

**For Youth Board Use**  
**Log #:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**CONSULTANT AGREEMENT**

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions, and provisions:

1. IDENTITY OF AGENCY AGENCY is identified as follows:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Program #: \_\_\_\_\_  
Program Name: \_\_\_\_\_

2. IDENTITY OF INDEPENDENT CONTRACTOR "IC"  
The Independent Contractor (hereafter "IC") is identified as follows:  
Name: \_\_\_\_\_  
Type Entity: ( ) Sole Proprietorship ( ) Partnership ( ) Corporation  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Social Security or Employer Identification Number: \_\_\_\_\_  
License Number and Expiration Date, if any: \_\_\_\_\_  
\_\_\_\_\_

3. WORK TO BE PERFORMED AGENCY desires that IC perform and IC agrees to perform the following work:  


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4. TERMS OF PAYMENT AGENCY shall pay IC according to the following terms and conditions:  


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\$ \_\_\_\_\_ per \_\_\_\_\_

Total Cost: \_\_\_\_\_ Youth Board Share: \_\_\_\_\_
5. REIMBURSEMENT OF EXPENSES AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES IC shall supply, at IC's sole expense, all equipment, tools, materials, and/or supplies to accomplish the work agreed to be performed.
7. FEDERAL, STATE, AND LOCAL PAYROLL TAXES Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS Because IC is engaged in IC's own independent business, IC is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan, of the AGENCY.
9. NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES IC understands that IC is responsible to pay, according to law, IC's income taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.
10. AGENCY NOT RESPONSIBLE FOR WORKERS' COMPENSATION No workers' compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC.
11. TERM OF AGREEMENT This agreement shall become effective on \_\_\_\_\_ and shall terminate on \_\_\_\_\_.
12. TERMINATION WITHOUT CAUSE Without cause, either party may terminate this agreement after giving 30 days' written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

13. **TERMINATION WITH CAUSE** With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:
- A. Material violation of this agreement.
  - B. Any act exposing the other party to liability to others for personal injury or property damage.
14. **NON-WAIVER** The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. **NO AUTHORITY TO BIND CLIENT** IC has no authority to enter into contracts or agreements on behalf of AGENCY. This agreement does not create a partnership between the parties.
16. **DECLARATION BY INDEPENDENT CONTRACTOR** IC declares that IC has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.
17. **HOW NOTICES SHALL BE GIVEN** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
18. **ASSIGNABILITY** This agreement may be assigned, in whole or in part, by IC. IC shall provide written notice to AGENCY promptly before any such assignment.
19. **CHOICE OF LAW** Any dispute under this agreement or related to this agreement shall be this agreement shall be decided in accordance with the laws of the State of New York.
20. **ENTIRE AGREEMENT** This is the entire agreement of the parties and cannot be changed or modified orally.
21. **SEVERABILITY** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
22. **AMENDMENTS** This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

