

VILLAGE OF SPENCERVILLE, OHIO
Independent Contractor Agreement

WHEREAS, undersigned , person, partnership or corporation, (hereinafter “CONTRACTOR”) seeks to provide services, products, labor or goods or other work product to the Village Of Spencerville, Ohio, an incorporated political subdivision of the State Of Ohio, (hereinafter “VILLAGE”) pursuant to a bid, written contract or oral agreement;

AND WHEREAS, the VILLAGE wishes to utilize the above-identified goods, products, services and labor or other work product offered by the CONTRACTOR only if the CONTRACTOR is an Independent Contractor that remains exclusively responsible and/or liable for any and all claims of the CONTRACTOR’S employees agents and/or subcontractors;

AND WHEREAS, the VILLAGE requires that CONTRACTOR agree to hold the VILLAGE harmless and indemnify the VILLAGE against any and all such claims and any other third-party claims;

NOW, THEREFORE, in consideration of the VILLAGE entering into an Agreement with CONTRACTOR to allow CONTRACTOR to provide goods and services to the VILLAGE, and other good and valuable consideration, which is hereby acknowledged by CONTRACTOR, the undesigned party(ies) agree(s), warrant(s) and represent(s) affirmatively as follows:

1. At all times pertinent to the provision of goods, services, labor, materials and/or other work product to the VILLAGE, the undersigned CONTRACTOR is acting as an Independent Contractor who is acting with complete and sole discretion with regard to the provision of the aforementioned goods, services, labor and materials and CONTRACTOR has exclusive control over the method and manner in which the services, goods, labor and materials are provided to the VILLAGE.
2. CONTRACTOR is solely and exclusively responsible for the supervision and oversight of any and all agents, employees and/or subcontractors of CONTRACTOR and agrees to be exclusively liable for the provision of workers’ compensation insurance for all of its employees and/or agents utilized to provide said goods, services, labor and materials to the VILLAGE.
3. CONTRACTOR will obtain at its sole cost, and keep in effect, any and all workers’ compensation insurance required by the State of Ohio and hereby acknowledges that the provision of workers’ compensation benefits to its employees and/or agents is CONTRACTOR’S sole responsibility.
4. CONTRACTOR shall be solely responsible for all federal, state and local income tax and unemployment tax withholding for all of its employees and/or agents utilized by CONTRACTOR to provide goods, services, labor and materials to the VILLAGE.

5. CONTRACTOR will obtain, provide and pay for during any time pertinent to this Agreement or any other renewals or other Agreements entered into with the VILLAGE, general comprehensive liability insurance with minimum policy limits of One Million and 0/100 Dollars (\$1,000,000.00) (including builder's risk liability insurance) covering any and all work and materials and employees and/or agents of CONTRACTOR utilized to provide goods, services, labor and materials to the VILLAGE and CONTRACTOR will cause such insurance coverage to identify the VILLAGE as an additional named insured and will also provide the VILLAGE a certificate of general comprehensive liability insurance upon request by the VILLAGE.

6. CONTRACTOR further acknowledges and warrants that it/he/she shall indemnify and hold the VILLAGE free and harmless from any and all claims, actions, causes of action, attorneys fees or expenses which may be incurred in the event that any claims may be brought in the future against the VILLAGE which arose out of the provision of goods, services, labor and materials or other work product to the VILLAGE and CONTRACTOR hereby agrees to defend the VILLAGE (at its sole expense) against any and all such claims which may be brought against the VILLAGE in the future in any way arising out of CONTRACTOR'S provision of goods, services, labor, materials or other work product to the VILLAGE.

7. CONTRACTOR hereby affirmatively warrants, represents and states that any and all employees, agents, subcontractors and/or other persons and/or parties utilized by CONTRACTOR in any way to provide the goods, services, labor, materials and/or other work product to the VILLAGE shall be independent contractors at all times with respect to the VILLAGE and that the VILLAGE shall neither have nor exercise any control or direction over the method by which CONTRACTOR or its agents, employees or subcontractors perform their functions pursuant to this Agreement and that neither CONTRACTOR nor any of its employees, agents or subcontractors shall have any claim against the VILLAGE for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability benefits, unemployment benefits, health insurance or any other benefits of any kind whatsoever and CONTRACTOR further represents and warrants that it shall assume complete and full legal liability for all such benefits due to its employees, agents and/or subcontractors.

8. CONTRACTOR shall be solely responsible and liable for providing its employees, agents and/or subcontractors with a safe work environment and shall comply with all health and safety directives and rules imposed by any and all applicable governmental agencies and will immediately contact the VILLAGE regarding all accidents or injuries involving any of its employees, agents and/or subcontractors. This reporting responsibility shall include a written notification of the accident or injury to the VILLAGE within twelve (12), or if unreasonable, no later than twenty-three (23) hours of said accident and/or incident and CONTRACTOR agrees to comply with all specific safety directives from the VILLAGE or any applicable workers' compensation administrators or any and all governmental agencies having jurisdiction over the health, safety and welfare of CONTRACTOR'S employees, agents and/or subcontractors.

9. CONTRACTOR shall be solely responsible for providing adequate tools and/or safety and protective equipment which is in good working order which may be required by any governmental agency or applicable government regulations, ordinances or directives. CONTRACTOR shall be solely responsible for compliance with any and all OSHA regulations. Any expenses or penalties levied by OSHA arising out of the work performed by CONTRACTOR shall be CONTRACTOR'S sole responsibility and CONTRACTOR agrees to indemnify and hold the VILLAGE harmless against the same.

10. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio, and CONTRACTOR agrees that the Allen County Common Pleas Court located in Lima, Ohio, shall be the proper venue for any legal claims arising out of this Agreement, said Court shall have exclusive jurisdiction over any such disputes or disagreements.

11. The remedies and rights conferred in this Agreement shall not be considered exclusive of any other remedies or rights available, but each of such remedies and rights shall be cumulative and shall be in addition to any other remedies and rights now or hereafter available at law or in equity. No delay or failure to exercise any right or power shall be construed to be a waiver thereof, but any such right or power may be exercised from time-to-time as often as may be deemed expedient. All notices, consents, statements, requests and demands required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given to a party if and when delivered personally or mailed postage prepaid to the other party at the address set forth below or at such other address as the party may later designate by written notice to the other party.

If to the Village of Spencerville, Ohio:

Att: Sean Chapman, Village Administrator
116 South Broadway Street
Spencerville, OH 45887

If to Contractor: See Below

CONTRACTOR INFORMATION:

COMPANY NAME: _____

NAME OF CONTACT PERSON: _____

ADDRESS: _____

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized representatives on the date set forth herein.

CONTRACTOR:

VILLAGE OF SPENCERVILLE, OHIO:

Name of Contractor

Signature

Name/Title

Address

Telephone Number

Emergency Telephone Number

Dated: _____

Signature

Name/Title