



THE HUB FOR DIRECT COMMUNITY ACTION

Please submit this form along with an IRS W9 Form for the Contractor referenced if there is not already one on file. The form can be filled out by the Independent Contractor or Project Manager, however all forms must be signed by both the Project Manager and Contractor. Independent Contractors compensated in excess of \$600 in any calendar year will be issued a Form 1099 at the end of the year. Submission of the Independent Contractor Agreement or invoice for work performed does not guarantee approval and/or payment by The Hub. Payment subject to funds available in Project's restricted fund. The Hub reserves the right to terminate this agreement at any time.

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is entered into on _____ (date), by and between _____, an individual, ("Contractor") and the Hub for Direct Community Action ("Sponsor") in regard to the _____ Project.

RECITALS

WHEREAS, the Sponsor's Project, _____, needs to ensure the furtherance of the Project's mission; and

WHEREAS, _____ has agreed to perform work for Sponsor in regards to coordinating program activities to achieve Project goals, under the oversight of the Project Manager and under the ultimate control of The Hub for Direct Community Action's Board of Directors.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Independent Contractor Services. Independent Contractor shall be available and shall provide to the Project professional services in the area of: _____.

Specifically, the Independent Contractor's services shall include, at minimum:

- 2. Consideration. Under this Agreement, the Independent Contractor will receive compensation of: _____.
- 3. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the Sponsor and Independent Contractor. Independent Contractor is not an employee of the Sponsor or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Independent Contractor for the services rendered hereunder. It is understood that the Sponsor will not withhold any amounts for payment of taxes from the compensation of Independent Contractor hereunder. Independent Contractor will not represent to be or hold herself out as an employee of the Sponsor.
- 4. Confidentiality. In the course of performing Independent Contractor Services, the parties recognize that

Independent Contractor may come in contact with or become familiar with information which the Project, Sponsor or its subsidiaries or affiliates may consider confidential Independent Contractor agrees to keep all such information confidential.

5. Term. This Agreement shall commence on _____ and shall terminate on an indefinite day unless earlier terminated by either party hereto. Either party may terminate this Agreement with a 15 day prior written notice.
6. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States at the address set forth below:

Notices to Independent Contractor: _____,
Notices to Sponsor: The Hub for Direct Community Action, PO Box 1372, Cedar Ridge, CA 95924

7. Miscellaneous.

Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of Independent Contractor and the Sponsor and to the Sponsor's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Independent Contractor of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Sponsor.

Governing Law, Severability. This Agreement shall be governed by the laws of the State of California. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

Project: _____

Project Manager Signature: _____

Independent Contractor Signature: _____

Hub Director Signature: _____

Date: _____

The funds available to pay project expenses, including services provided by independent contractors, is limited to the project funds available in the restricted fund for the project indicated on this form, not the general assets of The Hub for Direct Community Action. By signing this form, you agree to indemnify and hold harmless The Hub for Direct Community Action (including legal fees) if you assert a claim against any assets of The Hub other than the funds designated for this Hub Project.