

**INDEPENDENT CONTRACTOR AGREEMENT**

AGREEMENT dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between Elon University (hereinafter "the University") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "the Independent Contractor").

Following is an outline of our agreement and a brief summary of the terms of the arrangement which we have discussed.

The Independent Contractor has been retained by Elon University as an independent contractor until completion of the following project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Independent Contractor shall be responsible for successfully completing the above project according to schedule, following specifications, and within the policy guidelines discussed.

The above project is to be completed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (month &day), \_\_\_\_\_\_\_\_\_ (year), at a cost not to exceed the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_). As per agreement, you will invoice us for your services rendered at the end of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*each month or project, etc.*).

Any taxes, FICA, or other deductions which we are legally required to make from the pay of regular employees will not be withheld from your payments. As an independent contractor, you will not be entitled to any fringe benefits that would be offered to regular employees including unemployment insurance, medical insurance, pension plans, and other benefits.

The Independent Contractor agrees hereby to indemnify and hold harmless the University from any and all claims by the Independent Contractor which may arise out of and in the course of the performance of his/her duties hereunder. Any and all claims for unemployment benefits and or claims for workers' compensation benefits are hereby expressly waived by the within Independent Contractor who agrees to maintain separate policies of liability, health, and accident insurance as may be necessary or required by the University in connection with the performance of its duties herein.

The Independent Contractor is employed by the University only for the purposes and to the extent set forth in this Agreement, and his/her relation to the University shall, during the period or periods of his/her employment and services hereunder, be that of an independent contractor. The Independent Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours as he is not obligated to devote hereunder to the University in such manner as he sees fit and to such persons, firms, or corporations as he deems advisable. The Independent Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the University pertaining to or in connection with any insurance, pension, stock, bonus, profit-sharing, or similar benefits for their regular employees.

Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Independent Contractor in accordance with his/her independent and professional judgment. The Independent Contractor shall perform his/her services in a good and workmanlike manner and in accordance with generally accepted practices.

The university seeks to provide an educational community and workplace free of prohibited discrimination and harassment.  To that end, it has adopted the following **nondiscrimination statement**: “Elon University does not discriminate on the basis of age, race, color, creed, sex, national or ethnic origin, disability, sexual orientation, gender identity, or veteran’s status (collectively, “Protected Categories”) in the recruitment and admission of students, the recruitment and employment of faculty and staff, or the operation of any of its programs.” Consistent with our nondiscrimination statement, the university does not tolerate discrimination or harassment of employees, students or other individuals associated with the University including, but not limited to, vendors, contractors, and guests on the basis of any of these Protected Categories.

This Agreement shall be construed in accordance with North Carolina law and shall constitute the entire Agreement between the parties.

Agreed:

**Elon University Independent Contractor**

*(Signature) (Signature)*

Jeff Hendricks

*(Printed Name) (Printed Name)*

*(Date) (Date)*