



INDEPENDENT CONTRACTOR AGREEMENT

The Parties make and enter into this Agreement in consideration of the mutual promises and obligations hereinafter set forth.

1. **Parties.** The Parties to this Agreement are the Sun City Grand Community Association Inc., hereinafter the “SCGCA”, 19726 N. Remington Dr. Surprise, AZ 85374, and (the “Independent Contractor”):
Name,
Address,
E-mail;
phone; hereinafter the “Contractor”.
2. **Contractor Services Status.** The Contractor shall perform specialist/instructor services on behalf of SCGCA. The Contractor’s status under this Agreement shall be that of an independent contractor, and not that of an agent or employee; the contractor receives no SCGCA benefits. Contractor warrants and represents that Contractor has complied with all federal, state, and local laws that may be required for Contractor to provide the services as set forth in the Agreement. SCGCA shall not be liable to the Contractor for any expenses Contractor pays or incurs unless otherwise agreed to in writing by SCGCA. Contractor shall supply, at Contractor’s sole expense, all materials and/or supplies reasonably necessary to accomplish the services to be provided.
3. **Term of Agreement.** This Agreement’s term shall being as of the signed date of this Agreement through _December 31, 2017_ (no more than (1) year). Either party may terminate the Agreement at any time by giving thirty (30) days written notice to the other. Contractor shall perform the agreed upon services as an Independent Contractor and nothing in this Agreement shall be construed to be inconsistent with that relationship.
4. **Qualifications and Warranty.** Contractor warrants that Contractor has sufficient education, training, skill, knowledge, ability and experience to competently provide the services identified hereunder. Contractor further warrants that Contractor has satisfied all statutory and regulatory requirements that are necessary to provide the services identified herein, if any. (*Attach copies of all required certifications, must be current*).

5. **Scope of Services.**

Service Provided / Course Title	Present a Grand Learning Course: Course Name
Course Details	

6. **Terms of Payment.** The Contractor will receive payment after his/her services have been performed. The Contractor is responsible to ensure the accuracy of his/her invoices before submission. If there are discrepancies, it is the Contractor's responsibility to correct the invoice before payment is made. Payment of invoices cannot be made until the original signed invoice is received by SCGCA and processed.
7. **Compensation.** As sole compensation for its services performed under this Agreement, SCGCA shall pay the Contractor a flat rate of \$xx (10 students minimum- Should there not be that many students enrolled in the course one week before the course is scheduled to begin, consideration will be given to not offer the course or change the instructor compensation.) that the Contractor actually provides. The rate is for each *scheduled and completed* program provided to SCGCA residents. There are no other wages, commissions, or any other form of reimbursement contemplated, promised, or agreed to between SCGCA and Contractor. Using records/forms provided by SCGCA, the Contractor is responsible for submitting a true account of all services provided within 14 calendar days. After verification by SCGCA, records will be forwarded for payment.
8. **Federal, State and Local Taxes.** Neither federal, state nor local income tax, nor any other payroll tax of any kind shall be withheld or paid by SCGCA on behalf of the Contractor. In accordance with the terms of this Agreement and the understanding of the parties herein, Contractor shall not be treated as an employee with respect to the services provided hereunder for federal, state or local tax purposes. Contractor understands that Contractor is responsible to pay income tax in accordance with federal, state and local law. Contractor further understands that Contractor may be liable for Social Security taxes, to be paid in accordance with all applicable laws. The Contractor must maintain and upon request, provide any financial statements to satisfy and disputes regarding SCGCA.
9. **Work Schedule and SCGCA Policies.** When reasonably necessary, the Contractor shall be available to SCGCA to provide information to the department Director regarding his/her services provided.

The Contractor shall strictly adhere to all of the policies, rules and regulations of SCGCA which are presently in force or which may be established or amended hereafter. The Contractor shall also strictly follow the directions of the department Director with respect to the methods to be used in performing Contractor's services hereunder. The Contractor agrees to direct all program inquires and all non-Contractor issues to the SCGCA Lifestyles Manager. Contractor also agrees to immediately contact 911 in the event of a health and/or physical condition that occurs during an event/course.

10. **Ownership of Materials.** All SCGCA materials with which the Contractor interacts, including those that are modified by the Contractor, when such interaction occurs during

the course of its services hereunder, or while using SCGCA property, shall be owned by SCGCA and shall be “works for hire” as defined by the U.S. Copyright Act of 1976. These materials include, but are not limited to: books, computer programs, data, documents, films, pamphlets, records, reports, sound reproductions, studies, surveys, tapes, and/or the reports that are provided by the Contractor to SCGCA hereunder.

11. **Workers’ Compensation.** Because Contractor is engaged in Contractor’s own independent contracting business, and is not an employee of SCGCA, SCGCA will not obtain, nor be responsible for obtaining, workers’ compensation insurance for the Contractor.
12. **Confidentiality.** The Contractor may use personal information and other information gained by reason of its provision of services to SCGCA, or by access to its property, only for SCGCA purposes. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law, or in the case of personal information, with the prior written consent of the person to whom the personal information pertains. The Contractor shall maintain the confidentiality of all personal information and other information gained by reason of its provision of services to SCGCA, or by access to its property.
13. **Independent Contractor.** The Contractor acknowledges that he/she is an independent contractor and not an officer, employee, or agent of the SCGCA. The Contractor shall not claim any rights, privileges, or benefits that would accrue to an employee of SCGCA, except those that are expressly identified in this Agreement. The Contractor shall indemnify and hold SCGCA harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor.
14. **Indemnification and Hold Harmless.** Contractor and Sub-Contractor, jointly and severably, defend, protect, indemnify and hold harmless SCGCA, its elected and appointed officials, employees, board members, commissions and/or authorities and their board members, volunteers, officers, directors, agents, and invitees from and against any and all liability, claims, demands, losses and expenses of every kind and description including, without limitation, attorney’s fees, caused by, arising out of, resulting from, or in any way incidental to the performance of this Agreement, provided that any such liability, claim, demand, damage, loss or negligent act or omission of Contractor, anyone directly or indirectly employed by or otherwise associated with Contractor, or is caused in whole or in part by Contractor’s failure to perform his/her obligations under this Agreement.
15. **General Provisions:**
 - a. **Modifications.** This Agreement shall not be modified, unless such modification is in writing and signed by the SCGCA and the Contractor.
 - b. **Notices.** All notices that relate to this Agreement shall be personally delivered or mailed by certified or registered mail, postage prepaid to the following addresses, or to such other address as either party shall specify in a written notice so given:

If to the SCGCA, addressed to:
Grand Learning Lifestyles Manager
19753 N. Remington Drive
Surprise, AZ 85374

If to the Contractor, addressed to:
Name
Address
Phone

- c. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the U.S. Mail.
- d. **No Authority to Bind SCGCA.** The Contractor has no authority to enter into contracts or agreements on behalf of SCGCA. This Agreement does not create a partnership, joint venture or any other association between the parties other than the independent contractor relationship set forth herein.
- e. **Assignment.** The Contractor may not assign this Agreement, or any rights or obligations contained in this Agreement without the express written consent of the SCGCA Lifestyles Manager.
- f. **Waiver.** No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person or party against whom it is charged. The failure of SCGCA to require Contractor's strict compliance with the terms of this Agreement shall not constitute or be construed as a waiver or relinquishment of SCGCA's right thereafter to enforce any such term, but the same shall continue in full force and effect.
- g. **Time.** Time is of the essence for the performance of every provision of this Agreement.
- h. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona without regard to its conflict of law principles.
- i. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions, and the remaining provisions of this Agreement shall be construed as if they are severed from the invalid or unenforceable provisions.
- j. **Complete Agreement.** This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.
- k. **Counterparts.** This Agreement may be executed in any number of counterparts, and such counterparts shall collectively constitute the entire Agreement.
- l. **Headings.** The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement as of the date of the last signature below.

INDEPENDENT CONTRACTOR:



Name
Independent Contractor

Community Association Management:
Lorena Nieto
Lifestyles Manager

Independent Contractor Signature

Lifestyles Manager Signature

Date

Date