

THE STATE OF TEXAS

INDEPENDENT CONTRACTOR AGREEMENT

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This Independent Contractor Agreement (this "Agreement") is made and entered into by and

Between ST. ANDREW'S PRESBYTERIAN CHURCH, (the "church"), and

_____,
An individual residing at

_____, _____ Texas 78____ (the
"Contractor").

1.

Engagement. The church owns property at 14311 Wells Port Drive and desires to engage

Contractor to provide the following services:

(the "Services"). Contractor possesses the skill, talent, ability, and experience to provide the Services required by the Church, and hereby agrees to provide such Services to the Church, in accordance with the terms of this Agreement.

2.

Services. The Church will advise Contractor as to the specific services that the Contractor is to perform. Contractor will be responsible for the method, format, and details of the Services. The Church's Building & Grounds Committee will evaluate Contractor's work on an as needed basis, but at a minimum semi-annually. In performing Services under this Agreement, Contractor will:

(i) use his/her best efforts to preserve and enhance the buildings and grounds of the Church; (ii) maintain the highest standards of safety, professionalism, honesty, and integrity in the discharge of his/her duties hereunder; (iii) and address concerns with the Church Building & Grounds Committee Chairperson.

3.

Equipment. The Contractor will provide all of the equipment necessary to provide the services described in this Agreement, except as follows:

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4.

Compensation. As compensation for the Services, the Church will pay the Contractor the sum of ____ per ____ .

5.

No Authority; Compliance with Laws and Rules. Notwithstanding any provision in this

Agreement to the contrary, Contractor expressly acknowledges, confirms, and agrees that Contractor has no authority to enter into, and will not enter into, execute, make, or acknowledge any contract, covenant, agreement, or representation pertaining to the Church or any agreement to which the Church may be bound, without the express prior written approval of the Church's Board of Elders. During the term of this Agreement and any renewal hereof, Contractor agrees and covenants to conduct himself or herself and all activities at the Church in strict and prompt compliance with all federal, state, and local laws, statutes, regulations, ordinances, and rules. While performing Services, Contractor also agrees to comply with all applicable Church rules, guidelines, and policies.

8.

Indemnity. The Contractor will indemnify the Church from and against all losses, expenses, damages, costs, claims, suits, and actions, including reasonable attorneys' fees, suffered by the Church as the result of Contractor's activities during the term of this Agreement, including any accidents incurring in any class or activity under the Contractor's control. THE OBLIGATIONS IN THIS PARAGRAPH APPLY WHETHER ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS OF THE CHURCH CAUSED THE LOSS IN WHOLE OR IN PART. In addition to such right of indemnity, the Church will have the right to offset any and all of such losses, expenses, damages, costs claims, suits, and actions against any amounts payable to or by the Church under this Agreement in addition to any other remedy available to the Church, at law or in equity.

Such offset will be on a dollar for dollar basis. Contractor's obligations and the Church's rights under this paragraph will survive the termination of this Agreement for any reason.

9.

Termination.

The term of this Agreement will commence on _____ and will terminate on _____. This Agreement will not be renewed except by the express written agreement of the parties. Contractor is engaged by the Church on an "at-will" basis, and this Agreement may be cancelled by the Church at any time.

10.

Status as Independent Contractor; Federal Tax Matters. The relationship of Contractor to the Church is, for all purposes, that of an independent contractor, and not as an agent, servant, or employee of the Church. Contractor understands and agrees that it is Contractor's sole responsibility to pay all self employment and/or income taxes on amounts to be paid Contractor pursuant to this Agreement, and that the Church will have no responsibility with respect to withholding or payment of FICA, FUTA, or any other federal or state tax on behalf of Contractor. No payroll or employment taxes of any kind are required to be withheld or paid by the Church for or on behalf of Contractor, including, but not limited to, FICA, FUTA, federal personal income tax,

state personal income tax, state disability insurance tax, workers compensation, and state unemployment tax. Contractor agrees to obtain an employer identification number with the Internal Revenue Service and to comply with all tax laws applicable to the operation of a business such as Contractor's, including, but not limited to, the reporting of all gross receipts therefrom as self employment income or income from the operation of a business, the payment of all self employment taxes, compliance with all employment tax requirements for withholding on any employees used by Contractor, and compliance with State employment and workers compensation laws. Contractor hereby acknowledges and is aware that he or she will not be treated as an employee with respect to the Services rendered under this Agreement for federal tax purposes and that Contractor is responsible for paying his or her estimated income taxes and self employment and all other taxes.

11.

Miscellaneous. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement. No change or modification of this Agreement will be valid or binding upon the parties hereto, nor will any waiver of any term or condition in the future be so binding, unless such change, modification, or waiver is in writing and signed by the parties hereto. This Agreement may not be assigned by Contractor. This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas. Any notice required or permitted to be delivered hereunder may be given by personal delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the address set forth below such party's signature below, or at such other address as may hereafter be designated in accordance with this paragraph. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected thereby, and it is also the intention of the parties that, in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable. No consent or waiver, expressed or implied, to or of any default of any covenant or provision hereof by any party will be construed as a consent or waiver to or any other default of the same or any other covenant or provision. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof will be additionally entitled to recover court costs and reasonable attorney's fees, and all other litigation expenses, including deposition costs, travel, and expert witness fees, from the non prevailing party. * *

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Executed to be effective this _____ day of _____.
CHURCH:

ST. ANDREW'S PRESBYTERIAN CHURCH

By:

Board of Elders

Address:

14311 Wells Port Drive

Austin, Texas 78728

CONTRACTOR:

By:

Printed Name:

CONTRACTOR SS#:

PHONE #:

Address: