

INDEPENDENT CONTRACTOR AGREEMENT

I. **THE PARTIES.** This Independent Contractor Agreement ("Agreement") made this ____ day of _____, 20__ is by and between:

Contractor: Nick Hunter with a mailing address of
Ashland City, TN 37015 ("Contractor"), and

Client: The Town of Ashland City with a mailing address of 233 Tennessee Waltz Pkwy Suite 103 Ashland City, TN 37015 ("Client").

In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Contractor and Client agree as follows:

II. **SERVICES.** The Contractor shall provide the following services to the Client:

Traffic School Instructor

III. **TERM.** The services shall begin on this ____ day of _____, 20__ and end: (check one)

- When the services are complete.
- On the date of _____.
- Other When another officer is certified

IV. **TERMINATION.** Either the Client or the Contractor:

- Cannot terminate this Agreement unless either party breaks its terms.
- Can terminate this Agreement, without cause, by giving the other Party 45 days' notice and providing their obligations up until termination.

V. **COMPENSATION.** In exchange for the services provided by the Contractor, the Client agrees to pay the following: (check one)

- \$ 250.00 / Class.
- \$ _____ for the services.
- Commission in the amount of: _____.
- Other: With a minimum of four (4) hours per class.

VI. **OTHER EXPENSES.** The Contractor agrees that no other expenses will be paid for on behalf of the Client including, but not limited to, travel or meal reimbursement.

- VII. INDEMNIFICATION.** The Contractor shall indemnify and hold the Client harmless from any loss or liability as allowed by law from performing the Services under this Agreement.
- VIII. OTHER BUSINESS ACTIVITY.** The Contractor may engage in other business activities provided, however, that Contractor shall not during the term of this Agreement solicit the Client's employees, clients, accounts, or other related business endeavors of the Client.
- IX. ASSIGNMENT.** Neither the Client nor the Contractor may assign this Agreement without the express written consent of the other party.
- X. RELATIONSHIP DEFINED.** Nothing in this Agreement shall indicate the Contractor is a partner, agent, or employee of the Client. The Client employs the Contractor as an independent contractor, and the Contractor hereby accepts.
- XI. OTHER AGREEMENTS.** It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.
- XII. LEGAL NOTICE.** All notices or required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail – Return Receipt Requested, postage prepaid, addressed those mentioned in Section I.
- XIII. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws under the state of Tennessee.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Contractor's Signature: _____ Date: _____
Print Name: _____

Client's Signature: _____ Date: _____
Print Name: _____