

HOFSTRA UNIVERSITY

**Independent Contractor Agreement**

Name of Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Social Security or Tax I.D. Number: \_\_\_\_\_

THIS INDEPENDENT CONTRACTOR AGREEMENT (together with any attachments referred to below, the "Agreement") is dated as of \_\_\_\_\_, 201\_\_, by and between Hofstra University, a not-for-profit New York State corporation ("University") and the independent contractor named above ("Contractor").

1. Project. Contractor agrees to perform the work described in Attachment A (the "Work"), which is incorporated herein by reference. If the terms of Attachment A and this Agreement conflict in any way, this Agreement shall control. Contractor shall, to the best of his/her ability, render the services described in the Work in a timely and professional manner consistent with standards of higher education. Subject to the foregoing, the manner, method and means by which Contractor chooses to complete the Work are in Contractor's sole discretion and control. Contractor shall furnish all equipment and materials to perform the Work.
2. Contractor Warranties. Contractor warrants that s/he has reviewed the Project and represents that s/he is a New York State certified athletic trainer who is properly trained and equipped to perform or provide all the various services required by the Project. Contractor further warrants that s/he is not debarred or suspended by any professional association or any other agency with oversight responsibility for athletic trainers. Contractor agrees to provide proof of certification prior to commencing the Work.
3. Compensation and Expenses. University will pay Contractor the amount and manner set forth in Attachment A for satisfactorily rendered Work in accordance with the following:
  - a. To be considered for payment by University, invoices must contain: (i) invoice number; (ii) invoice date and billing period; (iii) Name of Contractor/Contractor Company; (iv) Contractor's Tax Identification Number; (v) description of Work; and (vi) total due on invoice.
  - b. Subject to the terms of this Agreement, University shall pay each properly prepared invoice no later than thirty (30) days after receipt and acceptance by the University.
  - c. Invoices shall be submitted to University representative designated on Attachment A, which representative may be changed from time to time. University will promptly notify Contractor of any such change.
4. Indemnification. Contractor, on behalf of itself, its agents, and employees, agrees to indemnify and hold harmless University, its trustees, directors, employees, representatives, and agents from and against all claims, damages, liability (including statutory liability), losses and expenses including but not limited to attorney's fees, arising out of or resulting from (a) injury and/or death of any person or damage to or loss of any property, caused in whole or in part by a negligent act or omission of the Contractor, Contractor's invitees or guests, any subcontractor, or anyone directly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder; or (b) Contractor's failure to perform any of its obligations under this Agreement; or (c) Contractor's breach of the warranties stated in section 2 of this Agreement. The foregoing indemnity shall include injury or death of any employee, agent, invitee or guest of Contractor and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Worker's Compensation, Disability Benefits or other similar employee benefits acts. Contractor shall waive its

right of subrogation against University, its trustees, directors, officers, employees, servants, representatives and agents applicable to any claims brought against the University by Contractor's employees, agents, invitees or guests. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement unless specifically waived in writing by University after such expiration or termination.

5. Insurance. Contractor shall secure and maintain the following insurance policies in full force and effect during the term of the agreement:

(a) Appropriate professional liability insurance for itself and its employees, insuring that each professional retained to provide services at University maintains professional liability coverage meeting or exceeding \$1,000,000 per occurrence and \$3,000,000 in the aggregate providing coverage for damages arising out of acts, errors or omissions of Contractor and its employees. If coverage is terminated after termination of this contract, an extended reporting period shall be purchased for a minimum of two (2) years.

(b) Commercial General Liability insurance for limits of \$1,000,000 per occurrence Bodily Injury and Property Damage Combined, \$2,000,000 General Aggregate limit per location or project, including sexual abuse/molestation and terrorism coverage. The policy shall be written on an occurrence basis with no deductible. The policy shall also include full coverage for injury to participants for the full limit of the policy.

(c) Umbrella Liability Insurance at not less than a \$ 3,000,000 limit providing excess coverage over all limits and coverages noted in paragraph (b) above. This Policy shall be written on an occurrence basis.

(d) All policies shall be endorsed to include a waiver of subrogation in favor of University and to name University as "additional insured". Definition of additional insured shall include all Partners, Officers, Directors, Employees, Agents and Representatives of the named entity including its managing agent. Further, coverage for the additional insured shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

All policies noted above shall be written with insurance companies licensed to do Business in the State of New York and rated no lower than A:10 in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and shall be in form and substance acceptable to University.

Contractor shall give University 30 days notice regarding any change, cancellation or non-renewal of any coverages. Any words limiting notice "to best efforts, endeavor to advise, not responsible to notify, etc." will result in the certificate being rejected.

Contractor shall furnish University with Certificates of Insurance evidencing compliance with all provisions noted above at the signing of this contract.

All certificates or policy termination notices should be delivered to:

James Spero  
Assistant Vice President for Financial Affairs  
128 Hofstra University  
Room 100F Phillips Hall  
Hempstead, New York 11549-1280

**FAILURE TO COMPLY WITH ANY OF THE INSURANCE PROVISIONS NOTED ABOVE WILL RESULT IN A BREACH OF THIS AGREEMENT BY CONTRACTOR.**

6. Independent Contractor Status. Contractor acknowledges and represents that the relationship of Contractor to University is that of an independent contractor, and nothing in this Agreement shall be

construed as making Contractor an employee of University or to empower Contractor to bind or obligate University in any way or as creating any other relationship. Contractor shall comply with all laws and assume all risks incident to its status as an independent contractor. Contractor covenants and agrees to pay all applicable federal, state and local income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Contractor's protection in connection with Work performed under this Agreement; no such taxes or fees shall be withheld or paid by University on behalf of Contractor. Contractor acknowledges and agrees that it is responsible for paying, according to applicable law, Contractor's income taxes, if any. Contractor further acknowledges and agrees that it may be liable for self-employment (social security) tax, to be paid by Contractor according to applicable law. Contractor hereby agrees to indemnify, hold harmless and defend University against any and all such liability, taxes or contributions, including, without limitation, penalties and interest. No worker's compensation insurance shall be obtained by University covering Contractor nor shall Contractor be entitled to any benefits provided by the University to its employees.

7. Contractor may not promote, market, extol, or otherwise represent an outside business, private practice, product, service, etc. (collectively "Outside Business"), in the course of this Work. This prohibition includes passing out business cards and/or promotional literature for any such Outside Business. In the event you wish to distribute material from some other bona fide organization, prior written permission must be obtained from the University.
8. Termination. Contractor shall render the Work to the University pursuant to the schedule set forth in Attachment A. This Agreement shall terminate upon completion of the Work. University may terminate this Agreement immediately on written notice to Contractor if any of the following circumstances occur: (a) Contractor fails to perform the Work on a timely basis as set forth in Attachment A; (b) Contractor fails to perform any of the other material provisions of this Agreement; (c) Contractor ceases to operate Contractor's business; or (d) a material conflict of interest arises pursuant to paragraph 9.
9. No Conflict of Interest. Contractor represents that no trustee, officer, employee or any other person affiliated with University and having involvement with this Agreement (a) is affiliated with Contractor and (b) received, was promised, or will receive anything of value in connection with this Agreement or performance thereof.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof.
11. Severability. The invalidity in whole or in part of any provisions of this Agreement shall not affect the validity of other provisions.
12. Amendments; Waivers. This Agreement may only be modified in writing, signed by the parties in interest at the time of such modification. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by University or Contractor of the same or any other provision. Either party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.
13. Notices. All notices and demands of any kind which either party may be required or wish to serve on the other in connection with this Agreement shall be in writing and may be served personally or by fax, certified mail, or commercial overnight delivery to the following addresses or fax numbers:

On behalf of Hofstra University:

James J. Spero, Assistant Vice President for Financial Affairs and Controller  
128 Hofstra University

Hempstead, NY 11549  
(516) 463-6870 (fax)  
-and-  
Office of General Counsel  
101 Hofstra University  
Hempstead, NY 11549  
(516) 463-1900 (fax)

On behalf of Contractor:  
[ add name/address of contact]

- 14. Binding Effect. This Agreement shall bind and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.
- 15. Governing Law/Venue. This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of New York, notwithstanding its conflicts of laws provisions. Contractor agrees to submit to the exclusive personal jurisdiction of the state and federal courts located within Long Island, New York with respect to any litigation arising out of this Agreement or Contractor’s Work.

IN WITNESS WHEREOF, University and Contractor, intending to be legally and equitably bound, have caused this Agreement to be executed as of the date first above written.

**HOFSTRA UNIVERSITY**

**CONTRACTOR**

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Name: Catherine Hennessy  
Vice President for Financial

Name: \_\_\_\_\_

Title: Affairs and Treasurer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A-STATEMENT OF WORK

Date of Event: \_\_\_\_\_

Time / Duration of Event: \_\_\_\_\_

Location: \_\_\_\_\_

Fixed Price Contract Amount: \_\_\_\_\_

Designated University Representative: \_\_\_\_\_

Service to be Provided:  
[insert description of work  
to be performed in detail]

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