

**Elizabeth City State University**  
**Contract For Independent Contractor Services \$1,500.00 or less**

THIS AGREEMENT is made and entered into by and between ELIZABETH CITY STATE UNIVERSITY, a constituent institution of the University of North Carolina, (hereinafter referred to as "ECSU") with an address of 1704 Weeksville Road, Elizabeth City, North Carolina, USA, and \_\_\_\_\_ (hereinafter referred to as "Independent contractor") whose business address is: \_\_\_\_\_.

**RECITALS:**

In consideration of the mutual promises and agreements of the parties, ECSU shall obtain the professional services of Independent Contractor in the manner set forth below:

1. It is acknowledged and agreed that Independent Contractor is not an employee and shall have exclusive control over the details of the performance and the means and methods utilized in fulfilling all contractual obligations.
2. Independent Contractor shall furnish workers compensation and liability insurance as may be necessary to protect Independent Contractor and Independent Contractor's agent(s) and/or employee(s) in connection with fulfilling the contractual obligations.
3. Independent Contractor shall have the following duties under this agreement:  
\_\_\_\_\_.
4. Independent Contractor shall perform the contractual obligations on the following date(s) and location(s): \_\_\_\_\_.
5. ECSU shall pay Independent Contractor a total sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) as the fee for the satisfactory performance of contractual obligations. ECSU shall not withhold federal taxes, state taxes, social security, workers compensation, employment security contributions or any other benefits from Independent Contractor's fee for services rendered.
6. ECSU shall be responsible for providing the following items and/or technical requirements under the agreement, if applicable: \_\_\_\_\_.
7. Except as set forth in SECTIONS 5 and 6 above, Independent Contractor shall be responsible for paying all other costs and expenses in connections with the contractual obligations, if any.
8. In the event that Independent Contractor fails to perform the contractual obligations, due to an "act of God," or any other cause beyond the reasonable control of the parties, then reasonable attempts shall be made to reschedule the service(s) at a mutually agreeable date and time. If no alternate date and time can be agreed upon, then both parties shall be relieved from the obligations of the contract.

9. If Independent Contractor fails to perform for any reason other than those identified in SECTION 8 above, ECSU may at its option terminate this agreement or seek to reschedule the service(s) at a mutually agreeable time.
10. If Independent Contractor's professional services require a license, Independent Contractor shall provide ECSU with documentation from relevant North Carolina licensing board evidencing current licensure.
11. Independent Contractor agrees to hold ECSU, its Board of Trustees, employees, and agents harmless from any claim, suit or proceedings arising out of its acts and/or omissions, or the acts and/or omissions of its agent(s) and/or employee(s) or breach of its duties as described in this contract, including to indemnify ECSU for reasonable expenses in defending such claims.
12. If any provision of this agreement is deemed unenforceable, it shall not affect or cause the remaining provisions to be invalid.
13. Independent Contractor warrants that he/she is fully able to perform the contractual obligations with the highest professional standards and that he/she shall perform said services and shall not assign or delegate the duty to any other individual(s).
14. This agreement shall be governed by the laws of the State of North Carolina, USA. Each party agrees to be subject to the jurisdiction of the courts of the State of North Carolina, USA should litigation arise between the parties.
15. This agreement replaces all prior written agreements and incorporates all the terms and conditions agreed upon by the parties regarding the engagement. There shall be no modifications or amendments except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates indicated below. This agreement shall not become effective until executed by ECSU.

ELIZABETH CITY STATE UNIVERSITY

INDEPENDENT CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Federal Tax ID: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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