Independent Contractor Agreement for Bus Companies

This Agreement is made this day of , 20 , between The Catholic University of America, 620 Michigan Avenue, NE, Washington, DC 20064, a not-for-profit corporation in the District of Columbia, herein referred to as “University,” and

, of , herein referred to as “Vendor.”

RECITALS

University owns and operates an institution of higher education at the address set forth above, and University desires to have the following services performed for University's institution [list type of services to be contracted for; brief description.

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Vendor agrees to perform these services for University under the terms and conditions set forth in this Agreement.

In consideration of the mutual promises set forth herein and other good and valuable consideration, it is expressly agreed by and between University and Vendor:

SECTION ONE

Description of Work

The work to be performed by Vendor includes all services generally performed by Vendor in Vendor's usual line of business, including, but not limited to, the following [include complete, detailed description of scope of work]

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SECTION TWO

Payment

University will pay Vendor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the work to be performed under this Agreement. Final payment will be made upon verified completion of 100% of the work and acceptance of the final product by the University.

SECTION THREE

Relationship of Parties

The parties intend that the status of the Vendor is as an Independent Contractor in this Agreement. University is interested only in the results to be achieved and the conduct and control of the work will lie solely with Vendor. Vendor is not to be considered an agent or employee of University for any purpose, and neither the Vendor nor the employees of Vendor are entitled to any of the benefits that University provides for University's employees. Vendor is responsible for his/her own state and federal income tax with­holding and Social Security withholding. It is understood that University does not agree to use Vendor exclusively. It is further understood that Vendor is free to contract for similar services to be performed for others while under contract with University as long as services to be provided under this Agreement are not compromised.

SECTION FOUR

Liability

The work to be performed under this Agreement will be performed entirely at Vendor's risk. Vendor assumes all responsibility for the condition of the bus and other items used in the performance of this Agreement.

Vendor agrees to indemnify, defend and hold University harmless from any and all claims, judgments, damages, liabilities and costs caused by, arising out of, or in connection with its (or its employees/agents/assigns) provision of services, including the use of any vehicle. Vendor also agrees to indemnify, defend and hold University harmless from any and all claims, judgments, damages, liabilities and costs arising out of, caused by, or resulting from Vendor’s performance under this Agreement and which are caused in whole or in part by any negligent act, negligent omission, or willful misconduct of Vendor, anyone directly or indirectly employed by Vendor, or anyone for whose acts Vendor may be liable.

SECTION FIVE

Insurance

Vendor, consistent with its status as an Independent Contractor will carry commercial liability insurance with limits not less than one million dollars ($1,000,000) per occurrence and three million dollars ($ 3,000,000) in the aggregate.

Vendor is responsible for its own health, accident, vehicle and other insurance, none of which is the obligation of University. University has no responsibility or obligation to provide workers’ compensation for Vendor or any agent or employee of Vendor.

SECTION SIX

Vendor Responsibilities and Representations

Vendor warrants the following:

* + that well maintained and clean buses will be provided.
  + that all buses and equipment necessary to fulfill this Agreement are clean, in good working order, and conform with proper standards of the industry.
  + that all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
  + that all driving staff conform to all applicable requirements for motor carrier drivers.
  + that all driving staff provided are prepared with accurate routing information.
  + that all of the services to be performed by the bus charter company under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.
  + that Vendor has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Vendor has been duly authorized to act for and bind the company.

Vendor is not responsible for any items left in the vehicle and assumes no liability for any expense incurred by University regarding forgotten items.

# SECTION SEVEN

University Responsibilities and Representations

University warrants the following:

* + that it will not allow smoking on the coach bus.
  + that it will not allow food, drink, or coolers on the coach bus without the prior consent of Vendor.
  + that it will pay a fee if there is damage to the coach bus.

SECTION EIGHT

Duration

This Agreement shall be in force for a period of [number of weeks/months] from , 20 to , 20 . Completion of the work is expected no later than , 20 . It is agreed that time is of the essence.

# SECTION NINE

# Termination

Either party shall have the right to terminate this Agreement without cause at any time giving 10 days’ notice in writing to the other party.

# SECTION TEN

Equal Opportunity

University is an affirmative action/equal opportunity institu­tion. During the performance of this Agreement, the Vendor and any agents and employees, agrees to be bound by all applicable federal and local laws, rules, regulations, orders, instructions and other directives governing equal employment opportunity. Vendor acknowledges that the University does not discriminate in its programs and activities and assures the University that it complies with all Federal laws as applicable, including but not limited to Title IV of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and the Age Discrimination in Employment Act of 1975, as amended. Vendor is on notice that any complaints received by Vendor or any knowledge that comes to Vendor in the course of performance of this Agreement regarding non-compliance with these laws will be brought to the attention of the University’s Director of Equal Opportunity at tel. 202-319-6594.

SECTION ELEVEN

Drug-Free Workplace

The University's Drug and Alcohol Abuse Policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession or use of controlled drugs or alcohol on University's campus. Vendor will not permit the possession or use of any alcohol, whether lawful or not, on University's property. Vendor will notify the University in writing within twenty-four (24) hours of any drug-related or alcohol-related accident or criminal offense on University's property involving Vendor's, or any agents or employees. The Vendor agrees to enforce this policy for the Vendor's own employees and agents.

SECTION TWELVE

Governing Law

This Agreement shall be governed by and construed under the laws of the District of Columbia.

This Agreement represents the entire Agreement of the parties and may not be amended unless the same shall be in writing and signed by the parties.

SECTION THIRTEEN

General Provisions

* Any rights or duties under this Agreement may not be subcontracted, assigned, or delegated.
* This Agreement supersedes all prior Agreements, written or oral, between Vendor and University and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter contained in this Agreement.
* This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Vendor. In the event any form of Vendor’s is made a part of this Agreement, the terms and conditions of this Agreement shall prevail in the event of any inconsistency in terms.
* Neither party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.
* In case any provision shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included.
* Vendor warrants that all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with by the Vendor and its drivers.

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

Vendor The Catholic University of America

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Signature CUA Purchasing Manager

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Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxpayer Identification Number

(Social Security or Employer Identification Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number

Approved by the Office of General Counsel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney Signature Date