

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, located at \_\_\_\_\_ (the "School"), and \_\_\_\_\_, an individual residing at \_\_\_\_\_ ("Contractor"), as follows:

1. Engagement. The School hereby agrees to engage Contractor, and 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, Contractor shall comply, at Contractor's sole cost, with all federal, state and local laws, regulations and orders applicable to Contractor. During the term of this Agreement, Contractor shall establish Contractor's own working hours, but the School reserves the right from time to time to limit access to the School's facility to its ordinary business hours and to make any and all changes in Contractor's duties, tasks or scope of engagement which the School, in its sole opinion, deems to be necessary or appropriate. Contractor may not assign or delegate any of Contractor's duties under this Agreement without the prior express written consent of the School, which may be withheld in the School's sole discretion.

2. Term. 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. Notwithstanding the foregoing, nothing in this Agreement shall be construed to prevent the School from immediately terminating this Agreement at any time for good cause, which shall include, but not be limited to, 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 School.

3. Compensation. Contractor's sole compensation for the services under this Agreement shall be as specified in Exhibit B attached hereto and made a part hereof.

4. Indemnification. Contractor shall protect, indemnify, defend and hold harmless (a) the School, (b) the Archbishop of Cincinnati, both individually and as trustee for the School and the Archdiocese of Cincinnati, (c) the Archdiocese of Cincinnati and any of its schools or parishes, and (d) the officers, directors, employees, volunteers, parishioners, representatives, agents and attorneys of the Archbishop of Cincinnati, Archdiocese of Cincinnati and its schools and parishes, and the School, 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 Contractor or any subcontractor retained by or through 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 Contractor, caused by any act or omission of Contractor or any subcontractor retained by or through 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 School), suffered, or claimed to have been suffered by Contractor or any subcontractor retained by or through 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. 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 Contractor set forth in this Section 5 shall survive expiration or termination of this Agreement.

5. Workers Compensation. Upon execution of this Agreement, Contractor shall provide to the School a copy of 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. Contractor shall immediately notify School if Contractor's Workers' Compensation coverage is suspended terminated or modified in any way.

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

7. Independent Contractor Status. Contractor warrants and represents to the School that 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 Contractor's obligations hereunder. Contractor acknowledges and agrees that no employment or other similar relationship is established hereby and that Contractor shall be solely responsible for the payment of all tax withholdings, workers compensation, unemployment compensation and social security withholdings with respect to Contractor's employees and agents, without contribution from the School. Nothing in this Agreement is intended nor shall it be construed to create a partnership or a joint venture relationship between the School and Contractor. 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 School.

8. 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.

9. Full Right and Authority. Contractor warrants and represents to the School: (i) that Contractor has the full right and authority to enter into this Agreement and to perform all of Contractor's obligations hereunder. Contractor agrees to indemnify and hold the School harmless from and against any and all claims, liabilities or expenses incurred by the School as a result of any claim made by any current or prior employer or employee of Contractor arising out of this Agreement or the engagement of Contractor by the School. The obligations of Contractor set forth in this Section 11 shall survive expiration or termination of this Agreement.

10. 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.

SCHOOL:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

Signature: \_\_\_\_\_

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

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

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

**EXHIBIT A**  
**CONTRACTOR'S SERVICES**

[TO BE COMPLETED]

**EXHIBIT B  
CONTRACTOR'S COMPENSATION**

[TO BE COMPLETED]