



DARE TO DO MORE

Engaging Consultants – Independent Contractor Agreements

The LaGuardia Community College Related Entities may engage individuals or firms to provide services not otherwise available at CUNY. However, before a consultant can be engaged, the end user is responsible for determining that there are no current employees who can fulfill the requirements as part of their duties and that hiring a consultant is less expensive and more economically advantageous than hiring new or additional employees. **Note that, pursuant to the Public Officer's Law, no former CUNY employee may be contracted to perform services for the LaGuardia Community College Related Entities within two years following the employee's separation from service with CUNY, SUNY, New York State agency, or any entity that derives its funds from New York State.**

A detailed scope of work, the specific qualifications required, and proposed payment terms are needed for any solicitation effort for the contract. The scope of work must be prepared by the end user/requestor; the scope of work can never be prepared by the consultant who will be providing the services.

Suppliers should not perform any work without a fully executed contract and purchase order. To ensure execution allow 4 – 6 weeks prior to event date for processing. LaGuardia Community College Related Entities assumes no liability for goods/services provided without a valid purchase order.

ADDRESS: 31-10 Thomson Avenue
Long Island City, NY 11101

PHONE: 718.482.5000
WEB: www.laguardia.edu





LaGuardia Community College

31-10 Thomson Avenue Long Island City, New York 11101

Contract Checklist

Supplier Registration Package

Active Non-Tax Levy CUNYfirst Supplier? Yes No

Please provide the following:

Supplier Name _____

Supplier Email Address _____

Supplier Telephone # _____

Purchasing will contact the Supplier with directions for the registration process if they are not active.

Contract Package

Contract Draft

Completed Scope of Work

Up-to-Date Resume

Up-to-Date Bio

Event Flyer

Submit Complete Contract Package to Purchasing Department for review prior to obtaining Contractor signature. Incomplete packages will not be accepted.

I _____ have read and understand page 1, titled

Department Contact Name

Engaging Consultants – Independent Contractor Agreements.

Submission Date: _____ Reviewed by: _____ Review Date: _____

*****This form is to be used only for payments of \$1,999 or less to individuals who are not members of orchestras or ensembles under direction of LaGuardia Community College personnel.*****

INDEPENDENT CONTRACTOR AGREEMENT¹

AGREEMENT made as of _____, between the individual listed below (“Contractor”) and the following entity (“Corporation”):

- Corp.
 Contractor

CONTRACTOR		
Name of Contractor		
Address		
Phone Number	Cell Phone	
EIN (leave blank if SS)	E-mail Address	
NAME OF PERFORMANCE/EVENT	DATE	LENGTH

1. The Corporation engages the Contractor to provide the following services for the production/event at LaGuardia Community College described above (the “Services”).

Musician Dancer Actor Speaker Comedian DJ Other _____

2. In return for satisfactory performance of the Services, Corporation will pay Contractor the sum \$_____ of

3. Contractor is an independent contractor and not an employee, agent, or partner of Corporation. Neither party shall have the authority to, nor shall either party attempt to assume any obligation by or on behalf of, the other party. Contractor is solely and personally responsible for any tax liability, including, but not limited to, federal, state, and local income taxes, unemployment insurance, or social security tax, incurred by Contractor. All expenses incurred by Contractor in performing this Agreement shall be Contractor’s sole responsibility.

4. (a) Contractor assumes all risks arising out of or in connection with the performance of the Services. To the extent permitted by law, Contractor, for him or herself and on behalf of his or her family, heirs and personal representative(s), waives, and releases the Corporation, The City University of New York (CUNY), the City of New York, the State of New York, and the directors, officers, students, employees, agents, representatives and assigns of each of them (collectively, the “Released Parties”) from, any and all liabilities, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, damage or injury (including death) to Contractor or others, or to any property belonging to Contractor or others, caused by, deriving from, or associated with Contractor’s performance of the Services, whether arising from the negligence of the Released Parties or others, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the officers, directors, employees, representatives, agents or affiliates of any of the Released Parties (“Claims”).

(b) Contractor shall protect, indemnify, and hold Corporation, CUNY, the City of New York, and the State of New York harmless from and against any and all claims, suits, causes of action, liabilities, losses, damages and expenses (including, but not limited to, attorney’s fees and court costs in connection with any such matters) to which Corporation, CUNY, the City of New York, and/or the State of New York may be subjected arising out of or relating

¹ This form is to be used only for payments of \$2,000 or less to individuals who are not members of an agency or Corporation.

to: (a) injury to person or property, or wrongful death, that may result from any negligence, intentional wrongdoing, malpractice, or incompetence of Contractor, in connection with the performance of this Agreement; and (b) any breach by Contractor of this Agreement or any of Contractor's representations or warranties set forth herein.

5. Contractor hereby grants each of Corporation and CUNY a perpetual, non-exclusive, fully-paid up, worldwide license to make and use, directly and through agents, representatives and subcontractors, audio/video recordings of Contractor's performance of the Services, for non-profit educational, archival, promotional, advertising, and fund-raising purposes, including without limitation on CUNY websites, on branded channels on other media platforms, and on other distribution channels through the CUNY's partnerships with other like-minded organizations and media platforms (e.g., websites of other educational, cultural or governmental organizations) provided such recordings are delivered free to users.

6. Contractor's obligations under this Agreement may not be assigned without the prior written consent of Corporation. This Agreement may be modified only by a written document signed by both parties. This Agreement is governed by the laws of New York State. This Agreement with its attachments represents the entire understanding between the parties and supersedes any prior oral or written agreements or understandings between the parties relating to the subject matter hereof. If any part of this Agreement is held to be unlawful, that part will be limited only to the minimum extent necessary to comply with the law, and the validity of the remaining parts will not be in any way affected.

ADDRESS FOR INVOICES

Contractor must submit invoices for services provided to the following address:

**31-10 Thomson Avenue, Room E-413
L.I.C., NY 11101
relatedentities@lagcc.cuny.edu**

CORPORATION:

CONTRACTOR:

By: _____
_ Name:
Title:

Scope of Work

