

## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between **[INSERT NAME OF CONTRACTING PARTY]** (the "Contracting Party"), and ("Independent Contractor"), as follows:

1. **Engagement.** The Contracting Party hereby agrees to engage Independent Contractor, and Independent Contractor, in consideration of such engagement, hereby agrees to perform the services described on **Exhibit A** attached hereto and made a part hereof, on an independent contractor basis upon the terms and conditions set forth herein. At all times during the term of this Agreement, Independent Contractor shall comply, at Independent Contractor's sole cost, with all federal, state and local laws, regulations and orders applicable to Independent Contractor. Independent Contractor may not assign or delegate any of Independent Contractor's duties under this Agreement without the prior express written consent of the Contracting Party, which may be withheld in the Contracting Party's sole discretion.

2. **Term.** Independent Contractor shall begin providing services on or before \_\_\_\_\_, 20\_\_\_\_ and shall continue until \_\_\_\_\_, 20\_\_\_\_ unless earlier terminated by the parties in a written document executed by both parties. Additionally, Contracting Party may terminate this Agreement by written notice to Independent Contractor upon thirty (30) days prior written notice to Independent Contractor. Notwithstanding the foregoing, nothing in this Agreement shall be construed to prevent the Contracting Party from immediately terminating this Agreement at any time for good cause, which shall include, but not be limited to, Independent Contractor's neglect, misconduct, fraud, misappropriation, embezzlement, violation of any of the procedures or principles in the Archdiocesan Decree on Child Protection or violation of any of the provisions of this Agreement. Such termination of this Agreement shall not constitute a breach of this Agreement by the Contracting Party.

3. **Compensation.** Independent Contractor's sole compensation for the services under this Agreement shall be as specified in **Exhibit B** attached hereto and made a part hereof. Independent Contractor shall not have any right (and hereby waives any right) to participate in any employee benefit plan or program maintained by the Contracting Party, and shall not assert or file a claim for benefits under any such employee benefit plan or program.

4. **Insurance.** Independent Contractor shall maintain general liability insurance with coverage at least equal to one million (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate. Independent Contractor shall provide proof of such coverage upon request of Contracting Party.

5. **Indemnification.** Independent Contractor shall protect, indemnify, defend and hold harmless (a) the Contracting Party, (b) the Archbishop of Cincinnati, both individually and as trustee for the Contracting Party and the Archdiocese of Cincinnati, (c) the Archdiocese of Cincinnati and any of its schools, parishes, and affiliated entities (d) the officers, directors, employees, volunteers, parishioners, representatives, agents and attorneys of the Archbishop of Cincinnati, Archdiocese of Cincinnati and its schools, parishes, affiliated entities and the Contracting Party, respectively (together, the foregoing items "a" through "d" are the "Indemnified Parties"), of and from all suits, actions, losses, costs, damages and expenses (including but not limited to court costs and attorneys' fees) arising from or relating to: (a) any and all claims which may be made against any of the Indemnified

Parties by reason of injury or death to person, or damage to property, suffered, or claimed to have been suffered, by any person or entity, caused by, or alleged to have been caused by, any act or omission of Independent Contractor or any subcontractor retained by or through Independent Contractor or of any of their respective employees, workmen, servants or agents; (b) any and all damage to the property of any of the Indemnified Parties, including but not limited to property occupied or used by or in the care, custody or control of Independent Contractor, caused by any act or omission of Independent Contractor or any subcontractor retained by or through Independent Contractor or of any of their respective employees, workmen, servants or agents; (c) any and all claims which may be made against any of the Indemnified Parties by reason of injury or death to person, or damage to property, however caused, or alleged to have been caused (except for injury, death or damage caused by the sole negligence of any Contracting Party), suffered, or claimed to have been suffered by Independent Contractor or any subcontractor retained by or through Independent Contractor or by any of their respective employees, workmen, servants or agents, notwithstanding the application of the provisions of any applicable state Workers' Compensation law or statute. Independent Contractor agrees to expressly waive its immunity, if any, as a complying employer under the applicable Workers' Compensation law or statute, but only to the extent that such immunity would bar or affect recovery under or enforcement of any indemnification obligation contained herein. This waiver applies to Section 35, Article II of the Ohio Constitution, Ohio Rev. Code Section 4123.74 and any other applicable state Workers' Compensation law or statute. The obligations of Independent Contractor set forth in this Section 5 shall survive expiration or termination of this Agreement.

6. Workers' Compensation. Upon execution of this Agreement, Independent Contractor (if Independent Contractor or any employees of Independent Contractor are eligible for Ohio Workers' Compensation coverage) shall provide to the Contracting Party a copy of Independent Contractor's Certificate of Premium Payment ("Certificate") issued by the Ohio Bureau of Workers' Compensation and shall provide an updated Certificate no later than the expiration date of the previous Certificate. Independent Contractor shall immediately notify Contracting Party if Independent Contractor's Workers' Compensation coverage is suspended, terminated or modified in any way.

7. Applicable Law. This Agreement shall be governed in all respects by the law of the State of Ohio, shall be binding upon Independent Contractor, its heirs and legal representatives and shall inure to the benefit of the Contracting Party, its successors and assigns. The exclusive venue for any dispute arising hereunder shall be in Hamilton County, Ohio.

8. Independent Contractor Status. Independent Contractor warrants and represents to the Contracting Party that Independent Contractor is acting solely as an independent contractor and has the full right and authority to enter into this Agreement and to perform all of Independent Contractor's obligations hereunder. Independent Contractor acknowledges and agrees that no employment or other similar relationship is established hereby and that Independent Contractor shall be solely responsible for the payment of all tax withholdings, workers' compensation obligations, unemployment compensation obligations, social security withholdings or similar obligations with respect to Independent Contractor and/or Independent Contractor's employees and agents, without contribution from the Contracting Party. Nothing in this Agreement is intended nor shall it be construed to create a partnership or a joint venture relationship between the Contracting Party and Independent Contractor. In addition to any other Indemnification obligations in the Agreement, Independent Contractor further agrees to indemnify, hold harmless and defend the Indemnified Parties from and against any and all claims, liabilities or expenses

(including attorneys' fees) incurred by the Indemnified Parties related to all tax liabilities, tax withholding, unemployment compensation claims, workers' compensation claims or premiums, social security withholding, or similar obligations resulting from Independent Contractor's relationship with the Contracting Party. Independent Contractor shall have no express, apparent or implied authority to incur any financial or legal obligation or liability on behalf of or binding upon the Contracting Party.

9. Severability of Clauses. Each of the sections of this Agreement shall stand independently and severably, and the invalidity of any one section or portion thereof shall not affect the validity of any other provision. In the event any provision shall be construed to be invalid, no other provision of this Agreement shall be affected thereby. Furthermore, it is agreed that any period of restriction or covenant hereinabove stated shall not include any period of violation or period of time required for litigation or arbitration to enforce such restrictions or covenants.

10. No Conflicts. Independent Contractor warrants and represents to the Contracting Party: (i) that Independent Contractor has the full right and authority to enter into this Agreement and to perform all of Independent Contractor's obligations hereunder, and (ii) that no work product of Independent Contractor shall infringe or violate any proprietary or intellectual property right of any third party. Independent Contractor agrees to indemnify and hold the Contracting Party harmless from and against any and all claims, liabilities or expenses incurred by the Contracting Party as a result of any claim (i) made by any current or prior employer or employee of Independent Contractor arising out of this Agreement or the engagement of Independent Contractor by the Contracting Party; or (ii) that any work product of Independent Contractor infringes or violates any proprietary or intellectual property right of any third party. The obligations of Independent Contractor set forth in this Section 10 shall survive expiration or termination of this Agreement.

11. Confidentiality. To the extent that Independent Contractor is exposed to confidential or proprietary information of the Contracting Party (as determined by the Contracting Party), Independent Contractor agrees to keep such information confidential and not to disclose it without Contracting Party's express written authorization. The obligations of Independent Contractor set forth in this Section 11 shall survive expiration or termination of this Agreement.

12. Entire Agreement. This Agreement represents the entire agreement between the parties, supersedes all prior oral or written agreements, commitments or understandings with respect thereto and cannot be modified except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first above written.

CONTRACTING PARTY:

INDEPENDENT CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**Exhibit A**  
**Independent Contractor's Services**  
**[TO BE COMPLETED]**

**Exhibit B**  
**Independent Contractor's Compensation**  
**[TO BE COMPLETED]**