

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“**Agreement**”) is made on the ____ day of _____, 2022 (the “**Effective Date**”) by and between **IDLEWILD COMMUNITY CENTER**, a New Mexico corporation (the “**Community**”) and _____, an individual (“**Contractor**”).

WHEREAS, Contractor is an independent contractor with special experience and expertise in the area(s) of caretaker, community activities, and the ongoing needs of the Community; and

WHEREAS, the Community needs Contractor’s assistance and expertise to provide the services more particularly described in the attached Schedule A (“**Services**”); and

WHEREAS, Contractor is willing to provide Services to the Community subject to the terms of this Agreement.

NOW, THEREFORE, Contractor and the Community agree that the following terms and conditions shall apply to the retention of Contractor as an independent contractor for the Community.

1. **Services**. During the term of this Agreement, Contractor shall provide Services to the Community as set forth in the attached Schedule A.
2. **Compensation**. The Community shall pay Contractor for Services as set forth in the attached Schedule A.
3. **Representations**. Contractor represents that he is qualified and competent to render Services which are required under this Agreement and that he will personally perform his duties without the assistance of any employees, subcontractors, or agents except as described in the attached Schedule A.
4. **Indemnity**. Contractor shall indemnify and hold the Community harmless against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any legal or other expense) reasonably incurred by it in

connection with any claim or liability resulting from the actions or omissions of Contractor in performance of this Agreement.

5. **Independent Contractor Status.** Contractor is retained only for the purposes and to the extent set forth in this Agreement. Contractor's relationship to the Community shall be that of an independent contractor and shall never be considered that of an employee. Contractor shall not represent himself to any third party as an employee of the Community or as anything other than an independent contractor. Contractor shall not be entitled to any wages or compensation other than the payments described in Section 2 or to any pension, stock, bonus, profit sharing, health insurance, life insurance, or similar benefits, which are available only to employees of the Community, and Contractor shall make no claim for any such benefits. Contractor shall be responsible for payment of all taxes, fees, or assessments which may be attributable to the compensation payable to him pursuant to the terms of this Agreement, including, by example, any income taxes or employment taxes. Community will file a Form 1099 with the relevant taxing authorities.

6. **Termination of Agreement:**

a) **Termination by Contractor.** Contractor may terminate this Agreement upon thirty (30) days written notice to the Community. The notice period shall commence on the day Contractor's written notice is placed directly in possession of the person presently serving as President of the Community, or a duly appointed representative of the President.

b) **Termination Because of Contractor's Death.** This Agreement shall terminate immediately upon the death of Contractor. In the event of a termination of this Agreement pursuant to this subsection, the Community shall pay the compensation earned through the date of such termination, which the Community shall determine is its reasonable discretion.

c) **Termination by the Community, With or Without Cause.** The Community may terminate this Agreement with Cause upon fifteen (15) days written notice or without Cause upon thirty (30) days written notice. As used in this Agreement, "Cause" shall mean conviction of Contractor of a felony, failure of Contractor to perform Services timely and to the reasonable satisfaction of the Community, or a

willful action of Contractor which is intended to advance his private interest or personal gain to the detriment of the Community. If the Community terminates the Agreement for Cause, the Community shall pay Contractor the compensation earned by him through the last date he performs Services under the Agreement, as reasonably determined by the Community. If the Community terminates the Agreement without Cause, the Community shall pay Contractor the compensation earned by him through the end of the thirty (30) day notice period or until the date of termination of the Agreement, whichever is later.

- d) **Deductions for Final Payments.** The Community may deduct from any compensation payable to Contractor in connection with or upon termination of this Agreement, all amounts, if any, owed by Contractor to the Community for any property damages.
- e) **Caretaker's Cabin and Community Properties.** In the event of a termination of this Agreement for any reason other than Contractor's death, Contractor shall be responsible for the removal of all his property and personal effects from the Caretaker's Cabin, as well as all the Community's other holdings, by the final day of the applicable written notice period. If Contractor fails to perform, the Community reserves the option to have Contractor's property removed from the Community at Contractor's expense. If this Agreement is terminated by reason of Contractor's death, the Community will cooperate with Contractor's survivors and assigns for a reasonable period of time, to be determined by the Community, for the removal of Contractor's property from the Community. If Contractor's survivors and assigns fail to perform, Community reserves the option of removing and dispensing Contractor's property from the Community by any manner Community deems appropriate.

7. **General Provisions:**

- a) **Modification.** Any modification or waiver of any provision of this Agreement must be in writing and signed by Contractor and an authorized member of the IWCC Executive Board.
- b) **Unenforceable Term or Provision.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of the Agreement shall not be

affected thereby and each item and provision hereof shall be valid and enforced to the fullest extent permitted by law.

- c) **Construction**. The language used in this Agreement shall be deemed to be the language chose by both parties to express their mutual intent, and no rule of strict construction shall be applied against either party.

- d) **Entire Agreement**. This Agreement constitutes the entire agreement with regard to the consulting arrangement between the parties and supersedes all other proposals and agreements, whether oral or written, between the parties.

- e) **Term and Renewal**. The initial term of this agreement shall be from _____, 2022 through July 31, 2022. This Agreement shall be renewed annually, beginning August 1, 2022, unless one of the parties has invoked a provision of the Termination Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ____ day of _____, 2022.

COMMUNITY:

Donna Woolsey, President of IWCC

CONTRACTOR:

(Name)