

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is made and entered into this ____ day of ____ 2018, by and between _____, with his/her/its principal place of business located at _____ (hereinafter referred to as "Contractor") and _____ a registered student organization (the "RSO") at Miami University, a state assisted institution of higher education located at 501 E. High Street, Oxford, OH 45056 (the "University").

RECITALS

A. The RSO wants to engage Contractor to provide the services described below;
and

B. Contractor is qualified to provide the services, is in the regular business of providing such services and wants to provide the services to the RSO.

NOW THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

TERMS

ARTICLE 1. DUTIES OF THE CONTRACTOR

The Contractor shall provide, upon request, _____ services to the RSO of the University.

ARTICLE 2. DUTIES OF THE RSO

- A. The RSO shall compensate the Contractor at the rate of \$_____ per hour up to a maximum limit of _____ or a fee of \$_____. Contractor will provide invoices to the RSO at _____, Oxford, Ohio 45056. Upon satisfactory delivery of services as set forth in Article 1, all invoices will be paid within 30 days of receipt.
- B. Any travel expenses must be approved in advance by the advisor to the RSO and will be billed according to receipts submitted for mileage and reasonable out-of-pocket expenses, except that no expenses will be incurred without the prior approval of the advisor to the RSO. Mileage shall be paid in accordance with the then-current standard IRS mileage reimbursement rate.

ARTICLE 3. CONTRACTOR REPRESENTATIONS

- A. The Contractor represents to the University that he is qualified to provide the services set forth in Article 1 and that contractor is in the business of providing such services.
- B. The Contractor is not subject to any restrictive obligations, including contractual obligations or judicial restraints (*e.g.*, non-compete provisions or restraining orders) that would prevent the Contractor from providing or impair the Contractor's ability to provide the services required under this Agreement.
- C. The Contractor is properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over him/her/it and the services required under this Agreement.

ARTICLE 4. RELATIONSHIP BETWEEN PARTIES

- A. The Contractor shall be an independent contractor during the period of performance under this Agreement and not an employee of the RSO or Miami University. The Contractor shall not be considered as being entitled to participate in any plan, arrangements, or distributions by the RSO or the University pertaining to or in connection with any qualified pension plan or providing any other health or welfare plan with similar benefits for regular employees.

The Contractor will not be eligible for any federal social security, industrial accident, or unemployment insurance benefits from this contract payment, except as a self-employed individual.

- B. The University will report the amount of all payments applicable, including any expenses, in accordance with federal Internal Revenue Service rules.
- C. The Contractor is engaged as an independent contractor and, as such, no contributions to an Ohio public retirement system (*i.e.*, OPERS or STRS) will be made by the University and no deductions from this payment will be taken for contributions to a retirement system. This Agreement requires that the OPERS form, *Independent Contractor: Acknowledgment*, and IRS Form W-9 are completed, signed, and returned by Contractor to the Office of Student Activities, 2026 Armstrong Student Center, 550 E. Spring Street. Oxford, Ohio 45056.
- D. In no event shall the parties be deemed to be a partnership or joint venture with each other. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

ARTICLE 5. TERM AND TERMINATION

- A. Unless terminated as provided in subsection (B) below or by mutual written consent, this Agreement shall continue in full force until _____, 2018.

- B. This Agreement may be terminated prior to expiration of the initial or any renewal terms by prior written notice to the other party as follows:
- (i) By either party, in the event that the other party materially defaults on its obligations hereunder;
 - (ii) By either party, effective immediately, if the other party should become the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or make an assignment or other arrangement for the benefit of creditors;
 - (iii) By either party, without cause, upon (30) days prior written notice to the other party. If the RSO opts to terminate pursuant to this Subsection (iii), then Contractor shall not be obligated to refund any portion of the funds paid to Contractor. If the Contractor opts to terminate pursuant to this Subsection (iii), then Contractor shall refund to the RSO the *pro rata* portion of the unused payment(s) paid to Contractor.
- C. Under no circumstances shall either party be liable to the other by reason of termination of this Agreement for compensation, reimbursement, or damages for: (i) loss of prospective compensation; (ii) goodwill or loss thereof; or (iii) expenditures, investments, leases, or any type of commitment made in connection with or in reliance on the existence of this Agreement.

ARTICLE 7 GENERAL TERMS

- A. This Agreement shall be construed and enforced in accordance with the domestic laws of the State of Ohio without giving effect to its conflict of laws provisions.
- B. This Agreement may not be amended, modified, or otherwise affected except by written document signed by both parties hereto.
- C. The failure of either party to insist upon strict performance of any term of this Agreement shall not be deemed a waiver of any rights or remedies that it may have for any subsequent breach, default or nonperformance and either party's rights and remedies shall not be affected by any previous waiver or course of dealing.
- D. The Agreement set forth in this document is the entire Agreement between the parties with respect to the subject matter. All prior and collateral understandings, agreements, and promises with respect to the same subject matter are merged into this Agreement and may not be modified, waived, or extended unless in writing signed by the party sought to be bound.
- E.. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by electronic transmission shall be as effective as delivery of a manually signed counterpart.

IN WITNESS THEREOF, the authorized representatives of the parties have executed this Agreement as of the date first set forth above.

REGISTERED STUDENT ORGANIZATION AT MIAMI
UNIVERSITY

Name:
Title:

CONTRACTOR

Name:

Federal Identification # or
Social Security # _____