

**FROSTBURG STATE UNIVERSITY FOUNDATION**  
Independent Contractor Agreement  
With

(Hereinafter Contractor)

Witnesses that, for and in consideration of the mutual covenants herein contained, be it agreed by and between the parties hereto as follows:

This contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Fund Name) Hereinafter FSUF and the Contractor.

**ARTICLE I: DECLARATION AS AN INDEPENDENT CONTRACTOR-** The party performing the job declares to be an independent contractor and the FSUF has no right to control the method or manner of the job controlled by the contractor. The contractor has the right to hire or fire assistants; will treat assistants as its own employees and will comply with tax requirements for assistants; Contractor is solely responsible for providing the labor to achieve the intended results; is paid by the job rather than the hour; provides skilled labor; set his/her own hours; is free to work for other persons or firms; advertises to the public as an independent contractor; furnishes own tools; works off his/her own premises and does not require supervision.

**ARTICLE II: TERM**

The term of this contract shall be from \_\_\_\_\_ through \_\_\_\_\_.

**ARTICLE III: SCOPE OF JOB**

The Contractor agrees to perform the job described as follows:

**ARTICLE IV: COMPENSATION-** The FSUF agrees to pay the Contractor for the job a sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for performance of the services set forth in Article III. Said compensation is to be paid at the completion of the job.

**ARTICLE V: AGENTS FOR FSUF-** The FSUF does not consider the Contractor to be an agent or employee. As such, the FSUF is not responsible for taxes generally associated with employment. The contractor cannot commit the FSUF to any expenditure of funds or enter into any contractual obligation on behalf of the FSUF.

**ARTICLE VI: TERMINATION-** If the contractor fails to fulfill (his/her) obligations under this contract properly and on time, or otherwise violates any provision of the contract, the FSUF may terminate the contract by written notice to the contractor. In the event this work project requires the contractor to work with juveniles, then the disclosure statement on the reverse side must also be completed.

**ARTICLE VII: MERGER-** This contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter other than those contained herein or incorporated herein by reference.

**ARTICLE VIII: INSURANCE-** This contract in no way obligates the FSUF or any other entity to provide liability, medical, hospital, or any form of insurance coverage for the contractor during the contractual period.

Do you, the Contractor have a Workers' Compensation or Liability Certificate of Insurance?

No \_\_\_ or Yes \_\_\_, if yes attach a copy to this contract.

**ARTICLE IX: ETHICS LAW DISCLOSURE-** Do you the Contractor have any relationship to FSU or the FSUF that should be reviewed to be in accordance with the provisions of the State Ethics Law... e.g....FSU Employee, Immediate Relation to FSUF Board of Directors, etc...

No \_\_\_ or Yes \_\_\_, if yes state: \_\_\_\_\_.

This contract has been offered based on the ability of the said Contractor to perform said job. In Witness Whereof, the parties have executed this contract by causing the same to be signed on the day and year first written above.

**CONTRACTOR MAILING INFORMATION**

**ACCEPTED BY THE SIGNATURES OF:**

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

**ACCOUNT DIRECTOR**

\_\_\_\_\_

\_\_\_\_\_

**EXECUTIVE DIRECTOR**

SSN/TIN: \_\_\_\_\_

**W-9 Attached: \_\_\_\_\_ (Required) – Form can be downloaded here: <https://www.irs.gov/forms-pubs/about-form-w9>**

*An Authorization to Pay form must be completed by Account Director before payment is made to the address shown.*

## DISCLOSURE

I \_\_\_\_\_,  
hereby declare or affirm under Penalty of Perjury that I (**check appropriate response**) \_\_\_ **have** \_\_\_ **have not**  
been convicted of (nor am I the subject of pending charges for) the commission of attempt to commit:  
Murder; Child Abuse; Rape; Child Pornography; Child Abduction; Kidnapping of a child; Manufacturing or  
distributing a controlled dangerous substance; possession with the intent to manufacture, distribute, or dispense  
a controlled dangerous substance; Hiring, soliciting, engaging, or using a minor for the purposes of  
manufacturing, distributing, or delivering a controlled dangerous substance; or a Sexual Offense, defined under  
Article 27, Subsection 464, 464A, 464B, 464C of the Annotated Code of Maryland or an equivalent offense  
and I further certify that I am the person whose signature is affixed below.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)