

**AGREEMENT BETWEEN
INDEPENDENT CONTRACTOR and
CORPORATION OF THE CATHOLIC ARCHBISHOP OF SEATTLE
710 9th Avenue, Seattle, WA 98104**

The purpose of this Agreement is to specify the nature and conditions of the relationship between _____, hereafter referred to as independent contractor (IC) and the Corporation of the Catholic Archbishop of Seattle, hereafter referred to as CCAS

IC agrees to perform the following services: _____

1. This agreement shall commence on _____ and shall continue in full force and effect until terminated by either Party. CCAS and IC each have the right for any or no reason to terminate the Agreement with thirty (30) calendar days' notice.
2. Terms of Payment: \$_____ (lump sum) OR \$_____ per _____
3. (Will/will not) reimburse mileage. IC shall be responsible for all expenses incurred under this Agreement.
4. Neither federal, state, local income tax, nor payroll tax of any kind shall be withheld or paid by (LOCATION) on behalf of IC.
5. IC will furnish all vehicles, equipment, tools and materials used to provide the services required by this Agreement.
6. IC is an independent IC, and neither IC nor IC's employees or contract personnel are, or shall be deemed, CCAS's employees. In its capacity as an independent contractor, IC agrees and represents, and CCAS agrees, as follows
[Check all that apply]
 IC has the right to perform services for others during the term of this Agreement.
 IC has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. IC shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
 IC has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
 Neither IC nor IC's employees or contract personnel shall be required to wear any uniforms provided by CCAS.
 The services required by this Agreement shall be performed by IC, IC's employees, or contract personnel, and CCAS shall not hire, supervise, or pay any assistants to help IC.
 Neither IC nor IC's employees or contract personnel shall receive any training from CCAS in the professional skills necessary to perform the services required by this Agreement.
 Neither IC nor IC's employees or contract personnel shall be required by CCAS to devote full time to the performance of the services required by this Agreement.
7. IC represents and warrants that IC and IC's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.
8. CCAS will not:
 - withhold FICA (Social Security and Medicare taxes) from IC's payments or make FICA payments on IC's behalf
 - make state or federal unemployment compensation contributions on IC's behalf, or
 - withhold state or federal income tax from IC's payments.
9. IC shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if IC is not a corporation, self-employment (Social Security) taxes. Upon demand, IC shall provide CCAS with proof that such payments have been made.
10. CCAS shall make no state or federal unemployment compensation payments on behalf of IC or IC's employees or contract personnel. IC will not be entitled to these benefits in connection with work performed under this Agreement.
11. CCAS shall not obtain workers' compensation insurance on behalf of IC or IC's employees. If IC hires employees to perform any work under this Agreement, IC will cover them with workers' compensation insurance to the extent required by law and provide CCAS with a certificate of workers' compensation insurance before the employees begin the work.
12. CCAS shall not provide insurance coverage of any kind for IC or IC's employees or contract personnel. IC shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by IC's employees), leased, or hired vehicles -- in the minimum amount of \$_____ combined single limit per occurrence for bodily injury and property damage.

Comprehensive or commercial general liability insurance coverage in the minimum amount of \$_____ combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, IC shall provide CCAS with proof of this insurance and with proof that CCAS has been made an additional insured under the policies.

13. IC shall indemnify and hold CCAS harmless from any loss or liability arising from performing services under this Agreement.
14. Works, documents, or images produced by the IC under the scope of this agreement are the property of the Archdiocese of Seattle. The IC may not use any information, written material, or any other documents during or after their work with (LOCATION) or must obtain prior explicit written permission from (LOCATION).
15. The IC agrees to maintain absolute confidentiality about proprietary, private, or sensitive information learned in the course of work, both during the work relationship with the (LOCATION) and/or after the work relationship ends.
16. Should there be any opportunity for financial compensation available as a result of any product or service developed, in part or in whole by the IC, unless otherwise specifically stated, such compensation will be distributed to (LOCATION).

Material violation of this agreement or any act exposing the other party to liability (including a false representation as a "bona fide" independent contractor) to others for personal injury or property damage can be cause for terminating this agreement by either party effective immediately.

This Agreement expresses all obligations between the two parties named below and there exists no other agreement, written or oral, between these parties, involving the obligations outlined above.

_____ Individual Signature			_____ Date
_____ Street Address			_____ Email
_____ City	_____ State	_____ Zip Code	_____ Taxpayer ID (or Social Security #)
			_____ Unified Business Identifier

_____ Authorized Signature (LOCATION)		_____ Date
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