

Contract For Visual Art & Design Models

1. PARTIES: This independent contractor contract is between Salt Lake Community College, a body politic and corporate of the State of Utah located at 4600 South Redwood Road, PO Box 30808, Salt Lake City, Utah 84130-0808 ("SLCC"), and the following individual acting as a model for the Visual Art & Design Department ("Model" or "Contractor"):

<u>SUBSTITUTE FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION</u>			
Federal law requires that a W-9 form be on file for each person or entity to whom the College makes a non-payroll payment.			
Please, provide the following information (complete each box). If this information not provided, payments may be subject to federal income tax backup withholding and the contractor may be subject to a penalty imposed by the Internal Revenue Service under Section 6723.			
MODEL INFORMATION			LEGAL STATUS <i>(Check One)</i>
<i>Business/Individual Name:</i>		<i>EIN/SSN:</i>	<input type="checkbox"/> Individual
<i>Street Address:</i>			<input type="checkbox"/> Non-Profit Corp
<i>City:</i>	<i>State:</i>	<i>Zip:</i>	<input type="checkbox"/> LLC
<i>Contact Person:</i>			<input type="checkbox"/> Corporation
<i>Telephone Numbers:</i>			<input type="checkbox"/> Partnership
<i>Email Address:</i>			<input type="checkbox"/> Government

2. TERM: The term of this contract shall commence on _____, 20____, and terminate on _____, 20____, unless terminated earlier or extended in accordance with the terms and conditions of this contract.
3. SCOPE OF WORK: The work to be performed by Model includes all services including, but not limited to, the following:
4. PAYMENT: SLCC will pay Model the total sum of \$ _____ .00 for the work to be performed under this contract, according to the following schedule:

5. SPECIAL CONDITIONS: The following special conditions apply to this contract.
- a. Attachment A, provision 11, Insurance, does not apply to this Contract. Model agrees to accept full financial responsibility for liability, property damage, theft, or personal injury sustained by Model or caused by Model's negligence as a result of participation in this Contract.
 - b.
 - c.
 - d.
 - e.
 - f.
6. ATTACHMENTS: The following attachments are attached hereto and made part of this Contract. Any conflicts between Attachment A and other Attachments, if any, will be resolved in favor of Attachment A.
- a. Attachment A: SLCC Standard Terms & Conditions for Independent Contractors
 - b.
 - c.
 - d.
 - e.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

MODEL:

SLCC:

Print Name of Model

SALT LAKE COMMUNITY COLLEGE

By: _____

By: _____

Its: _____

Print Name of Model

Date: _____

Print Title of Model (if other than individual)

Date: _____

Attachment A

SLCC Standard Terms & Conditions For Independent Contractors

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. SLCC reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b. **"Contract"** means the written agreement between SLCC and Contractor, including these terms and conditions.
 - c. **"Contractor"** means the individual or entity delivering the goods and/or services identified in this contract. The term "Contractor" includes Contractor's agents, officers, employees, and partners.
 - d. **"Salt Lake Community College" or "SLCC"** means the entity, including its departments, divisions, offices, other organizations, employees, or agents within Salt Lake Community College identified on the contract signature page(s).
 - e. **"Subcontractor"** means a person under contract with a Contractor or another Subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in the Salt Lake Community College ("SLCC") Purchasing Policies and Procedures, and all applicable sections of the Utah Procurement Code, Title 63G, Chapter 6, Utah Code Annotated, 1953, as amended, and all related statutes, regulations, and rules which permit SLCC to purchase certain specified supplies and services and other approved purchases for SLCC.
3. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in the Third Judicial District Court for Salt Lake County.
4. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
5. **RECORDS ADMINISTRATION:** The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least seven (7) years after the contract terminates, or until all audits initiated within the seven years have been completed, whichever is later. The Contractor agrees to allow SLCC, the Utah Board of Regents, State and/or Federal auditors, and SLCC Staff, access to all the records relating to this contract for audit and inspection and monitoring of services. Such access will be during normal business hours or by appointment.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of SLCC, unless disclosure regarding such has been made to SLCC.
7. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent Contractor, and as such, shall have no authorization, express or implied, to bind SLCC to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for SLCC, except as herein expressly set forth in the contract. Compensation stated herein shall be the total amount payable to the Contractor by SLCC. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from SLCC for these contract services. Persons employed by SLCC and acting under the direction of SLCC shall not be deemed to be employees or agents of the Contractor.
8. **TIME IS OF THE ESSENCE:** The Contractor shall complete the work described in this contract in a timely manner. Time

is of the essence and Contractor shall be liable for all damages to SLCC as a result of the failure to timely complete the scope of work required under this contract.

9. **CHANGE OF SCOPE OF WORK:** Any changes in the scope of the work to be performed under this contract shall be in the form of a written amendment to this contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless, SLCC and all its officers, agents, volunteers, and employees from and against any and all losses, actions, damages, injury, liability, suits, costs, and proceedings arising out of Contractor's performance of this contract caused in whole or in part by any intentional act or negligence of the Contractor, its officers, agents, volunteers, partners, Subcontractors, or employees, but not for claims arising from SLCC's sole negligence. The parties agree that if there are any limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
11. **INSURANCE:** Contractor shall at all times during the term of this contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Contractor shall maintain workers' compensation insurance during the term of the contract for all its employees and any Subcontractor employees related to this contract. Contractor also agrees to maintain any other insurance policies required by SLCC. The insurers and policy provisions must be acceptable to the SLCC's Director of Risk Management. Each of the Contractor's insurance policies shall include an endorsement that names SLCC and its officers and employees as additional insureds and the policy shall provide SLCC and its officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required, however, to obtain an "additional insured" endorsement for any Workers' Compensation or professional liability insurance policy. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to SLCC upon request. Contractor waives any right of subrogation against SLCC and its officers and employees. SLCC reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this contract will be grounds for immediate termination of the contract.
12. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by all applicable laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
13. **SEVERABILITY CLAUSE:** If any provision of this contract is declared by a court of competent jurisdiction to be invalid, the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
14. **AMENDMENTS:** This contract may be amended, modified, or supplemented only by mutual written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
15. **DEBARMENT:** The Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department, agency, or political subdivision of any governmental entity, whether international, state, or local. If Contractor cannot certify this statement, attach a written explanation for review by SLCC. Contractor must notify the

SLCC Director of Purchasing within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this contract period.

16. **TERMINATION:** Unless otherwise stated, this contract may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violation(s), after which this contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given to the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall SLCC be liable to the Contractor for compensation for any good neither requested nor accepted by SLCC. In no event shall SLCC's exercise of its right to terminate this contract relieve the Contractor of any liability to SLCC for any damages or claims arising under this contract.
17. **NONAPPROPRIATION OF FUNDS:** Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part at the sole discretion of SLCC, if SLCC reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this contract; or (ii) a change in available funds affects SLCC's ability to pay under this contract. A change of available funds as used in this paragraph includes but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, SLCC will reimburse Contractor for the goods properly ordered and/or services properly performed until the effective date of said notice. SLCC will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
18. **SALES TAX EXEMPTION:** SLCC's State of Utah sales and use **tax exemption number is 11890789-002**. The tangible personal property or services being purchased are being paid from SLCC funds and used in the exercise of SLCC's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
19. **NOTIFICATION SLCC HAS 501(c)(3) STATUS:** SLCC has been granted 501(c)(3) status under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986. SLCC's 501(c)(3) status means sales tax may not apply to a SLCC Contractor's purchase(s) directly associated with a SLCC construction project. Contractor bears the entire responsibility to determine such with the State Tax Commission.
20. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by SLCC, Contractor agrees the contract, related pricing documents, and invoices will be public documents, and may be available for distribution. Contractor gives SLCC express permission to make copies of the contract, related sales orders, related pricing documents, and invoices in accordance with the State of Utah's Government Records Access and Management Act. SLCC is not obligated to inform Contractor of any GRAMA requests for disclosure of this contract, related pricing documents, or invoices.
21. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will release, indemnify, and hold harmless SLCC, its officers, agents, and employees from and against any and all damages, expenses, claims, judgments, liabilities, and costs in any action or claim brought against SLCC for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
22. **OWNERSHIP IN INTELLECTUAL PROPERTY:** SLCC and Contractor each recognizes that each has no right, title, or

interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.

23. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this contract, in whole or in part, without the prior written approval of SLCC.
24. **REMEDIES:** Any of the following events will constitute cause for SLCC to declare Contractor in default of the contract: i) Contractor's non-performance of its contractual requirements; or ii) Contractor's material breach of any term or condition of the contract. If possible, SLCC may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, SLCC may do one or more of the following: i) exercise any remedy provided by law; ii) terminate this contract and any related contracts or portions thereof; iii) impose liquidated damages, if liquidated damages are listed in this contract; and/or iv) demand a full refund of any payment SLCC has made to Contractor under this contract.
25. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. SLCC may terminate this contract after determining such delay or default will prevent successful performance of the contract.
26. **ATTORNEY FEES.** In the event it is necessary for either party to bring any action to enforce any of the terms of this Contract, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees incurred.
27. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to SLCC is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of SLCC, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
28. **NOTICE:** For purposes of providing notice to SLCC, notice is sufficient if mailed, in writing, first-class, prepaid postage to the following: General Counsel's Office, Salt Lake Community College, 4600 South Redwood Road, AAB 211F, Salt Lake City, Utah 84123.
29. **TRAVEL:** When applicable, reimbursement for travel costs shall be limited to amounts authorized by the State of Utah and SLCC for airfare and per diem rates for employee travel.
30. **RECORDING OF PERFORMANCE:** SLCC may record the performance for archival and/or educational purposes unless otherwise agreed. SLCC advises that it cannot control the use by third parties of cell phones or other personal electronic devices to make audio or video recordings of performance(s) except by announcing the prohibition of such recording. Contractor will not confiscate third party personal electronic devices.
31. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the terms and conditions in this contract, the order of precedence shall be: i) SLCC Standard Terms & Conditions; ii) SLCC Contract Signature Page(s); iii) Additional Terms & Conditions, if any; iv) Contractor's proposal/bid response (incorporated into Agreement by reference); and v) Contractor Terms & Conditions, if any. Any provision attempting to limit the liability of Contractor or limit the rights of SLCC must be in writing and attached to this contract or it is rendered null and void.

32. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
33. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this contract. Contractor must promptly notify SLCC of any errors and/or omissions that are discovered.
34. **ENTIRE AGREEMENT:** This contract, including all Attachments, and documents incorporated by reference hereunder, and the related SLCC solicitation (if any) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of SLCC. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Attachment B

SLCC Employee or Independent Contractor Worksheet

EMPLOYEE OR INDEPENDENT CONTRACTOR WORKSHEET		
If you answer yes to any of these questions, in most cases the individual is considered to be an employee. However, these questions are subjective, and an individual may or may not be classified as an employee based on the individual's occupation or other circumstances. The Business Office will make the final determination as to the proper classification.		
	Employee	Independent Contractor
	Yes	No
1. Is the payee a Salt Lake Community College employee?		
2. Is the individual working exclusively or substantially full-time for SLCC?		
3. Are the services normally performed or can they be performed by SLCC employees? (Teaching, training, etc.)		
4. Are the services of the individual integrated into the operations of the College?		
5. Is SLCC providing long-term assistance to the individual such as additional personnel, support, supplies, equipment, tools, office space, etc., and/or does the individual receive reimbursement for travel and business expenses?		
6. Is SLCC providing on-going training and direction concerning how to complete the task, or is the individual getting more than general directions and the objectives of the task?		
7. Does the prospective independent contractor report to an SLCC staff member who has the right to change how, when, and where the individual does his/her work?		
8. Is there a regular on-going relationship with the prospective independent contractor? For example, are you hiring the individual for more than a one-time task and is he/she getting paid on an hourly, daily, or weekly basis?		
9. Is the prospective independent contractor using experience or expertise gained as a current or previous employee of SLCC to provide the service?		
10. Can the independent contractor quit prior to completion of the project without incurring any legal liability?		
11. Can the independent contractor be terminated at will by the College?		

An Independent Contractor Normally:

- Maintains a separate business with his/her own work facility, equipment, materials or similar accommodations;
- Holds or has applied for a federal employer identification number, unless the Independent Contractor is a sole proprietor who is not required to obtain a federal employer identification number;
- Performs or agrees to perform specific service or work for a specific amount of money and controls the means of performing the services or work;
- Incurs the principal expenses related to the services or work that he/she performs or agrees to perform and is or could be held liable for failure to complete the work or services;
- Receives compensation for work or services that he/she performs for a commission or on a per-job or competitive-bid basis;
- May realize a profit or suffer a loss in connection with performing work or services; and
- Has continuing or recurring business liabilities or obligations.

If, after completing this worksheet, the responses indicate that the individual performing services is:

AN EMPLOYEE

Contact Human Resources for further information.
Do not use this contract.

AN INDEPENDENT CONTRACTOR

Submit this worksheet as Attachment C to the
Independent Contractor Contract.

Attachment C

Contractor's Certificate of Liability Insurance

Attachment D

Contractor's Certificate of Workers Compensation Insurance