

**UNIVERSITY OF KENTUCKY  
AGREEMENT BETWEEN INDEPENDENT CONTRACTOR AND CLIENT**

Whereas, University of Kentucky, \_\_\_\_\_ intends to contract with  
\_\_\_\_\_ ("**CLIENT**")

\_\_\_\_\_ ("**Independent Contractor--"IC"**) for the performance of certain tasks;

Whereas, IC's principal place of business is located at the following address:

IC's United States Tax Identification Number: \_\_\_\_\_

- IC is a United States citizen  
 IC is a United States Resident Alien  
 IC is a Nonresident Alien of the United States  
(Mark one of the above and attach appropriate forms)

Whereas, IC declares that IC is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement;

Whereas, IC declares that IC is engaged in the same or similar activities for other clients and that Client is not IC's sole and only client or customer.

**THEREFORE, IN CONSIDERATION OF THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE:**

**1. SERVICES TO BE PERFORMED.**

Client engages IC to perform the following tasks and services:

**2. TERMS OF PAYMENT.**

Client shall pay IC according to the following terms and conditions:

IC shall submit invoices to Client for the payments called for in this paragraph.

**3. INSTRUMENTALITIES.**

IC shall supply all equipment, tools, materials, and supplies, to accomplish the designated tasks except as follows:

**4. CONTROL.**

IC retains the sole and exclusive right to control or direct the manner or means by which the work described herein is to be performed. Client retains only the right to control the ends to insure its conformity with that specified herein.

**5. PAYROLL OR EMPLOYMENT TAXES.**

No payroll or employment taxes of any kind shall be withheld or paid with respect to payment to IC if the IC is a United States Citizen or Resident Alien. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If the IC is an United States Nonresident Alien individual federal personal income tax and state personal income tax may be withheld.

**6. WORKERS' COMPENSATION.**

No workers' compensation insurance has been or will be obtained by the CLIENT on account of IC or IC's employees. IC shall comply with the workers' compensation laws with respect to IC and IC's employees.

**7. TERMINATION.**

This agreement shall end on \_\_\_\_\_  
and may not be terminated earlier (except for cause) without \_\_\_\_\_ days  
prior written notice from one party to the other.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(Month, Year) (City, State, Country)

By: \_\_\_\_\_  
Name and Title  
**CLIENT**

By: \_\_\_\_\_  
Name and Title  
**INDEPENDENT CONTRACTOR**