

Independent Contractor Agreement



ROCKY
MOUNTAIN
COLLEGE

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is entered into as of the date set forth below (the “Effective Date”) by and between Rocky Mountain College (“RMC”) and the undersigned independent contractor (“Contractor”).

1. Description of Services. Contractor agrees to provide the services described in Appendix A to RMC (the “Services”) in accordance with the terms and provisions of this Agreement and any additional terms and/or provisions set forth in Appendix A.

2. Term. This Agreement shall terminate on the date of termination set forth in Appendix A.

3. Compensation. Contractor shall be compensated by RMC as described in Appendix A.

4. Independent Contractor Status. The parties acknowledge and agree that: (i) Contractor is an independent contractor; (ii) this Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between RMC and Contractor; (iii) RMC shall not control or direct the manner or means by which Contractor performs Contractor’s work; (iv) Contractor is offering similar services to other persons during the term of this Agreement and Contractor is not working exclusively for RMC; (v) Contractor shall determine the number of days and hours of Contractor’s work and shall be solely responsible for the wages, fringe benefits, work schedules, and work conditions of Contractor’s partners and/or employees, if any; and (vi) Contractor shall not be entitled to any employee benefits whatsoever from RMC. Contractor shall have no authority to bind, obligate or commit RMC by any promise or representation without the prior written approval of RMC.

5. Permits; Taxes; Insurance. Contractor shall be responsible for and pay all costs of conducting Contractor’s business, including but not limited to the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. Contractor shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments which may be required by federal, state or local law with respect to any amounts paid to Contractor hereunder. Contractor shall be solely responsible for obtaining appropriate liability and workers’ compensation insurance covering Contractor and Contractor’s partners, agents and/or employees, if any. Contractor shall indemnify RMC and hold it harmless from paying any such business costs or taxes.

6. General. This document contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought. This Agreement shall be governed by and construed under the laws of the State of Montana, without regard to its choice of law rules. The parties agree that Yellowstone County, State of Montana, shall be the exclusive forum for any action brought under this Agreement. The waiver by RMC of any breach by Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Date:

ROCKY MOUNTAIN COLLEGE
Vice President

CONTRACTOR: _____

By: _____
Printed Name: _____
Title: _____
Notice Address: _____
Telephone No.: _____
Fax No.: _____
E-mail Address: _____

By: _____
Printed Name: _____
Title: _____
Notice Address: _____
Telephone No.: _____
Fax No.: _____
E-mail Address: _____
U.S. Tax Identification No. _____
U.S. Citizen / U.S. Resident Alien / Non-Resident Alien

Independent Contractor Agreement

Appendix A



ROCKY
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1. **Date of Termination.** This Agreement shall terminate on: _____.
2. **Compensation.** Contractor's sole compensation for all services rendered pursuant to this Agreement shall be:

3. **Services**

Date: _____.

ROCKY MOUNTAIN COLLEGE
Vice President

By: _____
Printed Name: _____
Title: _____

Date: _____.

CONTRACTOR: _____

By: _____
Printed Name: _____
Title: _____