

Independent Contractor Agreement

(Revised 08/04/24)

Whereas, the Baltimore County Department of Recreation and Parks has authorized the **Lutherville Timonium Recreation Council, Inc.** to provide athletic, recreational, cultural, and educational programs within certain defined geographical boundaries of Baltimore County, Maryland for both adults and youth, and,

Whereas, the **Lutherville Timonium Recreation Council, Inc.** relies on adult volunteers to oversee and provide expertise for myriad of activities, and,

Whereas, it becomes necessary on occasion to engage the services of an independent contractor to provide a higher level of expertise for a specific program and/or enhanced administrative support,

On this _____ day of _____ in the year _____ ,

_____ (Program Name),

which is an approved program/activity in good standing of the **Lutherville Timonium Recreation Council, Inc.**

hereafter referred to as "LTRC", agrees to establish a working relationship with (Contractor's Name)

_____ ,

hereafter referred to as "Contractor", located at _____

E-Mail: _____ Phone: _____

who will provide (activity description) _____

To facilitate the partnership with the Contractor, the LTRC Program/Activity will:

1. Request suitable facilities for the Program in accordance with the permitting process of the Baltimore County Department of Recreation & Parks and Baltimore County Public Schools.
2. Request staff as needed and/or required to support the program from Baltimore County Department of Recreation and Parks.

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3. Through the LTRC website make available to the Contractor current policies and procedures.

Contractor:

1. Is at least eighteen (18) years of age.
2. Will comply with all policies, procedures, and regulations of LTRC, Baltimore County, Baltimore County Public Schools, and any private facility utilized by LTRC as they exist at the time of the execution of this Agreement or may be amended in the future.
3. Has the requisite knowledge, skills, and abilities to provide age-appropriate instruction to the participants, and has valid federal, state, or local government licenses which may be required.
4. Will comply with all local, state, and federal tax requirements.
5. Will complete a criminal background check in accordance with the provisions of Baltimore County six (6) weeks prior to the commencement of the program. Placement on Baltimore County's Volunteer Background Check list will be sufficient.
6. Will submit an invoice for payment to the respective Program Chair or Treasurer to include, at a minimum, the name, dates and hours worked, and hourly rate of compensation. Prior to any payments, IRS form W-9 must be provided to LTRC.
7. Agrees that compensation will only be made for actual hours worked, not scheduled or anticipated hours.
8. Will not represent that they are an agent of LTRC, Baltimore County, or Baltimore County Public Schools with respect to this Agreement.
9. Understands and agrees that LTRC makes no representation as to the physical condition of any Facility provided by Baltimore County Department of Recreation and Baltimore County Public Schools.
10. Will assume the entire responsibility for all work performed under this Agreement.
11. If the Contractor is a legal entity, such as a corporation, partnership, or limited liability company it shall provide LTRC evidence that it is in good standing in the state of Maryland as such legal entity.
12. Except for a breach of this Agreement by LTRC, releases and forever indemnifies, discharges, and defends LTRC, Baltimore County, Maryland, and Baltimore County Public Schools including their respective officers, directors, employees, volunteers, agents, successors and assigns from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown which the Contractor has or may have in the future, that arise out of, directly or indirectly, or are related to the performance of this agreement.
13. Will not assign this agreement to any other person or entity.

LTRC will not be liable for the closure of any facility provided to the Program by Baltimore County government, Baltimore County Public Schools, or any private facility used by LTRC due to any circumstances beyond the control of LTRC including, but not limited to, emergency, adverse weather, renovation, construction,

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or scheduling conflict. LTRC will make a good faith effort to acquire an alternative venue for the Program due to any long-term closure of a facility but does not warrant the availability of any facility.

The Contractor will not be considered an employee of LTRC, Baltimore County, Maryland or Baltimore County Public Schools. LTRC will not be responsible for the payment of any “fringe” benefit including, but not limited to, FICA, unemployment insurance, health benefits, workmen’s compensation, etc. Nor will LTRC withhold any federal, state, or local income taxes on behalf of the contractor. LTRC will provide IRS Form 1099 in accordance with IRS regulations.

TERM, RENEWAL, TERMINATION, MODIFICATION

1. This agreement will be effective for a period of one (1) year from the time of signing unless terminated by either party with at least thirty (30) days written notice.
2. This agreement will renew automatically for an additional one (1) year period unless terminated by either party with at least thirty (30) days written notice; maximum number of renewals is three (3).
3. This agreement may be terminated immediately for any material or significant breach of its provisions by either party with written notice.
4. Modification to the agreement must be in writing by mutual consent of both parties.

This agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland. In the event of a dispute, both parties waive any rights to a jury trial and agree to seek an independent qualified mediator to resolve the dispute before seeking any other form of remedy to such dispute. In the event of any dispute the prevailing party shall be awarded recovery from the other party of all reasonable attorney fees incurred to bring or defend such cause of action.

By signing this agreement, the parties attest and affirm that they are authorized to enter into this agreement on behalf of their respective organization, and furthermore, they have read, understand, and agree with the provisions contained therein.

CONTRACTOR

SIGNATURE: _____ DATE: _____

PROGRAM CHAIR

SIGNATURE: _____ DATE: _____

Initials: Contractor _____ LTRC _____

ON BEHALF OF THE LTRC BOARD OF DIRECTORS:

Background Check: R & P ___ BCPS ___ Other (Specify) _____

IRS Form W-9 Submitted: _____ NO _____ YES

REVIEWED: _____

DATE: _____

Initials: Contractor _____ LTRC _____