

# RCSC CHARTERED CLUB INDEPENDENT CONTRACTOR AGREEMENT

**CLUB NAME** \_\_\_\_\_

**DATE** \_\_\_\_\_

This Chartered Club engages the following person as an independent contractor to perform the services of \_\_\_\_\_ . This agreement shall commence on \_\_\_\_\_

\_\_\_\_\_ and continue in effect until \_\_\_\_\_

**TERMS OF COMPENSATION:** \_\_\_\_\_

**IRS Definition of Independent Contractor:** *"The general rule is that an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done."*

The contractor agrees to:

1. Perform these services in such a manner as to satisfy the terms and conditions set forth in this agreement.
2. Perform services for the period of the agreement unless terminated for cause prior to the end of the agreement.
3. Pay applicable taxes and meet any other obligations of the employer/employee relationship, to include any other persons hired by the contractor to assist in furnishing these services to the Chartered Club.
4. The contractor cannot hold an elected office in this Chartered Club.
5. The contractor agrees not to advertise these services in any way without the approval of the club's Executive Board. Club instructors may not advertise services being rendered in RCSC facilities.
6. Contractor agrees to indemnify and hold harmless Recreation Centers of Sun City, Inc., an Arizona nonprofit corporation ("RCSC"), and its successors and assigns, members, directors, officers, agents and representatives for, from and against any and all claims, losses, expenses, damages, obligations, deficiencies or liabilities of any kind, including without limitation, costs of investigation, interest, penalties, reasonable attorneys' fees and any and all costs, expenses and fees, incurred or sustained by RCSC which may arise out of, result from, or are related to Instructor's activities on or use of RCSC property or facilities or any claims which are or may be brought by participants in the classes conducted by the Instructor at or on any RCSC property or facilities. In the event the Instructor is married, then the Instructor's indemnity and hold harmless obligations herein shall be joint and several with his or her spouse and the Instructor shall obtain the signature of his or her spouse on this agreement.

See attached page for signatures as required.

**RCSC CHARTERED CLUB INDEPENDENT CONTRACTOR AGREEMENT**

**CLUB NAME**

**DATE**

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Contractor Signature

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Telephone

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Contractor Printed Name

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Email

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Contractor's Spouse Signature (if applicable)

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Telephone

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Contractor Spouse Printed Name (if applicable)

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Email

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Contractor Address

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City/State/Zip

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Club President's Signature

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Telephone

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Club President's Printed Name

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Email