

## 2024 INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, is entered into by and between Gulf Coast Region

of USA Volleyball (“GCR”) and \_\_\_\_\_ (“Contractor”).

**WHEREAS**, GCR desires to utilize Contractor’s services. **NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **Independent Contractor Relationship.** Contractor will operate as an independent contractor and not as an employee of GCR. Contractor and GCR operations are separate and distinct, and nothing in this Agreement creates a joint venture, partnership, or other such relationship between GCR and Contractor. Contractor shall have no right to enter into or bind GCR in any manner as to any grant, loan, or other contractual obligation without the prior, written agreement of GCR. During the term of this Agreement, Contractor is free to provide services to other persons, organizations and firms, as long as such services do not interfere with the Services to be provided hereunder.
2. **Payment / Consideration.** GCR shall pay Contractor a flat fee or match retainer for the Term of this Agreement, unless sooner terminated in accordance with this Agreement, for Contractor’s performance of the Services. Payment shall be in U.S. dollars and shall be paid by GCR on the last business day of each month for the performance of Services occurring up to the 15<sup>th</sup> day of such month. All payments under this Agreement shall be made payable to Contractor or such other trade or business name designated by the Contractor.
3. **Term.** This Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2023 unless sooner terminated in accordance with this Agreement.
4. **Performance of Services.** Contractor shall perform the Services in a timely and workmanlike manner, subject to Gulf Coast region plans, specifications, and completion schedule, and consistent with the usual and customary quality of such Services in Contractor’s general trade. Contractor agrees to be subject to and to comply with all state and federal laws applicable to the performance of the Services.
5. **Provision of Materials; Expenses.** Contractor shall be solely responsible for all business expenses associated with providing the Services.
6. **Withholding and Contributions.** CONTRACTOR IS SOLELY RESPONSIBLE TO PAY ALL FEDERAL AND STATE INCOME TAX DUE ON PAYMENTS MADE TO CONTRACTOR UNDER THIS AGREEMENT. GCR SHALL HAVE NO RESPONSIBILITY FOR THE WITHHOLDING OR PAYMENT OF FEDERAL, STATE OR LOCAL TAXES, FOR WITHHOLDING OR CONTRIBUTIONS UNDER THE FEDERAL INSURANCE CONTRIBUTIONS ACT (SOCIAL SECURITY), OR FOR THE CONTRIBUTIONS UNDER THE FEDERAL OR STATE UNEMPLOYMENT TAX LAWS ON BEHALF OF CONTRACTOR OR

CONTRACTOR'S EMPLOYEES. ANY SUCH WITHHOLDING, PAYMENT, OR CONTRIBUTIONS SHALL BE THE SOLE RESPONSIBILITY OF CONTRACTOR.

7. **Workers' Compensation and Unemployment Insurance.** GCR SHALL PROVIDE NO WORKERS' COMPENSATION OR UNEMPLOYMENT INSURANCE COVERAGE OR BENEFITS FOR CONTRACTOR OR CONTRACTOR'S EMPLOYEES, IF ANY. ANY SUCH COVERAGE AND BENEFITS SHALL BE THE SOLE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR AGREES TO PROVIDE TO GCR, UPON REQUEST, EVIDENCE OF WORKERS' COMPENSATION AND/OR UNEMPLOYMENT INSURANCE COVERAGE FOR CONTRACTOR AND ITS EMPLOYEES, IF ANY.
8. **Indemnification.** Contractor agrees to indemnify and hold GCR and its officers, directors, agents and employees harmless from and against any and all liabilities, losses, claims, damages, costs and expenses incurred by GCR, its officers, directors, agents, volunteers, and employees as a result of negligence or other misconduct by Contractor, its employees or agents in connection with the performance of the Services.
9. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements.
10. **Waiver.** No provision of this Agreement shall be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision of this Agreement shall not be construed as a waiver of any other term or provision.

Contractor for themselves, their successors, personal representatives and assigns, hereby agrees to the full performance of the covenants of this Agreement.

**CONTRACTOR:** BY MY SIGNATURE I FULLY UNDERSTAND AND AGREE TO ALL AFOREMENTION PROVISIONS ON THE DATE ACKNOWLEDGED AND UNTIL TREMINATION OF THIS AGREEMENT WHICH IS SAID TO BE DECEMBER 31, 2023

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Official/Staff Classification: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_