

**Hanover Township
Independent Contractor Agreement for Senior Services Instructors**

This AGREEMENT (this “Agreement”) is dated as of _____ and is made and entered into by and between Hanover Township (“Township”) and the Independent Contractor _____ (“Contractor”), an individual.

I. The Contractor will furnish professional services for the Township upon the terms and under the following conditions:

A. It is the intention of this Agreement to create a non-exclusive independent contractor relationship and the Contractor shall act as an independent contractor in providing and performing the services described in this Agreement. Contractor may engage in other business activities and provide similar services to other entities and businesses. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create a relationship of principle and agent, employer and employee, partners, or joint venturers between the Township and Contractor. Contractor agrees not to hold him/herself out as an employee or joint employee of the Township to members of the public.

B. Contractor acknowledges and agrees that Contractor is not entitled to any benefits or protections afforded to employees of the Township or bound by any obligations of employees of the Township. Contractor understands and fully agrees that Contractor will not be covered under any provisions of the Townships unemployment compensation insurance or workers compensation insurance and that any injury or property damage on the job will be Contractor’s sole responsibility and not the responsibility of the Township.

C. Contractor shall submit to a criminal background check which shall be performed by the Township pursuant to the Township’s standard policies and procedures, at the Township’s expense, as a condition of performing services under this Agreement. The Township shall have the right to terminate this contract immediately in the event that the results of the Contractor’s criminal background check make Contractor ineligible to provide the Services described in this Agreement.

D. Contractor further acknowledges and agrees that Contractor shall provide the services described in this Agreement personally, and not through an employee or agent of Contractor.

II. The Contractor agrees to perform and furnish the services as follows:

A. Program, class or event to be conducted by Contractor: _____

B. Results to be achieved by Contractor: _____

C. Days and hours of work to be performed by Contractor: _____

D. Location(s) of the work to be performed by Contractor: _____

E. Term of the program, class or event to be conducted by Contractor: _____

III. Payment for Services/Tax Documents:

Contractor shall provide the Township with a completed and signed IRS Form W-9 at the time this Agreement is signed. In consideration for the services provided pursuant to this Agreement, the Township shall pay the Contractor the amount set forth below, for which an IRS Form 1099 will be issued to the Contractor by the Township on or before January 31 of the year following the calendar year in which the payments are made, in the event that all payments made to the Contractor in the prior calendar year equal or exceed \$600:

A. Agreement Amount: _____

B. Payment terms: _____

C. Contractor acknowledges and agrees that Contractor is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted program unless otherwise agreed to herein: _____

D. Contractor acknowledges and agrees that Contractor is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the Contractor.

IV. Insurance and Indemnification, Liability, and Termination.

A. It is understood that Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Township and therefore, Contractor will be solely responsible for Contractor's own actions, and that of Contractor's employees and agents, if any. The Township will in no way defend Contractor in matters of liability.

B. To the fullest extent permitted by law, Contractor shall indemnify, save harmless and defend the Township and its officials, employees, agents, attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorney's fees and administrative expenses, resulting in whole or in part from the acts or omissions of Contractor, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, except to the extent caused by the sole negligence of the Township. The Township reserves the right to require the Contractor to purchase insurance sufficient to cover Contractor's obligations under this Agreement in amounts and forms satisfactory to the Township, and the Contractor shall provide the Township with a Certificate of Insurance naming the Township as an Additional Insured.

C. No elected or appointed official or employee of the Township shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this agreement.

D. The Contractor further acknowledges and agrees that the cost of any loss or damage to any personal property owned by the Contractor and used in the course of performing the Services shall be borne by the Contractor and shall not be the responsibility of the Township. The Contractor is personally responsible for any injury or illness from and in the course of performing the agreed upon Services for the Township.

E. Notwithstanding any other provision contained in this agreement, the Township may terminate this agreement at any time and for any reason, including without limitation, insufficient registration, upon two days verbal notice to Contractor. In the event this agreement is so terminated, the Contractor shall be paid for the Services actually performed, if any, prior to termination, not exceeding the value of services completed as determined based on rates set above.

V. General Provisions

A. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. This Agreement shall be interpreted according to the laws of the State of Illinois.

C. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Township and the Contractor with respect to the Services.

IN WITNESS WHEREOF, the parties have executed the Agreement, the day and year first above written.

Approved:

Approved:

Hanover Township Senior Services Director

Contractor

Print Name

Contact Information:

Mailing Address: _____

Telephone Number: _____

Email address: _____