



**PUEBLO CITY-COUNTY LIBRARY DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement is entered into on the ____ day of _____, 20____, between PUEBLO CITY-COUNTY LIBRARY DISTRICT (PCCLD) and the Independent Contractor

1. SERVICES

The parties agree that the Independent Contractor will perform the described service to the patrons of the Pueblo City-County Library District at the date, time(s) and location(s) as set forth below:

The Independent Contractor understands and agrees that a completed and signed IRS W-9 form must be provided to PCCLD prior to the term of this agreement outlined above.

2. REPORTING

The Independent Contractor shall report to the following PCCLD employee:

3. PAYMENT

The Independent Contractor agrees to submit an itemized invoice detailing all expenses upon completion of the service, including any requested reimbursable expenses incurred. Payment to the Independent Contractor will be issued within **15 days** after completion of the service, provided all other documents required have been submitted to PCCLD. All invoices can be submitted to AP@pueblolibrary.org.

The Independent Contractor will be paid the following fee for the services performed under this agreement:

The Independent Contractor agrees that the payment outlined above is solely for cost of service performed. PCCLD holds the right to refuse reimbursement for additional expenses. Should this agreement incur additional expenses, such as travel reimbursement, an estimate of anticipated expenses will be provided below, and will be subject to approval.

4. INDEMNITY

The Independent Contractor agrees to indemnify, defend, and hold PCCLD and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses, and damages (including attorneys' fees) arising out of, or in connection with, any breach of this agreement by the Independent Contractor.

PCCLD reserves the right to use any photography and/or video produced at any location within the Pueblo City County Library District, without the expressed written permission of those included within the photograph/video. PCCLD may use the photograph/video in publications or other media material produced, used or contracted by PCCLD including, but not limited to, newsletters, brochures, invitations, television, websites, etc. By providing a service to PCCLD or by failing to notify PCCLD, in writing, the desire to not have a photograph used by PCCLD, the Independent Contractor is agreeing to release, defend, hold harmless and indemnify PCCLD from any and all claims involving the use of his/her picture or likeness.

5. RELATIONSHIP OF PARTIES

Services are being provided as an Independent Contractor and not as an employee of PCCLD. The parties agree PCCLD will not:

- a. Require Independent Contractor to work exclusively for PCCLD. Independent Contractor represents that it provides programs to other entities as well as PCCLD.
- b. Establish a quality standard for the Independent Contractor who will oversee the work of Independent Contractor or instruct the Independent Contractor as to how the work or the program is to be performed or presented
- c. Pay the Independent Contractor salary or hourly rate, but only the compensation set forth above for the services.
- d. Provide training for the Independent Contractor
- e. Provide tools or benefits to the Independent Contractor

The parties agree that no insurance will be provided to the Independent Contractor through PCCLD and the Independent Contractor agrees to maintain or waive, if applicable, coverage for Worker's Compensation Insurance. If the Independent Contractor has any employees, Worker's Compensation coverage will be provided for any of those employees who participated in service provided by the Independent Contractor.

The Independent Contractor expressly agrees that the Independent Contractor is not entitled to any employee benefits from PCCLD, including, but not limited to, any employer withholding or liability for: taxes, FICA, Medicare or Medicaid, medical or disability insurance, vacation or leave, pension, unemployment insurance or Worker's Compensation Insurance (collectively "employee benefits"). The Independent Contractor is obligated to pay federal and state income tax on any monies paid pursuant the party's contractual relationship.

6. TERMINATION AND BREACH OF CONTRACT

PCCLD may terminate this agreement at any time without cause and without further obligation to the Independent Contractor except for payment due for services rendered under this agreement prior to date of such termination.

IN WITNESS OF THIS AGREEMENT, Pueblo City-County Library District and the Independent Contractor have executed this Agreement on the date indicated above.

PUEBLO CITY COUNTY LIBRARY DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

INDEPENDENT CONTRACTOR

By: _____

Printed Name: _____

Title: _____

Date: _____