

## **CONTRACT FOR MOVING SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WARREN COUNTY SCHOOL DISTRICT** (hereinafter "**District**"), and **JOHN GREGORY** (hereinafter "**Independent Contractor**").

**WHEREAS**, the District desires to engage the services of an Independent Contractor to provide moving services; and

**WHEREAS**, Contractor is an Independent Contractor wishing and agreeing to provide such services; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter provided and intending to be legally bound hereby, the District and Independent Contractor covenant, promise and agree to the following terms and conditions:

### **ARTICLE 1. TERM AND FORM OF AGREEMENT**

1.01 The term of agreement shall commence \_\_\_\_\_, and shall continue until all requested services have been completed or upon any prior termination of this Agreement as provided below.

1.02 Independent Contractor, while engaging in and carrying out and complying with any terms and conditions of this Agreement is an Independent Contractor consistent with any state and federal laws to include any implementing regulations and all applicable policies regarding same. The Independent Contractor acknowledges and agrees that he is not an employee, officer or agent of the District. The Independent Contractor further acknowledges and agrees that he is not under any circumstances authorized or permitted to enter into or execute any agreement, contracts, or documents, which would in any manner obligate or bind the District.

### **ARTICLE 2. DUTIES**

2.01 The Independent Contractor shall provide services to the District, as requested from time to time, moving furniture and equipment, or other property as directed by District from time to time.

2.02 The Independent Contractor shall provide the services and perform the duties outlined in Item 2.01 above on an as-needed basis, as directed or requested by District. No specific amount of work is guaranteed or promised for Contractor.

2.03 The Independent Contractor shall maintain, at his own expense, any and all required licenses, permits and certifications to provide the services to the District.

2.04 Independent Contractor warrants he has in place appropriate liability insurance. In addition, Independent Contractor warrants that he has in place any necessary workers' compensation insurance for himself and any employees. Independent Contractor agrees to provide proof of such insurances to the District upon request.

2.05 Contractor shall determine all of the means and methods used to move the property and shall be solely responsible for using proper care to protect all property and to ensure safe delivery to whatever locations are directed by District.

### **ARTICLE 3. COMPENSATION AND BENEFITS**

3.01 As compensation for the services rendered under this Agreement, the Independent Contractor shall be entitled to payment at an hourly rate of \$20.00 per hour. District shall not be responsible, however, for paying any more than a total of \$10,000, regardless of the number of hours spent by Contractor.

3.02 Contractor may invoice District at whatever frequency and on whatever terms he normally may use, but any invoice shall provide District with sufficient detail to substantiate the work performed. Each invoice shall state clearly the date(s) covered by the invoice as well as a general description of the services provided and hours spent providing each service.

3.03 The Independent Contractor acknowledges and agrees that he shall be responsible for the payment of all Federal, State and Local taxes; Social Security and FICA withholding; and all other deductions required by Local, State or Federal Law, from any compensation paid for the services rendered. The Independent Contractor acknowledges and understands that the District will not withhold any such taxes on his behalf and agrees to hold the District harmless for any failure on the Independent Contractor's part to pay such taxes and withholdings. At the conclusion of the fiscal year, the District shall issue a Federal Tax Form 1099 to the Independent Contractor, reflecting the compensation paid for the preceding fiscal year.

3.04 The Independent Contractor agrees that he is responsible for his own workers' compensation coverage as he is not an employee of the District. Nothing in this Agreement shall be construed as an Employment Agreement.

### **ARTICLE 4. TERMINATION**

4.01 This Agreement shall terminate when District determines it no longer has need for moving services provided by Contractor, when Contractor no longer

desires to perform moving services for District, or in the event District determines that the services of Contractor are not deemed satisfactory.

4.02 The Independent Contractor's entitlement to any compensation under this Agreement shall cease upon the termination date.

## **ARTICLE 5. INDEMNIFICATION**

5.01 To the fullest extent permitted by law, the Independent Contractor shall defend, release, indemnify and hold harmless the District and its successors and assigns, and its officers, directors, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, causes of action, suits or any other rights that may inure to the Independent Contractor as a result of and/or in relation to the performance of the contracted services addressed by this Agreement and/or any other work performed for the District, including any and all expense, legal or otherwise, incurred by the District in the defense of any such claim or the enforcement of this Article.

5.02 The Independent Contractor hereby waives any applicable defense he might otherwise have under any applicable Federal or State Employment or Labor Laws.

5.03 This Article shall survive the termination or expiration of this Agreement.

## **ARTICLE 6. GENERAL PROVISIONS**

6.01 This Agreement supersedes any and all other Agreements, either oral or written, between the parties and with respect to the services provided by the Independent Contractor to the District.

6.02 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

6.03 This Employment Agreement may not be assigned. The Independent Contractor does not have the right to assign the rights under this contract or delegate its duties under this contract. If the Independent Contractor shall attempt to do so, the Agreement shall immediately terminate.

6.04 The Independent Contractor agrees to be responsible for ensuring compliance with 24 PS 1-111.1 (pertaining to employment history reviews) and all applicable criminal background check requirements (state and federal, with updates every 3 years as required by law) and child abuse clearance requirements (with updates every 3 years as required by law) for any employee of Independent Contractor that is hired subsequent to the date of this Agreement and that will have

direct contact with children. Independent contractor shall maintain records documenting employment history reviews, criminal background checks, and child abuse clearances for all employees that have direct contact with children and, upon request, shall provide the District with access to the records pertaining to the employees. For purposes of this provision the term "direct contact with children" shall mean, "the possibility of care, supervision, guidance or control of children or routine interaction with children."

6.05 This Agreement and the provisions contained therein should not be construed or interpreted for or against any party to this Agreement because that party drafted any part of its provisions.

6.06 This Agreement may not be modified, altered, or changed except upon express, written consent of both parties wherein specific reference is made to this Agreement.

**IN WITNESS THEREOF**, the parties have set their hands and seals the day and year first above written.

**Accepted and Agreed:**

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
JOHN GREGORY

\_\_\_\_\_  
Witness

