

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Owner")  
*(Name of diocesan entity)*

and \_\_\_\_\_ ("Contractor" or "Vendor");  
*(Name of contractor or vendor);*

1. **Purpose of Contract:** Owner is desirous of having the following Contractor perform the following services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Payment:** For the work and/or services, Owner agrees to pay to Contractor upon the following terms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Independent Contractor Status:** Owner hereby declares that Owner is interested only in the results obtained, and the Contractor shall perform such work and services in such manner as Contractor, in Contractor's sole control and judgment, deems appropriate. Owner shall have no right to control the manner in which Contractor performs the work. To that end, Contractor shall complete this Contract according to Contractor's own means and methods of work, which shall be the exclusive charge and control of Contractor. Owner does reserve the right to approve the results of said work and/or services, and Owner further reserves the right to inspect any documents or results of such work upon such times as are deemed reasonable.

Nothing contained herein or in any document executed by the Parties, shall be deemed or construed by the Parties or by any third party, as creating the relationship of principal-agent, employer-employee, joint enterprise or undertaking, partnership, or any fiduciary relationship whatsoever. Contractor shall only represent itself to be and for all purposes shall only be considered to be an independent contractor of Owner.

4. **Benefits:** Contractor understands that as an independent contractor, he/she is not entitled to participate in any benefits offered through the Owner's programs, including health and pension, worker compensation, unemployment.

5. **Materials:** Owner shall furnish the following materials for Contractor's use (none unless stated): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Contractor shall furnish all other materials and other items necessary to carry out the terms of this Contract.

6. **Insurance:** Contractor shall maintain sufficient insurance satisfactory to Owner and as may be required by law to protect Contractor and Owner from and against all claims and actions which may arise as a result of this Contract. Additionally, Contractor shall furnish all necessary workers' compensation insurance coverage and unemployment compensation insurance coverage, furnishing certificates of all such insurance to Owner, as applicable.

7. **Indemnification:** Contractor agrees fully to exonerate, indemnify and hold harmless the Owner, the Diocese of St. Petersburg, and their officers, directors and agents from and against all claims, or actions and all expenses incidental to the defense of any such claims and actions based upon or arising out of

damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by the conditions created hereby. Contractor specifically agrees to exonerate, indemnify and hold harmless the Owner from and against, and shall assume full responsibility for payment of, all Federal, State and local taxes or contributions imposed or inquired under unemployment insurance, social security and income tax laws with respect to Contractor's employees engaged in the performance of this Contract and any worker compensation claim.

**8. Responsibilities of Owner:**

- A) To pay the compensation to Contractor as agreed.
- B) To designate a contact person for communication with Contractor.
- C) Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Responsibilities of Contractor:**

- A) Comply with the Diocesan policy of Level 2 background screening and Safe Environment Program training for all employees, agents, and/or staff serving the Diocese for the services of this Agreement and furnish the results to the Owner principal or other person designated by the principal. To the extent that the Contractor is not able to obtain the required Level 2 background screening, Contractor may request that the Owner conduct such screening, by the authority given under Florida Statute 943.0542. In making this request, Contractor consents to the screening, currently through the VECHS system. Contractor will only be notified that in the event the Contractor's employee fails to pass the screening, as results will not be shared with the Contractor (required by FDLE User Agreement).
- B) Furnish all labor, work, and/or services described in Paragraph 1 above in a reasonably prudent manor and comply with all applicable laws (Federal, State, and/or Local) including any licensing requirements and furnish copies to the Owner.
- C) Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Completion Date:** The work to be performed under this Contract shall be commenced upon \_\_\_\_\_, 20\_\_\_\_, and shall be completed on \_\_\_\_\_, 20\_\_\_\_. **IT IS UNDERSTOOD BETWEEN THE PARTIES THAT TIME IS OF THE ESSENCE.** However, Owner may cancel this Agreement at any time upon \_\_\_\_\_ days notice.

**11. Confidentiality:** Contractor shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters, trade secrets, methods of operation, proprietary information or any other information of the Owner except what is required to fulfill his duties as an Contractor. Contractor upon the cessation of this Agreement, irrespective of the time, manner, or reason of termination, will immediately surrender and deliver to Owner all lists, books, records, memoranda and data of every kind relating to all proprietary information and all property belonging to the Owner.

In the event of a breach or a reasonably threatened anticipatory breach by Contractor of the provision of this paragraph, Owner shall be entitled to an injunction restraining Contractor from using or disclosing, in whole or in

part, the aforesaid information. Nothing herein shall be construed as prohibiting Owner from pursuing any other remedies available to Owner for such breach or threatened breach including the recovery of damages from Contractor. Contractor shall be obligated to pay Owner's attorney fees and all costs of litigation for any action pertaining to this paragraph."

**12. Miscellaneous:**

**A. "Severability".** If any of the provisions of this Contract shall be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, nor any other instrument referred to in this Contract, shall be affected thereby, but shall be enforced to the maximum extent permitted by law.

**B. "Governing Law; Venue".** This Contract is delivered in Pinellas County, Florida and the provisions are to be governed by the laws of the State of Florida. The parties agree that venue will rest in Pinellas County, Florida.

The parties hereto have caused this Contract to be executed and delivered on the day and year first set forth above.

**Owner:**

**Contractor:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_