INDEPENDENT CONTRACTOR AGREEMENT

WHEREAS	, Marymount	Manhattan Colle	ege intends to	contract w	ith
for the perform	commencing				
AND WHER	EAS, Independ	<i>dent Contractor</i> is	as follows:		
Name					
Address					
City	State	Zip code			
Business Telep	hone #				
Principal pla	ce of business	:			
□ Same as a	lbove				_
		Address			
		City	State	Zip code	-
Type of entit	y:				
Sole Propr	rietorship	□ Partnership		oration	□ Professional Corporation
Social Security # or Employer ID#					

AND WHEREAS, *Independent Contractor* declares that *Independent Contractor* is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement.

AND WHEREAS, *Independent Contractor* declares that *Independent Contractor* is engaged in the same or similar activities for other clients and that Marymount Manhattan College is *not* Independent Contractor's sole and only client or customer.

AND WHEREAS, *Independent Contractor* declares that *Independent Contractor* is not employed nor is entering into this agreement seeking employment with Marymount Manhattan College.

THEREFORE, IN CONSIDERATION OF THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE:

PROFESSIONAL SERVICES TO BE PERFORMED. Marymount Manhattan College engages Independent Contractor to perform the following tasks or services:

TERMS OF PAYMENT: Marymount Manhattan shall pay *Independent Contractor* according to the following terms and conditions:

- Professional Services performed by the Independent Contractor will be compensated ______ dollars (\$______) within fourteen (14) business days of the commencement date indicated above
- Reimbursable expenses for reasonable, out of pocket, documented expenses related to the • professional services performed \Box are \Box are **not** eligible for reimbursement under this agreement. If eligible, Marymount Manhattan College will reimburse Independent Contractor for documented expenses incurred up to, and not exceeding, _____Dollars (\$_____) in aggregate. Any expenses exceeding this limit must be approved in writing by in order to be eligible for reimbursement. Receipts and supporting documentation must be submitted on or before the Termination Date indicated below to be eligible for reimbursement.

SUPPLIES - Independent Contractor, with the exception of reimbursable expenses outlined above, shall supply all equipment, tools, materials and supplies to accomplish the designated tasks.

CONTROL - Independent Contractor retains the sole and exclusive rights to control or direct the manner or means by which the work described herein is performed. Marymount Manhattan retains only the right to control the ends to insure its conformity with that specified herein.

PAYROLL OR EMPLOYMENT TAXES - Neither Federal, nor State, nor local tax of any kind shall be withheld or paid by Marymount Manhattan on behalf of Independent Contractor or the employees of Independent Contractor.

WORKERS' COMPENSATION - No workers' compensation insurance shall be obtained by Marymount Manhattan concerning Independent Contractor or Independent Contractor's employees. Independent Contractor shall comply with the worker's compensation laws with respect to Independent Contractor and Independent Contractor's employees.

TERMINATION - This agreement shall end on ______ and may not be terminated earlier (except for cause) without 30 days written notice from one party to the other.

Agreed to this _____ day of _____, 20 ,

By___

Marymount Manhattan College

Independent Contractor By____

Human Resource Approval

Business Office Approval