



**AGREEMENT BETWEEN
INDEPENDENT CONTRACTOR AND CLIENT**

WHEREAS, Elizabethtown Community & Technical College ("CLIENT") intends to contact with Elizabethtown Board of Ed. (Independent contractor - "IC") for the performance of certain tasks:

WHEREAS, IC's principal place of business is located at the following address:

Elizabethtown Board of Education
T.K. Stone Middle School Gymnasium

IC's Employee Identification Number
61-6001403

WHEREAS, IC declares that IC 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:

WHEREAS, IC declares that IC is engaged in the same or similar activities for other clients and that CLIENT is not IC's sole and only client or customers.

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

1. SERVICES TO BE PERFORMED. CLIENT engages IC to perform the following tasks or services:

Rental of T.K. Stone Middle School Gymnasium

2. TERMS OF PAYMENT. CLIENT shall pay IC according to the following terms and conditions:

One lump sum payment at the end of year

3. INSTRUMENTALITIES. IC shall supply all equipment, tools, materials, and supplies to accomplish the designated tasks except as follows:

N/A

4. CONTROL. IC retains the sole and exclusive right to control or direct the manner or means by which the work described herein is to be performed. CLIENT retains only the right to control the ends to insure its conformity with that specified herein.

5. PAYROLL OR EMPLOYMENT TAXES. No payroll or employment taxes of any kind shall be Withheld or paid with respect to payment to IC. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

6. WORKER'S COMPENSATION. No workers' compensation insurance has been or will be obtained by the CLIENT on account of IC or IC's employees. IC shall comply with the workers' compensation laws with respect to IC and IC's employees.

7. TERMINATION. This agreement shall end on June 30, 2013 and may not be terminated earlier (except for cause) without N/A days prior written notice from one party to the other.

Agreed to this 9th day of August, ~~2009~~²⁰¹², at _____ State of _____

CLIENT:

By: _____
Name and Title

INDEPENDENT CONTRACTOR:

By: Superintendent
Name and Title