



INDEPENDENT CONTRACTOR AGREEMENT (BUSINESS)

This is a contract for services entered into between Seattle Parks Foundation (the "Foundation") and _____ ("Contractor") for the benefit of _____ ("Community Partner"). The effective date of this contract (the "Agreement") is _____. A representative of Community Partner has signed this Agreement to acknowledge the Agreement's terms and the specific role Community Partner has in interacting with Contractor.

In consideration of the mutual promises set forth in this Agreement, the Foundation and Contractor agree to the following terms:

Retention of Contractor. The Foundation has hired Contractor to perform the following services on behalf of Community Partner in accordance with the terms of this Agreement:

- A. **Scope of Services; Budget.** The nature and scope of the services Contractor will provide are [describe scope of work here, OR attach Exhibit A and add: set forth in Exhibit A, which is attached to and incorporated into this Agreement] as though fully set forth here (the "Services"). The anticipated total budget for these Services is \$ _____. Contractor agrees not to exceed this budgeted amount without first obtaining written approval from the Community Partner and an employee of the Foundation (director level or above).
- B. **Independent Contractor Status.** Contractor is an independent contractor and not an employee, partner, or agent of the Foundation. Contractor's Washington State UBI # is _____. Prior to performing any aspect of the Services, Contractor will [submit a completed and signed IRS Form W-9](#) to the Foundation. Nothing in this Agreement or in the performance of the Services by Contractor creates any employment relationship, joint venture, partnership, or principal-agent relationship between or among Contractor, the Foundation, and Community Partner. The Foundation and Community Partner agrees that Contractor has the right to control the manner and means of accomplishing the Services. Contractor has no contractual or other right or authority to make commitments on behalf of the Foundation or Community Partner or to speak for either of them.
- C. **Interaction with Community Partner.** Contractor acknowledges that this Agreement is entered into for the purpose of aiding Community Partner in accomplishing its mission under the fiscal sponsorship of the Foundation. Contractor agrees to work cooperatively with Community Partner in satisfactorily and timely completing the Services and to seek direction and answers from Community Partner if/when questions arise during the course of performing the Services.

- D. **Payment for Services.** For performance of the Services, Contractor will be paid [describe payment, hourly, monthly, or a fixed fee; per the scope of work of deliverables]. The Foundation will remit payment within 15 business days of receipt of each invoice from Contractor detailing the date and nature of the Services performed. Payment to Contractor will be in the form of a check. Contractor acknowledges and agrees that no payment will be made to Contractor until Contractor has delivered a completed IRS Form W-9 to the Foundation. By January 31st of each calendar year the Foundation will provide Contractor with IRS Form 1099-MISC reflecting the total amount of compensation paid to Contractor by the Foundation in the prior calendar year.
- E. **Reimbursement of Approved Expenses.** The Foundation will reimburse Contractor for qualifying expenses directly related to Contractor's performance of the Services, but those expenses must be pre-approved by an employee of the Foundation. Examples of qualifying expenses are printing and copying, and supplies and other project materials. To meet IRS requirements for reimbursement of business expenses, Contractor must submit reasonably detailed supporting documentation for each expense (for example, submitting only a credit card receipt is not sufficient documentation). Requests for reimbursement of expenses should be submitted with Contractor's invoice for Services to the Community Partner for submittal to the Foundation's Payment Request Form.
- F. **Business Licenses.** Contractor represents and warrants that Contractor is and will remain in compliance with applicable federal, state, and local laws with respect to any licenses, permits, and certificates necessary to perform the Services.
- G. **Federal, State and Local Taxes.** Contractor is solely liable for, and will pay in a timely manner, all federal, state, and local income, business, excise and other taxes that may be due on the compensation and expense reimbursements Contractor receives pursuant to this Agreement. In addition, Contractor is solely liable for, and will pay in a timely manner, all payroll/withholding taxes and employment-related insurance premiums that may be owed for persons employed by Contractor.
- H. **Insurance.** At its sole expense, Contractor will obtain and maintain the following insurance coverages with the minimum limits set forth. All policies must (i) be primary coverage with respect to the Foundation, (ii) be provided on an "Occurrence" form and not a "Claims Made" form, and (iii) contain an endorsement that the insurance cannot be canceled until at least thirty (30) days prior written notice. If during the term of this Agreement Contractor were to receive a notice of termination with respect to any of the insurance listed below, Contractor must so inform the Foundation within three (3) business days of receipt of such notice.
- a. Automobile liability insurance for each vehicle owned or used by Contractor in the performance of this Agreement, with minimum limits of \$1,000,000 combined single limit per occurrence for bodily injury/death and property damage; and

- b. Comprehensive commercial general liability insurance with minimum limits of \$1,000,000 combined single limit for: (i) bodily injury/death; (ii) personal injury; (iii) broad-form property damage; (iv) contractual liability; and (v) completed operations.

Contractor will provide the Foundation with Certificate(s) of Insurance for all required coverages not later than three (3) business days prior to commencing the Services.

- I. **Term and Termination.** This Agreement commences as of the effective date and continues in effect until Contractor completes the Services to the Foundation's reasonable satisfaction, unless terminated earlier by either party on at least fifteen (15) days prior written notice delivered to the other party. Notice to the Community Partner and Foundation must be either: (i) by commercial courier (Attention: President & CEO); (ii) by regular USPS mail, (Attention: President & CEO); or (iii) by email to info@seattleparksfoundation.org. Notice to Contractor must be by one of the same methods set forth for notice to the Foundation. If this Agreement is terminated prior to its expiration, Contractor will be paid for Services satisfactorily performed up to and including the date of the notice of termination, but all further activity must cease as of the date of the notice.
- J. **Confidentiality.** In the course of performance of this Agreement, each of the parties (including the Community Partner) may have access to, or be exposed to, the information of the other party that is confidential or proprietary. Information that is confidential or proprietary is data, materials, or other types of information that is not publicly available or known at the time of disclosure or access. One example (of many) of confidential/proprietary material is information about donors, such as their names, contact information, and donation amount, whether stored in paper files or electronically in a database. Information does not need to be marked as "Confidential" or "Proprietary" to in fact be confidential or proprietary. Each party receiving or exposed to confidential/proprietary information agrees to take commercially reasonable steps to protect such information from disclosure and from access by any person not authorized to have access. In addition, each party agrees not to use the confidential/proprietary information of another party for its own purposes or benefit other than as needed to perform this Agreement. The obligations set forth in this section are subject to valid judicial or governmental orders (e.g., subpoenas or orders of a court) requiring disclosure of a party's otherwise confidential or proprietary information.
- K. **Indemnification; Hold Harmless.** By executing this Agreement, Contractor promises to indemnify, defend and hold the Foundation and Community Partner, and all of their respective employees and volunteers, harmless from all claims, demands, losses, damages, or defense costs of any kind that Contractor may sustain or incur, or that may be imposed on Contractor, for injury to or death of a person, or damage to property, as a result of, arising out of, or in any way connected to Contractor's performance of this Agreement, except any such liability arising out of the sole negligence of the Foundation.

This indemnification includes any damage to property or injury to or death of any persons employed by Contractor or any third parties.

- L. **Amendments**. This Agreement may be amended only by a written document expressly referencing this Agreement and signed by a Director of the Foundation and by Contractor.
- M. **No Assignments**. This Agreement is personal to Contractor and Contractor has no power or authority to assign any rights or delegate any duties; any attempt to do so is void.
- N. **Entire Agreement**. This Agreement constitutes the entire understanding and agreement between Contractor and the Foundation with respect to the scope and performance of the services described. This Agreement supersedes any prior arrangements or contracts between these parties relating to the performance of these services.
- O. **Governing Law**. This Agreement is entered into entirely within the State of Washington and Washington law governs all aspects of this Agreement. Contractor and the Foundation agree to the exclusive jurisdiction of the courts of King County, Washington, in the event of any legal action arising from or in connection with this Agreement.
- P. **Disputes**. If a dispute arises between or among the parties involving any aspect of this Agreement, the parties involved agree to act in good faith to resolve the dispute. For the Foundation and the Community Partner, the final decision about any resolution rests with the Foundation's Chief Executive Officer. If she or he cannot resolve the dispute with Contractor, the parties agree to submit the dispute to binding mediation with Judicial Dispute Resolution, LLC (Seattle, WA), and the Foundation and Contractor will share the cost of the mediation fee 50/50.

[Signatures on next page]

SEATTLE PARKS FOUNDATION

[Name]

1501 E. Madison Street, Suite 510
Seattle, WA 98122

[Email]

By: _____
[Signature]

Title: _____

Date: _____

INDEPENDENT CONTRACTOR

[Name]

[Address]

[Phone Number]

[Email]

By: _____
[Signature]

Title: _____

Date: _____

Acknowledging awareness of the terms of the Agreement and agreeing to the confidentiality obligations set forth in Section J and the dispute resolution set forth in Section P:

COMMUNITY PARTNER

[Name]

[Address]

[Email]

By: _____
[Signature]

Date: _____