

MANZANO BAND BOOSTER INDEPENDENT CONTRACT AGREEMENT

This Independent Contract Agreement is made the ___ day of _____, 20___, by and between _____, hereinafter called the CONTRACTOR and the Manzano Band Boosters, hereinafter called the BOOSTERS.

WHEREAS:

The BOOSTERS are a not-for-profit group who provide financial and volunteer support to the Manzano High School Band, Albuquerque, New Mexico; and,

The CONTRACTOR can provide the Manzano High School Band with needed services and desires to enter into a relationship with the BOOSTERS as an independent contractor and not an employee.

NOW, THEREFORE, the CONTRACTOR and BOOSTERS agree as follows:

SCOPE OF WORK: The CONTRACTOR will provide and furnish all the labor, incidental materials, necessary tools, expendable equipment and transportation services required to perform and complete the work required. It is agreed that the BOOSTERS do not have an exclusive relationship with the CONTRACTOR and the CONTRACTOR is free to pursue similar work at other locations. The CONTRACTOR will be responsible for completing the agreed upon activities listed below:

Any and all work as requested or required by the band director.

COMPENSATION: Both parties agree to the following financial terms for services rendered.

The BOOSTERS will pay the CONTRACTOR for performance of the listed services the total amount of _____ after the director of the bands ensures that the number of hours worked are accurate and the quality of the work is satisfactory. Payments may be made in installments when timesheets are turned in. (Example: CONTRACTOR wants to turn in timesheets monthly for 4 months so total amount will be divided into 4 equal payments.)

The CONTRACTOR is responsible for completing a 1099 Form, a W-9, and delivering a timesheet of hours worked to the director of the bands who will then forward to the BOOSTERS for payment. The CONTRACTOR agrees to turn the timesheet(s) in

no later than 30 days after the completion of their contract or as agreed upon by both parties, i.e., monthly or every other month. *See attached 1099 form.*

The timesheet must include the CONTRACTOR's complete contact information, hours worked, and date hours were worked.

The CONTRACTOR will be responsible for his or her own federal and state taxes, FICA, workman's compensation insurance, health insurance and/or personal liability insurance and unemployment insurance, where applicable.

TERMS AND NOTICE: the term of this agreement shall be from the date shown on page one through end of marching season as deemed by band director.

If either party wishes to terminate this agreement with or without cause before the full term, written notice must be given with at least 2 weeks notice of termination.

This agreement constitutes the entire agreement between the parties with respect to the work involved. Any prior written or verbal agreements between the parties pertaining to the subject matter of this agreement are hereby canceled and superseded by this agreement.

This agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instruments.

Signed this ____ day of _____, 20__.

Representing Manzano Band Boosters

Title

Contractor