

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of (Date), by and between:

CLIENT:

Amador County Wine Heritage District
9313 Pacific Street
PO BOX 667, Plymouth, CA 95669
209-245-6992

CONTRACTOR:

Full Name or Business Name

Address

City

State

Zip Code

Phone

Email

1. Services Provided

The Contractor agrees to provide the following services (e.g., consultant, marketing help, event coordinator):

The Contractor shall determine the method, details, and means of performing the services. The Client shall have no right to, and shall not, control the manner or determine the method of accomplishing the Contractor's services.

2. Term

This Agreement shall begin on _____ and shall continue until _____ or until terminated by either party.

3. Compensation

The Client agrees to pay the Contractor:

- A flat fee of \$ _____ or
- Hourly compensation at the rate of \$ _____ hour

Payments shall be made [weekly/biweekly/monthly/upon completion], and payment shall be due within _____ # days of receipt of invoice.

INITIALS

4. Caterer Contractors – Health & Safety Compliance

This section applies to Contractors providing catering or on-site food and beverage services.

All Caterer Contractors must comply with state and local health regulations and are required to submit the following documentation no later than ____ days prior to the event:

- A completed Temporary Food Facility (TFF) Application as required by the local Environmental Health Department and/or facility
- A copy of the Contractor's current Health Permit
- The proposed menu for the event

Failure to submit all required documentation by the deadline may result in cancellation of participation and forfeiture of any fees paid.

5. Independent Contractor Status

Contractor is an independent contractor and not an employee of Client. Nothing in this Agreement shall be interpreted to establish an employer/employee relationship, partnership, joint venture, or agency.

Contractors are responsible for their own taxes, insurance, and business operations. A completed IRS Form W-9 is required prior to services beginning.

6. Tools and Materials

The Contractor shall supply all equipment, tools, materials, and/or supplies used to provide the services under this Agreement unless otherwise agreed in writing.

7. Confidentiality

The Contractor agrees not to disclose or use any confidential or proprietary information belonging to the Client without the Client's prior written permission, both during and after the term of this Agreement.

8. Termination

Either party may terminate this Agreement at any time, with or without cause, by giving ____ days' written notice. In the event of termination, the Contractor shall be paid for all services performed up to the termination date.

9. Indemnification & Hold Harmless

The Contractor shall indemnify, defend, and hold harmless the Client, its agents, employees, and representatives from and against any and all claims, losses, damages, liabilities, and expenses, including reasonable attorney's fees, arising out of or in connection with:

- Contractor's performance of services under this Agreement,
- Any injury to person or property sustained in connection with the Contractor's work,
- Any breach of this Agreement by the Contractor.

10. Liability Insurance

The Contractor agrees to maintain, at their own expense, general liability insurance with a minimum coverage of \$2,000,000 per occurrence, and \$2,000,000 aggregate, as well as workers' compensation insurance if the Contractor has employees. Proof of current insurance must be provided to the Client prior to commencement of services and upon renewal of policies.

- Failure to maintain appropriate insurance coverage shall be considered a material breach of this Agreement and grounds for immediate termination.
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11. Governing Law

This Agreement shall be governed by the laws of the State of California.

12. Entire Agreement

This Agreement contains the entire understanding of the parties and supersedes all prior oral or written agreements with respect to the subject matter hereof.

13. Severability

If any part of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Submission Instructions

Certificate of Liability must be submitted to:

Preferred Email: jsmith@risk-strategies.com

Alternative US Mail: PO BOX 667, Plymouth, CA 95669

TFF Packets must be submitted to: _____

Preferred Email: _____

Alternative US Mail: PO BOX 667, Plymouth, CA 95669

Completed IRS Form W-9

Preferred Email: _____

Alternative US Mail: PO BOX 667, Plymouth, CA 95669

CLIENT:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Signature: _____

Printed Name: _____

Title (if business): _____

Date: _____