



**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR TRANSACTIONS UP TO \$5,000**

This agreement is entered into by and between the Lone Star College System ("LSCS"), and \_\_\_\_\_ ("Contractor"). The purpose of this Agreement is to:

\_\_\_\_\_  
\_\_\_\_\_

to be performed at: \_\_\_\_\_  
for LSCS. In performing services under this Agreement, Contractor shall be deemed an independent contractor and shall not be an agent or employee of LSCS. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services described. Contractor shall observe and abide by all applicable laws, regulations, policies, and procedures, including but not limited to, those of LSCS relative to conduct on its premises.

1. **Term.** This Agreement will commence on \_\_\_\_\_ and end \_\_\_\_\_. Either party may terminate this Agreement with 10 days written notice to the other party upon which Contractor will be paid for acceptable services rendered up to the date of termination.
2. **Consideration.** LSCS will compensate Contractor at the rate of \$\_\_\_\_\_ per \_\_\_\_\_, not to exceed a total of \$\_\_\_\_\_, which includes all expenses. Contractor shall submit detailed invoices describing the services rendered, the times when such services were performed, and the amount due. LSCS will make payment within 45 days of receipt of such invoices.
3. **Proprietary Information:**
  - a. Contractor shall maintain the confidentiality of all proprietary information provided to it by LSCS. Information in the public domain or otherwise obtained independently by Contractor shall not be considered as confidential.
  - b. Any programs, data or other materials furnished by LSCS for use by Contractor in connection with the services performed under this Agreement shall remain the sole property of the College.
4. **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless LSCS, its agents, employees, officers, trustees, administrators component institutions, successors and assigns from and against all claims, injuries, damages, losses, costs, expenses and liability, including but not limited to reasonable attorneys' fees, whether arising before, during or after completion of Contractor's work, caused by or arising out of or resulting from performance of services under this agreement.
5. **Time is of the Essence.** All time limits, time periods, milestones, and completion dates in the Contract documents are of the essence of this Contract.
6. **Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term or condition, contained in this Contract and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of a default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.
7. **Notice.** All Notices and communications regarding this agreement must be in writing and directed to the signatory of this agreement at their respective addresses.

**8. Miscellaneous**

- a. This document constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreements.
- b. This agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- c. This agreement is not assignable without the express written agreement of both parties.
- d. The provisions of this Agreement are severable.
- e. This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Montgomery County, Texas. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used as further described herein, by the College and Contractor to attempt to resolve any claim for breach of Contract made by Contractor.
- f. By executing this Agreement Contractor certifies that, upon the effective date of this Agreement, either: (1) it is not delinquent in payment of State of Texas corporate franchise taxes; or (2) it is not subject to the payment of such taxes. Contractor further certifies if it is a child support obligor, he/she is no more than 30 days delinquent in paying child support.

9. **Taxes.** A Vendor Application must be completed by Contractor and attached to this Agreement.

**IN WITNESS THEREOF,** Parties have executed this Agreement in multiple counterparts.

**CONTRACTOR:**

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

**LONE STAR COLLEGE SYSTEM**

**CERTIFICATION AND JUSTIFICATION REGARDING THE NEED FOR THESE SERVICES:**

I hereby authorize the compensation funds herein certify to the following conditions: (a) are essential and cannot be provided by persons receiving salary or otherwise compensated for their services; and (b) a selection process has been employed to secure the most qualified person available; and (c) the charge is appropriate considering the qualifications of the Contractor, fee, and the nature of the services rendered.

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

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

Date: \_\_\_\_\_

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

Title: Vice Chancellor or President

Date: \_\_\_\_\_

**Note: Modification of this Form requires approval of OGC**

Budget Account No : \_\_\_\_\_

To be completed by Originator