



# SNOW COLLEGE

## INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT

This Independent Contractor/ Professional Services Agreement ("Agreement") is entered into as of the date signed by the parties below by and between Snow College, with a principal place of business at 150 College Avenue, Ephraim, Utah 84627 ("Snow College"), and \_\_\_\_\_ ("Contractor") at the address below.

1. Contractor agrees to perform the following services for Snow College:
2. Snow College agrees to pay Contractor the total sum of \$\_\_\_\_\_ for performance of the services.
3. This Agreement will be in effect from \_\_\_\_\_ to \_\_\_\_\_ or until completion of the services. This Agreement may be terminated by either Party for cause at any time or by Snow College with reasonable notice to Contractor.
4. Contractor agrees to perform all services in a diligent and workmanlike manner.
5. The parties intend that an independent contractor relationship will be created by this Agreement, not an employment contract. Snow College is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of Snow College for any purpose while performing this Agreement, and Contractor, and any employees of Contractor, are not entitled to any of the benefits that Snow College provides for Snow College's employees including without limitation worker's compensation, health care benefits, disability insurance, vacation or sick pay. The Contractor shall be responsible for the payment of all taxes, including income taxes and Social Security taxes, due as a result of payments received from Snow College for these contract services. Contractor agrees to provide, at Contractor's expense and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits, usual or necessary for conducting the Services. It is understood that Snow College does not agree to use Contractor exclusively. It is further understood that, unless otherwise agreed herein, Contractor is free to contract for similar services to be performed for others while under contract with Snow College.
6. Contractor may also be an employee of Snow College, hired to perform services different and separate from those covered by this Agreement. The Parties expressly agree that



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the services to be performed under this Agreement are not the type of services performed by Contractor in his or her employment with Snow College, that it is intended that Contractor is not an employee of Snow College while performing the services contracted for under this Agreement, and that Contractor will not be entitled to any benefits of employment while performing services under this Agreement. This Agreement establishes a relationship separate, apart and independent from any employment relationship between the Parties.

7. The Services contracted for have been specially ordered and commissioned by Institution. To the extent the Services include materials subject to copyright, Contractor agrees that the Services are done as "work made for hire" as that term is defined under U.S. copyright law, and that as a result, Institution will own all copyrights in the Services. Contractor assigns any rights he or she may have with regard to the work performed to Snow College without royalty or any other consideration than that provided for in this Agreement.

8. The Contractor agrees to indemnify, save harmless, and release Snow College, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from Snow College's sole negligence.

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Snow College

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone