminate upon termination of this Agreement. In the event Contractor breaches this Agreement, the parties agree that Association will suffer damages that would be difficult to ascertain. Therefore, Contractor agrees that Association shall not be required to further pay Contractor and shall be entitled to recover all fees paid to Contractor as liquidated damages and not a penalty in addition to all other rights and remedies available to Association in law and in equity which may be granted by a court of competent jurisdiction.

**SECTION 4**. **REPRESENTATIONS, WARRANTIES, AND INDEMNITY**.

* 1. **Representations, Warranties, and Covenants**. Contractor represents, warrants, and covenants to Association that: (i) Contractor has the expertise to perform the Services, and all of Contractor’s Services performed under this Agreement and any Statement of Work shall be performed, in a timely and high quality manner by qualified personnel consistent with industry standard procedures; (ii) Contractor shall at all times abide by all federal, state, local, or other laws respecting the performance of the Services; (iii) Contractor has the power and authority to execute, deliver, and perform under this Agreement; (iv) this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms; and (v) Contractor will comply, in all respects, with the provisions of this Agreement.
  2. **Indemnity**.Contractor shall indemnify, defend and hold Association and its directors, officers, employees, members, agents harmless from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys’ fees) that may at any time be incurred by any such indemnified party and that arise out of or relate to: (i) any breach by Contractor, its agents, employees, permitted subcontractors or representatives of any of the representations, warranties, covenants, or terms of this Agreement; (ii) any negligence or willful misconduct of Contractor, its agents, employees, subcontractors, or representatives; and/or (iii) any personal or property damage caused to any person by Contractor, or Contractor’s personnel, in the performance of the Services.

**SECTION 5. GENERAL PROVISIONS.**

* 1. **Binding Nature of Agreement; Assignment**.Except as otherwise provided herein, all the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, except that Contractor may not assign or transfer its rights or obligations under or interest in this Agreement without the prior written consent of Association.
  2. **Survival**.Sections 3 - 5 shall survive termination of this Agreement.
  3. **No Third-Party Beneficiaries**.The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.
  4. **Governing Law; Venue**.The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Kansas. The parties agree that the sole and exclusive jurisdiction and venue for all disputes arising under this Agreement shall be in the federal and state courts sitting in or exercising jurisdiction over Johnson County, Kansas, and each party hereby submits to the personal jurisdiction of such courts.
  5. **Notices**. Any notice required hereunder shall be delivered by hand, by courier service, by email, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified.Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section.Notices shall be effective:(a) as of the date personally delivered if by hand, or (b) for notices sent by certified mail, five (5) business days after the postmark date, or (c) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL.Notices also may be delivered by electronic means (but must be confirmed in writing as above) and notices so delivered shall be effective upon actual receipt of the electronic transmission.
  6. **Counterparts**.This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.The parties agree that this Agreement may be executed by any party by facsimile or electronic signature.
  7. **Alteration**.No alteration, modification, or change of this Agreement shall be valid unless made in writing and executed by the
  8. **Entire Agreement**.This Agreement and any Statement of Work executed between the parties and any agreements or documents referenced therein shall be the entire agreement among the parties with respect to the transactions contemplated among them and supersede all previous negotiations, commitments, and writings.
  9. **Attorney’s Fees**.In the event of any litigation between the parties hereto arising from or related to a party’s performance or breach of this Agreement, the prevailing party shall be entitled to, and shall receive, in addition to any relief granted by a court of law, their reasonable attorneys’ fees and other costs and expenses incurred in prosecuting or opposing the prosecution of such action.
  10. **Insurance**.During the term of this Agreement, Contractor will maintain in effect, with a company reasonably acceptable to Association, comprehensive general liability insurance, automobile, and professional errors (acts and omissions) with coverage limits that are consistent with those typically maintained by comparable businesses in Contractor's industry performing similar services to Contractor, and will provide evidence of such insurance coverage acceptable to Association prior to performing the Services.

INDEPENDENT CONTRACTOR

Statement of Work

Effective Date:

Termination Date:

**SERVICES**

Description and scope of Services to be performed:

**FEES**

Fees/Rate paid:

When are such fees payable?: