

WMU AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

(This agreement is not final unless and until signed by WMU's Manager of Business Services.)

Western Michigan University (WMU) desires to utilize the services of Tyler Bassett, Independent Contractor (IC), for the performance of certain tasks and IC desires to perform these services for WMU. For the mutual consideration as described herein, as well as information contained in the Independent Contractor Questionnaire, the parties agree as follows (attach Exhibit A if needed):

1. (a) 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 WMU 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. (b) If this contract involves any transactions with a federal agency, IC has certified that IC complies with Federal Executive Order 12549 and FAR 521.209-5 and has reviewed and signed Exhibit B and Exhibit C.
2. IC shall perform the following tasks or services for WMU as described below (i.e. what, when, where?) or attach Exhibit A if needed:
Perform pre-burn monitoring of Asylum Lake Prairie by 4/18/2015, and provide guidance on prescribed fire planning.
3. WMU shall pay IC, for all satisfactorily completed services upon receipt of invoice, according to the terms and conditions as described below or attach Exhibit A if needed:
Paid in full within 60 calendar days of receipt of invoice
4. IC shall supply all equipment, tools, materials, supplies, and personnel to accomplish the designated tasks except as described below or attach Exhibit A if needed:
N/A
5. WMU will not be liable to IC for any of IC's expenses unless otherwise agreed in writing (attach Exhibit A if needed).
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 WMU 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 WMU 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 May 30, 2015. Notwithstanding anything contained in this agreement to the contrary, WMU reserves the right to terminate this agreement immediately for any or no reason and prior to this date, including but not limited to WMU'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 WMU may instead be owed to IC, but that amount may also be adjusted if WMU must retain

another contractor at a higher cost to do the services or tasks, or if WMU 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 WMU. 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 WMU, its Board, president, officers, and employees 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 an Exhibit A if needed, 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 SIGNATURE & TITLE (if applicable)

By: _____

Date: 4/1/2015

Printed Name: Tyler Bassett

WMU DEAN/CHAIR/DIRECTOR/DEPARTMENT HEAD SIGNATURE & TITLE (with cost center authority)

By: _____

Date: _____

Printed Name: _____

WMU GRANTS & CONTRACTS SIGNATURE (only needed on funds 25-30)

By: _____

Date: _____

Printed Name: _____

WMU BUSINESS SERVICES SIGNATURE

By: _____

Date: _____

Printed Name: Timothy R. Kellogg, Manager

Print

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