



55 VANDERBILT PARKWAY • DIX HILLS, NEW YORK 11746 • 631-421-4530
 510 SWEET HOLLOW ROAD • MELVILLE, NEW YORK 11747 • 631-421-4535
 hhhlibrary.org

INDEPENDENT CONTRACTOR PROGRAM CONTRACT

This contract is valid for all programs during the period: _____

SPEAKER/PERFORMER NAME: _____

Event Day Contact Email _____ **Phone** _____

Programs may be photographed/videotaped for Library use (printed or online).

PROGRAM LOCATION DIX HILLS MELVILLE

Livestream Yes No

Vendor _____

Address _____

Telephone _____ **Website** _____

Email _____

_____ Existing Vendor _____ New Vendor (*W9 required for new vendors - see below*)

NOTE: *It is the vendor's responsibility to notify HHHCL of changes to existing information including name, address, tax status, etc.*

Certificate of Insurance Requirements as detailed in item 2) Insurance under the "Terms and Conditions Governing Contractor's Program" are required unless waiver of insurance is approved by Library Director.

Insurance waived: _____ **YES, insurance is waived** _____ **Insurance required** _____ **Director's Initials**

PAYMENT INFORMATION

For HHHCL to remit payment, vendors must provide the following:

1) Invoice which includes:

Date(s) of program(s)	Program title(s)	Cost of Program
Program times	Vendor invoice	

2) Email invoices and completed W9 to:

Adult Programs: events@hhhlibrary.org Children Programs: childrens@hhhlibrary.org
 Teen Programs: teenservices@hhhlibrary.org

Vendors - please note:

- ▶ Checks issued by HHHCL will be made payable to name listed on vendor invoice unless vendor provides different instructions to the HHHCL Business Office.
- ▶ Checks are only disbursed once per month after approval by the Board of Trustees at their regularly scheduled meeting.

Please sign and return this copy.

DATE

SIGNATURE OF SPEAKER/PRESENTER/PERFORMER

DATE

Department Head
ACCT# _____

CONTINUED ON REVERSE

TERMS AND CONDITIONS GOVERNING CONTRACTOR'S PROGRAM

- 1) **Independent Contractor:** It is understood and agreed that the Contractor is an independent contractor, solely responsible for its own acts and omissions, and shall retain sole control over its employees, agents, invitees and suppliers. All personnel provided by Contractor pursuant to this Agreement shall be employees of Contractor or its subcontractors and shall not be deemed employees of the Library. Contractor shall have no power to bind the Library contractually or otherwise.
- 2) **Insurance:** Contractor and each subcontractor performing any work hereunder shall maintain in full force and effect during the term of this Agreement, policies of insurance as follows:
 - a. Comprehensive General Liability policy with a Combined Single Limit of \$1,000,000 per occurrence and \$2,000,000 aggregate limit, with the Library listed as an "additional insured";
 - b. Workers Compensation and Disability Benefits coverage as required by New York;
 - c. Certificate of Insurance issued prior to the start of the program, showing the required limits, issued by an insurance company licensed to do business in New York which carries a rating of least an "A" by AM. Best and Company. This rating applies to all policies listed on the certificate;
 - d. The certificates of insurance shall state that the coverage will not be cancelled or changed until a minimum of thirty (30) days prior written notice is given by the insurance carrier to the Library. Upon request, Contractor shall furnish the Library with certified copies of each insurance policy referred to above.
- 3) **Consent to Video/Photograph:** Programs may be photographed/videotaped for Library Use (printed or online).
- 4) **Licensing Fees:** To the extent relevant, the Contractor is solely responsible for the payment of any licensing fees/performance fees, royalties, etc.
- 5) **Damage to Property:** The Library or its agents shall not be liable for any damage to the property of the Contractor unless caused by the intentional, reckless or negligence of the Library. Damage cause by patrons during the Program shall not be the responsibility of the Library.
- 6) **Sale of Books/Music:** No books or music (Cd or otherwise) shall be offered for sale during the Program unless prior written consent is given by the Library Director. A copy of any books or music that will be offered for sale will be enclosed with this Agreement for approval.
- 7) **No Assignment:** Contractor shall not assign this Agreement or any right hereunder, including the right to payment, without the prior written consent of the Library. Contractor shall not engage any subcontractor until it has given notice of the same to the Library, provided the required insurance coverage from the subcontractor and obtained the consent of the Library.
- 8) **Defense/ Indemnification.** Contractor: To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the Library, including Board members, officers, employees and agents of the Library, from and against all claims, demands, actions, lawsuits, costs, damages and expenses, including reasonable attorneys' fees, judgments, fines and amounts arising from any willful, act, omission, error, recklessness, or negligence of the Contractor, or resulting from the Contractor's Program, its officers, directors, agents or employees in connection with the performance of the Program, pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- 9) **Promotion and Solicitation:** The Library requires that presentations be "generic" in nature, and not promote any specific products or services. The Library does not permit Contractors from soliciting business from library patrons. Speakers may, however, respond to individual patron's requests for business information provided this is done outside the context of the Library Program.
- 10) **Cancellation:** The Library reserves the right to cancel this Agreement, with or without cause, and without any liability or payment, at any time.
- 11) **Rescheduling:** Should the Library have an unforeseen closing or need to reschedule, the Contractor and Library shall find a mutually agreeable date for rescheduling the Program.
- 12) **Notice.** Any notice given hereunder shall be in writing and shall be given to a party at its email address address set forth herein. For the Contractor, as set forth in ,i l(d), above. For the Library, at _____. A party may change its email address for notice by giving notice of the changed address in accordance herewith.
- 13) **Governing Law, Forum and Jury Waiver.** This Agreement shall be governed and construed in accordance with the laws of the State of New York, and any action arising out of or related to this Agreement shall be filed only in the Supreme Court or District Court of Suffolk County, and the parties agree that such venue is proper. In any such action, the parties waive trial - In the event of any dispute hereunder, including a legal action, the party prevailing shall be entitled to recover its reasonable legal fees and expenses from the party not prevailing. If actions of Contractor threaten to result in, or result in, irreparable injury to the Library or the property for which the Library is responsible, the Library shall be entitled, without bond, to apply for and obtain a preliminary and permanent injunction with regard to the same.
- 14) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, superseding any prior agreements or understandings, written or oral, and may not be changed other than by an agreement in writing signed by the parties hereto. In the event of any conflict between the provisions of this Agreement and any prior representations, written or oral, including the Proposal, the provisions of this Agreement shall prevail.
- 15) **Headings and No Construction Against Drafter.** The headings in this Agreement are for organizational purposes only and are not to be construed as part of the Agreement. This Agreement has been negotiated by the parties and/or their attorneys, and any legal or equitable principles that might require the construction of this Agreement or any provision thereof against the party drafting this Agreement will not apply in any construction or interpretation of this Agreement.
- 16) **No Waiver.** The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any terms or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

HALF HOLLOW HILLS COMMUNITY LIBRARY

By: _____
Margie Hartough, Contingent Director

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Print Company Name: _____