

Town of Jay

Independent Contractor Agreement

This Independent Contractor Agreement (this "Agreement") is made effective as of _____, by and between the Town of Jay (the "Town") municipality of Jay Maine, and _____ (the "Contractor"), of _____.

In this Agreement, the party who is to receive the service(s) shall be referred to as the "Town", and the party who will be providing the service(s) shall be referred to as "Contractor". This agreement is not an offer or promise of a contract for work, but to agree that any work done for the Town of Jay by the "Contractor", is done as a Responsible Independent Contractor, and as such, the "Contractor" must prove Workers Compensation and Commercial General Liability Insurance coverage, and compliance with applicable state and federal employment laws. The "Contractor" also agrees to the following items:

1. **Description of Services.** Beginning on _____, Contractor will provide the following service: _____.
2. **Payment for Services.** The Town will pay compensation to Contractor for the Service(s). Payments will be made as follows:

3. **Term/Termination.** Termination of this agreement will occur as follows:

4. **Relationship of Parties.** It is understood by the parties that Contractor is an independent contractor with respect to the Town, and not an employee of the Town. The Town will not provide fringe benefits to the Contractor, including Worker's Compensation Insurance. The Town requests a current W-9.
5. **Confidentiality.** Contractor may have had access to proprietary, private and/or otherwise confidential information of the Town. Confidential Information shall mean all non-public information protected by State Statute and Federal Law. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose or communicate in any manner any Confidential Information. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to the Town all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.
6. **Injuries.** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor, and Contractor's employees, if any. Contractor waives the rights to recovery from the Town for any injuries that the Contractor and/or Contractor's employees may sustain while performing services under this Agreement and that are a result of negligence of the Contractor or the Contractor's employees. Contractor will provide the Town with a Certificate of General Liability Insurance and Worker's Compensation Insurance *naming the Town as an additional insured party.*
7. **No Conflicts.** Contractor hereby represents and warrants to the Town that its execution and performance of this Agreement does not and will not breach any other agreement and does not require the consent of any other person or entity.
8. **Indemnification.** Contractor agrees to indemnify and hold harmless the Town from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Town that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.
9. **Waiver of Breach.** The waiver by the Town of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
10. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or

unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. **Applicable Law.** This Agreement shall be governed by the laws of the State of Maine.
12. **I-9's.** All employers must complete and retain Forms I-9 for every person they hire for employment on or after Nov. 6, 1986, in the United States as long as the person works for pay or other type of compensation. Forms I-9 verify the eligibility of an employee to work legally in the United States.
13. **Signatories.** This Agreement shall be signed by Lisa Bryant on behalf of the Town of Jay, and by _____ (please print) on behalf of _____.

This Agreement is effective as of the date first above written.

Town of Jay

By: _____ (name)
_____ Finance Director _____ (Title)

By signing this agreement, you are acknowledging that you are engaged in an independently established business. As such, if you or your employees are hurt on the job, you/your employees are not entitled to Workers' Compensation; and when the job ends, you/your employees are not entitled to unemployment insurance. Other rights and benefits such as wrongful discharge, wage protection statutes, health or life insurance benefits, social security or retirement benefits, and vacation or sick leave, do not apply you or your employees. You are responsible for withholding and reporting your own payroll taxes. You also acknowledge that you are a Responsible Independent Contractor. By definition a Responsible Independent Contractor is: A contractor or subcontractor who pays workers a fair wage and a fair benefit, as evidenced by payroll and employee records, based upon local market factors, and comparable job or trade classifications, and the scope and complexity of the services provided. You also agree to provide on request such payroll and employee records, including forms I-9 that will help determine compliance with state and federal employment laws.

Contractor

By: _____ (name)
_____ (Title)

Contractor must provide to the Town:

- 1.) **Certificate of General Liability Insurance (naming Town of Jay Additional Insured)**
\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
- 2.) **Automobile Liability (Including Hired & Non-Owned)**
\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
- 3.) **Certificate of Workers Compensation Insurance**
Required for all personnel (In compliance with Applicable State Law)
- 4.) **W-9 – Request for Taxpayer Identification Number and Certification**
- 5.) **Website address**
- 6.) **A business card**