

The Mountaineers
[JOB DESCRIPTION] AGREEMENT

THIS CONTRACT is made by and between The Mountaineers, a 501-c3 organized not-for-profit organization located at 7700 Sand Point Way NE, Seattle, hereinafter referred to as "The Mountaineers" and _____ of _____, hereinafter referred to as "Contractor."
Name Address

RECITALS

1. The Mountaineers desires to have the following services performed at its place of business:

2. Contractor agrees to perform these services for The Mountaineers under the terms and conditions set forth in this contract.

In consideration of the mutual promise set forth herein, it is agreed by and between The Mountaineers and Contractor:

SECTION ONE
DESCRIPTION OF WORK

The work to be performed by Contractor includes all services generally performed by Contractor in their usual line of business, including but not limited to, the following: (Please include a general description of work to be performed.)

SECTION TWO
RELATIONSHIP OF PARTIES

The parties intend that an independent contractor-organization relationship will be created by this contract. The Mountaineers is interested only in results obtained under this contract and the conduct and control of the work will lie solely with Contractor.

Contractor is not to be considered an agent or employee of The Mountaineers for any purpose, and is not entitled to the benefits provided by The Mountaineers to its employees, including but not limited to, group insurance, pension plans, paid vacation, sick leave and paid holidays. Contractor is free to contract for similar services to be performed for others while he is under contract with The Mountaineers. It is further understood that The Mountaineers does not agree to use Contractor exclusively but is free to engage other independent contractors to perform the same work that Contractor performs hereunder.

SECTION THREE
PAYMENT

The Mountaineers shall compensate Contractor the sum of \$_____ per completed case irrespective of time worked. If, in the judgment of the Contractor, the work requires special procedures and skills beyond those generally performed, Contractor shall receive additional compensation in the amount of \$_____.

**SECTION FOUR
TAXES**

Contractor shall be solely responsible for payment of all taxes owed as a result of work performed under this contract, including estimated federal income tax liability, self-employment tax, and Social Security (FICA) tax. Company shall not, under any circumstances deduct any taxes from Contractor's payments.

**SECTION FIVE
TIME DEVOTED TO WORK**

In the performance of this service, the aforesaid services and hours to be worked will be entirely within Contractor's control. The Mountaineers will rely upon Contractor to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this contract.

**SECTION SIX
INDEMNIFICATION AND HOLD HARMLESS**

The Contractor, and on behalf of Contractor's employees, Contractor's sub-contractors, and Contractor's agents, shall defend, indemnify and hold harmless The Mountaineers, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the services outlined above; except only such injury or damage as shall have been occasioned by the sole negligence of The Mountaineers.

Contractor has provided The Mountaineers with a certificate of insurance from our agency with minimum limits of general liability coverage of \$1 Million per occurrence/\$2 Million aggregate; naming The Mountaineers as additional insured.

**SECTION SEVEN
DURATION**

Either party may cancel this contract on _____ days' written notice; otherwise, the contract shall remain in force for the term beginning _____ and continue until and including _____.

Dated this _____ day of _____, (Year).

The Mountaineers Authorized Representative

Contractor (Name and Address)

Signature (The Mountaineers)

Signature (Contractor)