

Independent-Contractor Agreement

1. _____, (hereinafter “Contractor”) appearing herein acknowledges that it has been retained as an independent contractor for _____ [SCHOOL NAME] _____ (hereinafter, sometimes, “School”), from _____ through _____ for the services to be performed as set forth herein. Contractor acknowledges that this Agreement does not constitute a hiring by either party and further agrees to be bound by the terms and conditions included herein.
2. It is expressly understood and agreed between the parties that Contractor is an independent contractor and that neither it nor its employees are employees of _____ [SCHOOL NAME] _____ or of The Roman Catholic Church of the Archdiocese of New Orleans.
3. Contractor acknowledges that in the performance of each and every part of the services for which Contractor has been retained, it shall remain solely and personally liable for all labor in connection therewith and any and all damages which may be occasioned on account of negligence, intentional tort or fault of Contractor, its employees, agents, representatives or subcontractors in the performance of services to _____ [SCHOOL NAME] _____, whether the same be for personal injuries, property damages or monetary damages of any type. Further, Contractor releases and agrees to defend, indemnify and hold harmless _____ [SCHOOL NAME] _____ and The Roman Catholic Church of the Archdiocese of New Orleans (hereinafter, sometimes, the “Archdiocese”) from any and all liability, claims or causes of action arising from Contractor’s performance of or failure to perform its obligations pursuant to this Agreement and/or arising from the negligent and/or

intentional acts and/or omissions of Contractor, its employees, agents, representatives and/or subcontractors, and whether causing property damage, death or personal injury, including but not limited to bodily injury and/or mental or emotional anguish.

4. Contractor further agrees not to hold itself out as an employee or agent of _____ [SCHOOL NAME] _____. Contractor shall have no authority to bind _____ [SCHOOL NAME] _____ or any of its members, directors, officers, or employees to any agreement or to make managerial or executive decisions that are binding on _____ [SCHOOL NAME] _____.
5. Contractor acknowledges that, as an independent contractor, the benefits provided by _____ [SCHOOL NAME] _____ to its employees are not available to Contractor or its employees. Contractor agrees that it shall be solely responsible for obtaining its own worker's compensation insurance, if any, and such other insurance as Contractor may deem necessary and/or appropriate, in its sole discretion, with Contractor hereby waiving and releasing all claims and causes of action of whatever nature that Contractor may have against _____ [SCHOOL NAME] _____ on account of not being adequately or properly insured.
6. Neither Contractor nor its employees shall be treated as any employee of _____ [SCHOOL NAME] _____ for federal or state tax purposes and, accordingly, _____ [SCHOOL NAME] _____ shall not withhold from Contractor's compensation as provided for herein any amount for taxes, including but not limited to any state and/or local income taxes, social security taxes and/or any other taxes or payments due and owing to any governmental entity. Contractor agrees that it shall be responsible to pay all applicable taxes on the compensation paid to Contractor and,

further, agrees to defend, indemnify and hold harmless _____ [SCHOOL NAME] _____ and/or The Roman Catholic Church of the Archdiocese of New Orleans from any and all claims and/or suits of any kind arising from Contractor's failure to pay all applicable taxes on compensation paid to it and/or on compensation paid to Contractor's employees, agents, representatives and/or subcontractors.

7. If any part of Contractor's business with _____ [SCHOOL NAME] _____ involves ongoing unsupervised contact with minors, contractor agrees that it shall comply with all provisions of Archdiocese and Employee and Volunteer Screening Policy, including all background checks.
8. In the performance of the services herein contemplated Contractor is an independent contractor with the sole discretion and authority to control and direct the details of and the manner and means of its own services, with "School" being only interested in the results obtained.
9. Contractor agrees to abide by any and all policies of _____ [SCHOOL NAME] _____ and The Roman Catholic Church of the Archdiocese of New Orleans.
10. Contractor shall maintain general liability insurance with minimum limits of \$1,000,000.00 combined single limit, per occurrence, and \$2,000,000.00 in the aggregate during the term of this agreement. Such policy or policies shall name _____ [SCHOOL NAME] _____ and The Roman Catholic Church of the Archdiocese of New Orleans as additional insureds, not merely as certificate holders, and any such policies must be endorsed to provide for such additional-insured status, as necessary. All such policies shall be primary to any insurance of and/or self-insurance of _____ [SCHOOL NAME] _____ or the Archdiocese and/or self-

insurance program in which _____ [SCHOOL NAME] _____ or the Archdiocese may participate. Further, such insurance shall not require waivers of subrogation of any kind by either _____ [SCHOOL NAME] _____ or the Archdiocese, and the policy or policies of insurance shall be endorsed as such. Notice of cancellation of or any material change in any applicable policy must be given by the insurer to _____ [SCHOOL NAME] _____ no less than thirty (30) days prior to the cancellation or change of any such policy at the address listed below for _____ [SCHOOL NAME] _____ with a copy to: Chief Financial Officer, Archdiocese of New Orleans, 7887 Walmsley Avenue, New Orleans, LA 70125.

11. Contractor shall not assign this agreement to any third party without the express, written consent of _____ [SCHOOL NAME] _____.
12. Contractor shall not enter into any subcontract with any third person or entity to perform the services contemplated herein without the express written consent of _____ [SCHOOL NAME] _____.
13. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Contractor and _____ [SCHOOL NAME] _____, whether written or verbal.
14. During the term of this Agreement, Contractor shall refrain from any acts which reflect unfavorably on _____ [SCHOOL NAME] _____ or the Archdiocese of New Orleans and shall comply with by any and all local, state and federal laws. Failure to do so in the sole discretion of _____ [SCHOOL NAME] _____ may result in immediate termination of this Agreement notwithstanding any other

provision in this Agreement.

15. Either party to this agreement shall have the right to cancel this agreement upon thirty (30) days written notice to the signatories to this agreement at their address listed below.

_____ [SCHOOL NAME] _____ shall have no obligation to compensate Contractor for any work, scheduled or not, after the lapse of the aforementioned thirty-day period.

Agreed on this ____ day of _____, 201__.

For the school:

By: _____

Print Name: _____

Address: _____

As to the Independent Contractor:

Print Name: _____

Address: _____
