



WINTON WOODS  
CITY SCHOOL DISTRICT

## Independent Contractor Provider Agreement

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between, **Winton Woods City School District** located in Cincinnati, Ohio hereinafter referred to as "District", and \_\_\_\_\_ hereinafter referred to as "Independent Contractor Provider", collectively referred to as the "Parties".

### ***STATUS OF INDEPENDENT CONTRACTOR PROVIDER***

This Agreement does not constitute a hiring by either party. It is the parties' intention that Independent Contractor Provider shall have an Independent Contractor Provider status and not be an employee of Winton Woods City School District. Independent Contractor Provider shall retain sole and absolute discretion in the manner and means of carrying out their activities while on or around Winton Woods City School District premises. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by Independent Contractor Provider unless specifically authorized in writing. Independent Contractor Provider shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

It is agreed that Independent Contractor Provider shall perform its activities as an Independent Contractor Provider with sole control of the manner and means of performing the activities while on or around Winton Woods City School District premises. Independent Contractor Provider shall conduct its activities according to its own methods of work which shall be in the exclusive charge and control of Independent Contractor Provider and which shall not be subject to control or supervision by the Winton Woods City School District. Independent Contractor Provider is, for all purposes arising out of this Agreement, an Independent Contractor Provider, and neither Independent Contractor Provider nor its employees shall be deemed an employee of the Winton Woods City School District for any purpose. It is expressly understood and agreed that Independent Contractor Provider and its employees shall in no event be entitled to any Winton Woods City School District benefits to which Winton Woods City School District employees are entitled, including, but not limited to overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

### ***SAFE WORK ENVIRONMENT***

Independent Contractor Provider agrees that it will comply with all health and safety laws, right-to-know laws, regulations, ordinances, directives and rules imposed by controlling federal, state, and local government, and that it will immediately report all accidents and injuries to Winton Woods City School District

### ***INDEMNIFICATION***

To the fullest extent permitted by governing law, Independent Contractor Provider shall defend and indemnify Winton Woods City School District and its officers, agents, employees and volunteers (collectively "Winton Woods City School District Parties"), against any and all claims, deductibles, demands, liability, judgments, awards, fines, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the activities of Independent Contractor Provider arising either directly or indirectly from any act, error, omission or negligence of Independent Contractor Provider or its

officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive, of Winton Woods City School District.

Additionally, Independent Contractor Provider further agrees to defend, indemnify and hold harmless Company for any and all claims arising out of any injury, disability, or death of any of Independent Contractor Provider's employees or agents. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any sole negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Agreement.

### ***INDEPENDENT CONTRACTOR PROVIDER'S INSURANCE***

**General Insurance Requirements** – Independent Contractor Provider agrees to obtain and maintain at its own expense throughout the term of the Agreement and through any applicable statute of limitations the following insurance coverage. The insurance company must have a rating of at least A, Financial Size Category X as defined by A.M. Best Company and be “admitted” in the State of Ohio.

The Required Insurance as outlined below shall cover Independent Contractor Provider, its authorized representatives, employees, agents and any other person (including its authorized representatives, employees and agents) performing any activities on or around Winton Woods City School District premises. Independent Contractor Provider shall cause each Sub-Independent Contractor Provider retained by Independent Contractor Provider to purchase, obtain and maintain the Required Insurance prior to commencing any portion of the activities. Such insurance shall be maintained during the period of time Upon request of Company, Independent Contractor Provider shall provide Company with copies of certificates of insurance evidencing the Required Insurance for Independent Contractor Provider and each sub-Independent Contractor Provider.

- **Workers' Compensation and Employers Liability Insurance** – Independent Contractor Provider agrees to provide workers' compensation and Employers Liability insurance for Independent Contractor Provider's employees and agents and/or sub-Independent Contractor Providers as required by any applicable workers compensation laws or statutes during the performance of activities by Independent Contractor Provider or its agents while on or around Winton Woods City School District premises. Such insurance shall be endorsed to provide for a Waiver of subrogation in favor of Company.
- **General Liability Insurance** – Independent Contractor Provider agrees to maintain a policy of General Liability Insurance (which includes, but is not limited to, premises, operations, Independent Contractor Providers, products-completed operations, personal injury and advertising injury and contractual liability coverage) in the minimum amount of \$1,000,000 dollars each occurrence and \$2,000,000 general aggregate to cover any negligent acts committed by Independent Contractor Provider or Independent Contractor Provider's employees or agents during the performance of any activities on or around Winton Woods City School District premises. Such policies shall name Winton Woods City School District as an Additional Insured on a primary and non-contributory basis and shall provide for thirty (30) days prior written notice to Winton Woods City School District of any cancellation or material change. Waiver of subrogation in favor of Winton Woods City School District shall be provided on said policies.
- **Independent Contractor Provider's Property** – Independent Contractor Provider shall bear the entire risk of loss or damage to Independent Contractor Provider's property or equipment regardless of cause. Independent Contractor Provider shall purchase and maintain in force, appropriate property insurance for its own equipment and materials or equipment and materials of others while said property is located at any Winton Woods City School District premises. Further, Independent Contractor Provider waive all rights against Winton Woods City School District, officers, directors, agents, and employees for recovery for damages caused by fire and other perils to the extent

covered by property insurance purchased pursuant to the requirements of this Paragraph or any other property insurance applicable.

- **Vehicle Liability Insurance** - Where Independent Contractor Provider requires the use of a vehicle(s) in the performance of his /her activities while on or around Winton Woods City School District premises, Independent Contractor Provider will, at all times during the term hereof and at its own expense, keep in full force and effect automobile liability insurance, in amounts of at least \$1,000,000 each accident for property damage, bodily injury or death. Independent Contractor Provider’s Auto Liability policy shall cover all owned or leased vehicles operated by Independent Contractor Provider or a subcontractor to Independent Contractor Provider
- **Vehicle Physical Damage** – Independent Contractor Provider and/or its assigns assumes and shall bear the entire risk of loss or damage to Independent Contractor Provider’s vehicle(s) and related vehicle equipment while operating said vehicle(s) or vehicle related equipment on or around Winton Woods City School District premises.

**PERSONS HIRED BY INDEPENDENT CONTRACTOR PROVIDER**

All persons hired by Independent Contractor Provider to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of Independent Contractor Provider unless specifically indicated otherwise in an agreement signed by all parties. Independent Contractor Provider shall immediately provide proof of Workers’ Compensation insurance covering said employees, Commercial General Liability and Auto Liability insurance, upon request of the Company.

**REPRESENTATION**

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

**PARTIAL INVALIDITY**

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by, and construed under, the laws of the State of: \_\_\_\_\_.  
Jurisdiction and venue for all purposes shall be in the County of \_\_\_\_\_, State of \_\_\_\_\_.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_.

\_\_\_\_\_  
Independent Contractor Provider’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Independent Contractor Provider’s Name  
Printed

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

