

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT is entered effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, and Shannon Martin, an Independent Consultant (“Contractor”).

WHEREAS, the parties have agreed that Contractor will perform certain services for Client as an independent contractor pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Relationship.** The Client hereby agrees to retain the services of Contractor as an independent contractor for the purpose of providing the Services described below. The Contractor is, and will continue to be, a self-employed independent contractor and not an employee or servant of the Client. Contractor will have the right to perform the Services as Contractor chooses, except that Contractor may not assign or delegate Contractor’s duties hereunder to another without the prior written consent of the Client. Contractor is free to engage in any other activities that Contractor desires, so long as those activities do not constitute a breach of the obligations of Contractor hereunder.

1. **Services.** Contractor shall provide the following services for the Client (the “Services”): Grant Writing as agreed upon.

2. **Compensation.** In consideration for providing the Services hereunder, the Client shall pay Contractor compensation as follows: Contractor shall be compensated at a rate of **\$65.00 per hour** for all services performed. A **retainer fee of \$1,000.00** is required prior to the commencement of work. This retainer shall be applied as a credit toward the final invoice. Contractor shall invoice Client on a **monthly basis** for the actual number of hours worked during the preceding billing period. Payment is due upon receipt unless otherwise agreed in writing. The estimated time required to complete the Services is **up to 70 hours**; however, total hours may vary depending on the level of preparation, responsiveness, and materials provided by the Client. Increased participation and timely provision of required information by the Client may reduce the total number of billable hours.

3. It is expressly understood and agreed by both parties that Contractor is not an employee of the Client, and will not be treated as an employee, for federal, state or local tax purposes, and that Contractor is solely responsible for such tax payments, including without limitation the payment of estimated income taxes and self-employment taxes when required.

4. **Expenses.** The following expenses incurred by Contractor in performing Services shall be reimbursed by the Client: Administrative expenses related to the submission of grants such as mileage for site visits, postage, copies; will be reimbursed at cost. Otherwise, Contractor shall be solely responsible for all expenses incurred by Contractor while performing Services.

5. **Term.** This Agreement shall be in effect from the date hereof, and shall continue until terminated by either party upon a 15 day written notice of termination to the other party. Any such termination by either party may specifically be with or without cause.

6. **Limitation on Contractor's Authority.** Contractor does not have any authority to bind the Client in any manner whatsoever. Contractor shall in no way represent to any person or entity, directly or indirectly, that Contractor has any powers or duties other than those set forth in this Agreement.

7. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Client and its members, directors, officers, employees, volunteers, representatives and agents from all claims, demands, judgments, suits, actions, causes of action, losses, liabilities, costs, expenses or damages, including but not limited to attorneys' fees, which directly or indirectly result from any breach or alleged breach of this Agreement, or any false statement, misstatement or omission of the statement of a material fact with respect to any of the Services provided pursuant to this Agreement by Contractor.

8. **Responsibility for Work.** All of the services to be provided by Contractor shall be at Contractor's sole risk and expense. **CONTRACTOR HEREBY WARRANTS THAT ALL SERVICES PERFORMED BY CONTRACTOR WILL BE PROVIDED IN A GOOD AND WORKMANLIKE MANNER IN COMPLIANCE WITH ALL PLANS, SPECIFICATIONS AND REQUIREMENTS MADE APPLICABLE THERETO.** The foregoing provisions shall specifically not limit, release or modify any obligations that Contractor may otherwise have to the Client pursuant to this Agreement or any other agreement, by operation of law, or for any other reason.

9. **Benefits.** Contractor shall not be entitled to any benefits whatsoever from the Client, except for the payments specifically provided in Paragraph 3 above. Without limiting the foregoing, Contractor shall specifically not be entitled to any vacation, health insurance or other insurance, retirement benefits, or any other benefits of any kind.

10. **Confidential Information.** Contractor agrees and acknowledges that through this relationship with the Client, Contractor may come into possession of various trade secrets and other valuable, confidential and proprietary information of the Client. Such information may include, but is not limited to (i) the names, addresses and requirements of the employees of the Client; (ii) the business methods and operating procedures of the Client; and (iii) other information relating to the Client's business methods, procedures, operating policies, employees, members and other representatives (the foregoing individually and collectively "Confidential Information"). However, Confidential Information shall not include information that is publicly known outside of the Client, unless the public awareness is the result of a breach of any obligation of confidentiality by any person or entity. Contractor recognizes and acknowledges that the Confidential Information is valuable, confidential, proprietary, and essential to successful and effective conduct of the Client's operations. Contractor shall not, during the term of this Agreement or at any time thereafter, disclose any Confidential Information to any person, firm or entity, for any reason or purpose whatsoever. Without limiting the foregoing, upon termination of the Independent Contractor relationship or for any reason whatsoever, Contractor shall promptly return any and all copies of all written material, documents, manuals, lists, computer software, computer files, computer disks and other material of every kind and nature in Contractor's direct or indirect possession or control, whether created by Contractor or any other person, obtained or created as a result of the relationship with the Client, which contains Confidential Information. Notwithstanding the foregoing, Contractor may disclose Confidential Information to the most limited extent necessary to comply with a valid subpoena issued by a court of competent jurisdiction, except that prior to such disclosure Contractor shall give the Client immediate written notice of a subpoena and cooperate with any attempt by the Client to quash or otherwise limit the subpoena.

11. **Governing Law.** This Agreement shall be governed by laws in the State of Kansas without reference to its choice of law provisions, and shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assignees.

12. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when personally delivered to the other party or to the other party's last known address, when sent by facsimile or email to the last known address of the other party, or three mail-delivery days after being sent by certified or registered mail, postage prepaid, to the last known address of the other party.

**THIS IS A LEGALLY BINDING AGREEMENT. READ CAREFULLY BEFORE EXECUTING.**

IN WITNESS WHEREOF, Contractor and the Client have executed this Agreement as of the day and year first written above.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Shannon Martin

By: \_\_\_\_\_  
Name: Shannon Martin  
Title: Grant Writer

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