

SISKIYOU MEDIA COUNCIL

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is entered into between **Siskiyou Media Council** ("SMC"), a non-profit organization doing business at 800 College Avenue, Weed, CA 96094, and the following Independent Contractor:

[Name]	[SSN or Tax ID#]
[Address]	

[City, State, Zip]	[Phone #]
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ARTICLE I: SPECIAL PROVISIONS

1. **PURPOSE OF AGREEMENT:** Siskiyou Media Council ("SMC") and _____ ("Contractor") (collectively "the Parties" to this Agreement) hereby enter into this Agreement for technical and/or professional services.
2. **TERM OF AGREEMENT:** This Agreement shall be effective from _____ through _____, unless terminated earlier in accordance with the provisions of Article II, Paragraphs 6 or 7 of this Agreement.
3. **INDEPENDENT CONTRACTOR SERVICES AND BILLING RATES:** In consideration for payment to be made by SMC, Contractor agrees to provide the following professional and/or technical services:
 - a. _____:
 - b. _____:
 - c. _____:
4. **PAYMENT FOR SERVICES:** In consideration for professional services to be performed by Contractor, SMC agrees to pay Contractor not more frequently than monthly, in arrears, upon receipt from Contractor's invoice(s) and approval by the Executive Director, at the rates set forth above. It is Contractor's responsibility to submit invoices to SMC no later than 60 days after performance of the work. It is SMC's responsibility to pay such invoices within sixty (60) days of actual receipt.

Contractor's final invoice shall be submitted no later than thirty (30) days after termination of this Agreement, and SMC shall have no obligation to pay invoices submitted after that date.

ARTICLE II: GENERAL PROVISIONS

1. **INDEPENDENT CONTRACTOR STATUS:** It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer, representative or partner of SMC. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between SMC and Contractor or any employee or agent of Contractor. The Parties acknowledge that neither Contractor nor its employees are employees of SMC for state or federal tax purposes. Contractor and its employees retain the right to perform services for other clients during the term of this Agreement.
2. **EXPENSES:** Contractor shall be responsible for all costs and expenses incident to performing services for SMC, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's cost of doing business. SMC shall be responsible for no expenses incurred by Contractor in performing services for SMC.
3. **METHODS AND MANNER OF PERFORMANCE:** Contractor shall perform the services under this Agreement within the standards of his profession. Contractor shall comply with all applicable federal, state and county laws, regulations, guidelines and ordinances. Contractor will determine the method, details, and means of performing the professional and technical services described in this Agreement.
4. **TOOLS AND INSTRUMENTALITIES:** Contractor will determine the appropriate tools and instrumentalities required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from SMC.
5. **STATE AND FEDERAL TAXES:** As Contractor and its employees are not SMC employee or employees, Contractor is solely responsible for paying all required state and federal taxes. In particular:
 - SMC will not withhold FICA (Social Security) from Contractor's payments;
 - SMC will not make state or federal unemployment insurance on Contractor's behalf;

- SMC will not withhold state or federal income tax from payment to Contractor;
- SMC will not make disability insurance contributions on behalf of Contractor;
- SMC will not obtain workers' compensation insurance on behalf of Contractor.
- SMC will no make any contributions to any retirement plan on behalf of Contractor.

Contractor assumes responsibility for paying all of the above amounts for itself and its employees, and agrees to indemnify and hold SMC harmless for any such expenditure.

6. **TERMINATION OF AGREEMENT:** This Agreement, or any portion or work project undertaken under this Agreement may be terminated at the option of either party, upon delivery of thirty (30) days' written notice by the terminating party to the other party, whether or not the services or project has been completed. In the event of early termination by SMC, Contractor shall be paid for all pre-approved, satisfactory work completed prior to Contractor's receipt of written notice of termination.
7. **TERMINATION FOR DEFAULT:** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, SMC, at SMC's option, may terminate this Agreement by giving written notification to Contractor. For the purposes of this section, material breach of this agreement shall include, but not be limited to the following:
 - A. Failure to perform the services under this Agreement in accordance with the industry and/or professional standards applicable to Contractor's services.

Should SMC/ default in the performance of this Agreement or materially breach any of its provisions, Contractor, at the Contractor's option, may terminate this agreement by giving written notice to SMC. For the purposes of this section, material breach of this agreement shall include but not be limited to the following: Failure to pay Contractor all or part of the compensation set forth in this Agreement within sixty (60) days from the date payment is due.
8. **INTERFERING CONDITIONS:** Contractor shall promptly and fully notify SMC of any condition which interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
9. **PROFESSIONAL CONDUCT:** The Parties agree that they shall adhere to high ethical standards, and avoid situations that create an actual or potential conflict between the Contractor's interests and the interests of SMC. Both the fact and the

appearance of a conflict of interest should be avoided. For example, Contractor agrees not to accept contractual work with SMC clients whom Contractor meets through SMC. Contractor agrees to confer with SMC if such a potential conflict or appearance of conflict arises. Either party may terminate this Agreement immediately upon written notice if this provision is violated by the other party.

10. **CONFIDENTIAL INFORMATION:** Other than in the performance of this Agreement, neither Contractor nor Contractor's agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of SMC (whether in written, oral, electronic or other form), which is obtained from SMC or otherwise prepared or discovered either in the performance of this Agreement, through access to SMC Assets/Systems, or while on SMC premises. As used herein, the term "confidential information" shall include, without limitation, all Work Product, all information designated by SMC as confidential, all information or data concerning or related to SMC's products (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any Information Assets/Systems (including computers, networks, voice mail, etc.) which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary.
11. **WORK PRODUCT:** "Work Product" means models, devices, computer programs, tooling, schematics and other diagrams, video productions, documentary films and anything else the Contractor, its agents, employees, and subcontractors produce or develop specifically for SMC or its clients in connection with this Agreement. All Work Product will belong to SMC. Contractor, its agents, employees, and subcontractors will deliver all Work Product to SMC upon the earlier of the expiration/termination of this Agreement or SMC's request.
12. **PRE-EXISTING INTELLECTUAL PROPERTY:**
 - A. "Pre-Existing Intellectual Property" means any trade secret, invention, work of authorship, mask work or protectable design that has already been conceived or developed by anyone other than SMC before the Contractor renders any services under this Agreement.
 - B. The Contractor will not use any Pre-Existing Intellectual Property in connection with this Agreement unless the Contractor has the right to use it for SMC's benefit. If the Contractor is not the owner of such Pre-Existing Intellectual Property, the Contractor will obtain from the owner any rights necessary to enable the Contractor to lawfully use the Intellectual Property.
 - C. If the Contractor uses any Pre-Existing Intellectual Property in connection with this Agreement, Contractor hereby grants SMC non-exclusive, royalty-free, worldwide, perpetual license to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of, and disclose the Property and to sub license others to do these things.
13. **INDEMNIFICATION:** The Contractor will give SMC notice immediately if at any time the Contractor knows or reasonably should know of any third party claim to any intellectual property provided by the Contractor to SMC pursuant to this Agreement. The

Contractor will indemnify, defend and hold harmless SMC from all liability arising from SMC's use of such intellectual property.

14. **PERPETUAL OBLIGATIONS:** The obligations under this Article continue perpetually and survive the termination or expiration of this Agreement. The provisions of this Article relating to use and disclosure shall not apply to any information that:
 - 1.) Is rightfully known to Contractor prior to disclosure to SMC;
 - 2.) Is rightfully and lawfully obtained by Contractor from any third party; or
 - 3.) Is or becomes available to the public without restrictions.
15. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor to another without the prior written consent of SMC.
16. **NOTICES:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.
17. **ENTIRE AGREEMENT:** This Agreement supersedes any and all prior agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for SMC and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, 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 will be effective only if it is in writing signed by the party to be charged.
18. **SEVERABILITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
19. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. **ATTORNEYS' FEES**: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

**For
CONTRACTOR:**

**For
SISKIYOU MEDIA COUNCIL**

Company Name

Owner

Deborra Brannon, Executive Director

Dated: _____

Dated: _____