

THIS AGREEMENT, made and entered into this first (1st) day of September 2010 by and between **FOREST HILL RECREATION COUNCIL** a body corporate of the State of Maryland, hereinafter referred to as "Council", and {INSERT FULL NAME}, whose Social Security Number is xxx-xx-xxxx and address is {INSERT STREET ADDRESS} hereinafter referred to as "Contractor".

WITNESSETH, that the Council and the Contractor for the considerations hereinafter named, agree with one another as follows:

1. That said Contractor shall serve as:

<u>Position</u>	<u>Program</u>	<u>Rate per hour</u>	<u>Total</u>

and shall personally perform all work under this Agreement in a safe, diligent and workmanlike manner, shall exercise the degree of skill and expertise as is customarily employ by similar contractors performing similar work and shall personally perform the work in accordance with the instructions as provided by the Council;

2. That the work to be performed under this Agreement shall commence on the first (1st) day of September, 2010, and shall be fully and finally completed on the first (1st) day of June, 2011 however, foregoing dates may be subject to change due to inclement weather and/or other unforeseen complications;

3. That the Contractor shall personally perform his duties and responsibilities with regard to the program and/or conduct the course or program at a facility provided by the council and located at assigned sites.

4. That both parties hereto further agree that this Agreement shall be null and void in the event that an insufficient enrollment, as determined by the Council, is achieved in the course or program as set forth in paragraph 1 above;

5. That both parties hereto agree that the Contractor shall serve as an independent contractor, not as an employee of the Council and shall be responsible for the reporting and payment of all required income and employment taxes;

6. That the Contractor shall indemnify and save harmless the Council from any and all suits, actions, damages or costs, of every nature and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work performed hereunder by the Contractor, if caused by an intentional act of the Contractor, his servants or his agents, or by the negligence or carelessness of the Contractor, his servants or his agents;

7. That it is further agreed by both parties hereto that any modification, amendment or extension of this Agreement shall be in writing and executed with the same formalities as this Agreement;

8. That the performance of work or services under this Agreement may be terminated immediately upon written notice, in whole or in part, when the Council determines this is in its best interest. The Council shall be liable only for payment for work performed or furnished prior to the effective date of such termination;

9. That said Contractor shall be paid by check on a monthly basis only after having submitted a signed, Council supplied time sheet within thirty (30) days of the last day worked in a given month for which he seeks compensation; and

10. That said Contractor, if applicable, has initiated the process for a criminal background investigation as required by Maryland State law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESS: FOREST HILL REC COUNCIL
(Recreation Council, Inc.)

BY _____ (SEAL)
(Contractor)

_____ (SEAL)
(Recreation Council Representative)

WHEREAS, the Contractor listed above is under the age of eighteen (18); THEREFORE, I hereby ratify the above contract as parent/legal guardian or custodian of the above-named Contractor.

_____ (SEAL)
(Witness) *(Parent/Legal Guardian/Custodian)*

INDEPENDENT CONTRACTOR AGREEMENT

FOREST HILL
(Recreation Council/County) wants each Contractor to understand that under this agreement, each contractor is Independent, Separate, and apart from FOREST HILL
(Recreation Council/County) and is responsible for any and all F.I.C.A., Federal & State Income Taxes, and any and all other Employment and/or Business taxes owed on Monies earned while under contract with _____

FOREST HILL
(Recreation Council/County) . Under this agreement, it is understood that each Independent Contractor is totally independent from FOREST HILL
(Recreation Council/County) and therefore, is not covered by Maryland
(State of Residence) State Unemployment Laws or the State Workman's Compensation Act.

This agreement may be terminated by either Party upon written notice of at least ten (10) working days prior to date of termination.

I/We have read this agreement and I/We clearly understand ALL the Provisions contained therein. This Agreement was explained in full and with all implications to me/us before signing.

FOREST HILL, MARYLAND, this first (1st) of
City State Day
SEPTEMBER, 2010.
Month

FOREST HILL
(Recreation Council/County)

Witnesses By:

By: _____
(Contractor Signature)
By: _____
(Parent/Legal Guardian/Custodian)
By: _____
(Recreation Council Representative)