

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is made this ____ day of _____, 20____, by and between The Diocese of St. Petersburg (hereinafter called "Diocese") and _____ (hereinafter called "Contractor");

1. Purpose of Contract: Diocese is desirous of having the following Contractor serve as a personal chef and provide food preparation/meal as follows:

2. Payment: For the work and/or services, Diocese agrees to pay to Contractor upon the following terms:

3. Independent Contractor Status: Diocese hereby declares that Diocese is interested only in the results obtained, and the Contractor shall perform such work and services in such manner as Contractor, in Contractor's sole control and judgment, deems appropriate. To that end, Contractor shall complete this Contract according to Contractor's own means and methods of work, which shall be the exclusive charge and control of Contractor. Diocese does reserve the right to approve the results of said work and/or services, and Diocese further reserves the right to inspect any documents or results of such work upon such times as are deemed reasonable.

4. Benefits: Contractor understands that as an independent contractor, he/she is not entitled to participate in any benefits offered through the Diocese's programs, including health and pension, worker compensation, unemployment.

5. Materials: Diocese shall furnish the following materials for Contractor's use (none unless stated):

Contractor shall furnish all other materials and other items necessary to carry out the terms of this Contract.

6. **Insurance:** Contractor shall maintain sufficient insurance satisfactory to Diocese and as may be required by law to protect Contractor and Diocese from and against all claims and actions which may arise as a result of this Contract. Additionally, Contractor shall furnish all necessary worker's compensation insurance coverage and unemployment compensation insurance coverage, furnishing certificates of all such insurance to Diocese, as applicable.

7. **Indemnification:** Contractor agrees fully to exonerate, indemnify and hold harmless the Diocese from and against all claims, or actions and all expenses incidental to the defense of any such claims and actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by the conditions created hereby. Contractor specifically agrees to exonerate, indemnify and hold harmless the Diocese from and against, and shall assume full responsibility for payment of, all Federal, State and local taxes or contributions imposed or inquired under unemployment insurance, social security and income tax laws with respect to Contractor's employees engaged in the performance of this Contract and any worker compensation claim.

8. **Responsibilities of Diocese:**

- A) To pay the compensation to Contractor as agreed.
- B) To designate a contact person for communication with Contractor.
- C) Other:

9. **Responsibilities of Contractor:**

- A) Comply with the Diocesan policy of finger-print background screening and safe environment training for all employees, agents, and/or staff serving the Diocese for the services of this Agreement and furnish the results to the Diocese principal or other person designated by the principal.
- B) Furnish all labor, work and/or services described in Paragraph 1 above in a reasonably prudent manor and comply with all applicable laws (Federal, State and/or Local) including any licensing requirements and furnish copies to the Diocese.
- C) Other:

10. **Completion Date:** The work to be performed under this Contract shall be commenced upon _____, 20____, and shall be completed on _____, 20____. IT IS UNDERSTOOD BETWEEN

THE PARTIES THAT TIME IS OF THE ESSENCE. However, Diocese may cancel this Agreement at any time upon _____ days notice.

11. **Confidentiality:** Contractor shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters, trade secrets, methods of operation, proprietary information or any other information of the Diocese except what is required to fulfill his duties as an Contractor. Contractor upon the cessation of this Agreement, irrespective of the time, manner or reason of termination, will immediately surrender and deliver to Diocese all lists, books, records, memoranda and data of every kind relating to all proprietary information and all property belonging to the Diocese.

In the event of a breach or a reasonably threatened anticipatory breach by Contractor of the provision of this paragraph, Diocese shall be entitled to an injunction restraining Contractor from using or disclosing, in whole or in part, the aforesaid information. Nothing herein shall be construed as prohibiting Diocese from pursuing any other remedies available to Diocese for such breach or threatened breach including the recovery of damages from Contractor. Contractor shall be obligated to pay Diocese's attorney fees and all costs of litigation for any action pertaining to this paragraph."

12. **Miscellaneous:**

A. "Severability". If any of the provisions of this Contract shall be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, nor any other instrument referred to in this Contract, shall be affected thereby, but shall be enforced to the maximum extent permitted by law.

B. "Governing Law; Venue". This Contract is delivered in Pinellas County, Florida and the provisions are to be governed by the laws of the State of Florida. The parties agree that venue will rest in Pinellas County, Florida.

The parties hereto have caused this Contract to be executed and delivered on the day and year first set forth above.

Diocese:

Contractor:

By: _____

Print Name: _____

Print

Name: