AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

______________________________________________ (Registered Student Organization) desires to utilize the services of ________________________________________, Independent Contractor (IC), for the performance of certain tasks and IC desires to perform these services. For the mutual consideration as described herein, as well as information contained in the Independent Contractor Questionnaire, the parties agree as follows:

1. IC warrants and represents that IC is engaged in an independent business, is fully qualified, and has all required currently effective licenses and/or certifications to perform the services described, has adequate insurance coverages for itself and Registered Student Organization against liability or any claims that arise for or regarding the services to be performed, and has complied and will continue to comply with all federal, state, and local laws regarding business permits, licenses, taxes, and governmental obligations of any kind that may be required to carry out the business and the tasks to be performed and regarding the payments received by IC under this contract.

2. IC shall perform the following tasks or services for Registered Student Organization as described below (i.e. what, when, where?):

_________________________________________________________________________________________________
_________________________________________________________________________________________________

3. Registered Student Organization shall pay IC, for all satisfactorily completed services upon receipt of invoice, according to the terms and conditions as described below:

_________________________________________________________________________________________________
_________________________________________________________________________________________________

4. IC shall supply all equipment, tools, materials, supplies, and personnel to accomplish the designated tasks except as described below:

_________________________________________________________________________________________________
_________________________________________________________________________________________________

5. Registered Student Organization will not be liable to IC for any of IC’s expenses unless otherwise agreed in writing.

6. IC retains the right to control the manner by which the services (described above) are to be performed. IC expressly understands and agrees that neither IC, nor any employee or agent of IC, in the performance of IC’s services required under this agreement, shall be treated or otherwise considered to be an employee(s) of Registered Student Organization for taxes, worker’s compensation, unemployment compensation, insurance, fringe benefits, or any other purpose, except as otherwise required by law. No payroll, employment, or other taxes of any kind shall be withheld or paid by Registered Student Organization with respect to payments to IC, unless as otherwise required by law. IC understands and agrees that IC is totally responsible for, and shall comply with all laws regarding the timely reporting and payment of all income and other taxes and other governmental liabilities resulting from the performance of IC’s services.

7. The term of this agreement shall end no later than ______________________. Notwithstanding anything contained in this agreement to the contrary, Registered Student Organization reserves the right to terminate this agreement immediately for any or no reason and prior to this date, including but not limited to Registered Student Organization’s determination that IC has failed to perform in accordance with the terms of this agreement. In the event IC has performed part of the tasks or services, a prorated amount as determined by Registered Student Organization may instead be owed to IC, but that amount may also be adjusted if Registered Student Organization must retain another
contractor at a higher cost to do the services or tasks, or if Registered Student Organization suffers damages as a result of IC’s failure to perform as described in this agreement.

8. IC has no authority to enter into any contract(s), promise(s), or agreement(s) on behalf of Registered Student Organization. This agreement may not be assigned by IC in whole or in part.

9. This agreement shall be governed by and construed pursuant to the laws of Michigan.

10. To the fullest extent permitted by law, IC shall be liable for, fully indemnify, and hold Registered Student Organization, its Board, president, officers, and members harmless from and against all claims, demands, actions, and liability arising out of, resulting from, or attributable to IC’s, IC’s employees’, agents’ or subcontractors’ performance or nonperformance of any services or work covered by this agreement, and/or for any breach or warranty.

11. This document and any other documents that are included, constitute the entire agreement of the parties. No other representation, promises or agreements, oral or otherwise, except for subsequent properly authorized and executed written amendments, shall be of any force or effect.

12. IC certifies that IC is at least 18 years of age, or a separate legal entity in good standing.

INDEPENDENT CONTRACTOR

By: ___________________________________________________________ Date: ______________

Printed Name: __________________________________________________

Title: __________________________________________________________

REGISTERED STUDENT ORGANIZATION

By: ___________________________________________________________ Date: ______________

Printed Name: __________________________________________________

Title: __________________________________________________________