

children's museum[®]

PITTSBURGH

Independent Contractor Agreement

This Independent Contractor Agreement (Agreement) is entered into this day of 11/15/2012 by and between the Children's Museum of Pittsburgh (Museum), a non-profit organization located at: 10 Children's Way, Pittsburgh, PA 15212 and Kevin Clancy(Contractor), Address: 5407 Broad Street, Pittsburgh, PA 1520., Telephone: (412) 759-4243, an independent contractor (Contractor).

In consideration of the mutual promises made herein, and the parties intending to be legally bound, the parties agree as follows:

Terms of Agreement

This Agreement will become effective on 11/19/2012 and will continue in effect through 12/31/2012.

Services to be Rendered by Contractor

Contractor agrees to: Fabricate, wire, and install an indicator light system for the "color bouncer" interactive in the Attic exhibit space consisting of three color changing lights installed in custom or modified light fixtures to be connected to and controlled by the existing system.

Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services, including the determination of the need for and hiring of assistant(s), if necessary, at the Contractor's own expense. The Museum may not control, direct, or otherwise supervise Contractor's assistants, independent contractors, or employees in the performance of those services.

Fees: In consideration for the services to be performed by Contractor, Museum agrees to pay to Contractor:

the fee of \$ 720 to be paid as follows:

100% upon completion of services and submission of invoice with proper approvals from the Project Manager.

Choose an Item

- Contractor will invoice Children's Museum for Services Fees as agreed but not more often than weekly. Children's Museum agrees to remit full payment as agreed promptly upon its receipt of the invoice.

- Contractor will provide IRS W-9 completed in full to the Finance Department for processing of payment.
- Taxes will not be withheld from the fee and Contractor will receive a Form 1099 if compensation is at least \$600 for the calendar year. (Contractor agrees the fee is not wages, but rather the fee paid for services rendered as an independent contractor with the Museum.)

Miscellaneous Reimbursement: Generally any expenses incurred are at the expense of the contractor, however, in certain circumstances, where agreed upon, the museum may provide reimbursement for mileage, expenses, membership, etc.:

N/A

The Children's Museum of Pittsburgh is a sales tax exempt organization and does not reimburse sales tax paid out for expenses. Before purchases are made on behalf of the museum, contractor will confirm with Museum that it is a reimbursable expense. All reimbursement requests must be submitted via detailed invoice with applicable ORIGINAL receipts.

Warranties and Acknowledgement: Contractor warrants that the Services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. Contractor acknowledges that this is a personal services contract and, as such, is not assignable by Contractor to any other individual or entity, without the express written permission by the Museum to do so.

Tools and Instruments: Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement. If contractor may be permitted or authorized to use Museum tools or supplies, please indicate as such: The Museum will supply all tools, equipment, and supplies required to perform the services under this Agreement.

Workers' Compensation: If Contractor is subject to the Pennsylvania Workers' Compensation Law, the Contractor will agree to provide workers' compensation insurance for Contractor's employees and agents (if any) and agrees to hold harmless and indemnify Museum for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

General Liability Insurance Coverage: Contractor agrees to hold Museum free and harmless from any and all claims arising from any such negligent act or omission committed by Contractor or Contractor's employees or agents (if any) during the performance of any duties under this agreement.

It is recommended that Contractor carry liability insurance. If Contractor carries insurance, it is recommended to carry a minimum coverage of \$300,000 per occurrence and name the Children's Museum of Pittsburgh as additional insured under any such policy. A copy of the policy may be required to be presented to the Museum as agreed upon.

Automobile Liability Insurance Coverage: Contractor agrees to maintain a policy of automobile liability insurance for all owned, leased or rented vehicles.

Criminal History Background: Contractor may be subject to a Criminal Background Check at the cost of the Contractor. The Museum's reputation and trust in the community as well as with our visitors will determine the contracting of persons arrested with cases pending and/or convicted of certain crimes, particularly violent crimes and/or crimes involving children. Results of a criminal background may render this agreement null and void. Any and all criminal backgrounds of Contractor or Contractor's employees or agents (if any) must be discussed with project manager prior to signing agreement. If Contractor has any employees or agents, they are also subject to having current acceptable clearances upon request.

Obligations of Museum

Museum agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement. The determination of whether a request is reasonable will be determined by the Museum using its best business judgment.

Termination of Agreement

Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving 7 calendar days written notice to the other party.

General Provisions

Proprietary Rights: Confidential Information: Contractor acknowledges that information obtained while doing business at the Children's Museum including this Agreement is confidential and should not be disclosed except to (1) its employees, (2) those who need to know the content of such information in order to perform services exclusively for the project/service, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the performance of services by Contractor for Museum, and contains all of the terms and conditions between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of, or amendment to this Agreement, will be effective only if it is in writing and signed by both parties to this Agreement.

Independent contractor relationship: The relationship of Contractor to Museum is that of an Independent Contractor. Individuals associated with either and/or both parties are neither agents nor employees of the other party for federal, state, or local tax purposes or any other purpose whatsoever, and are not entitled to wages or to any employee benefits.

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed and in force by their duly authorized representatives as of the Agreement Date set forth above.

Children's Museum:

BY:

TITLE: Director of Museum Experiences

Children's Museum of Pittsburgh

10 Children's Way

Pittsburgh, PA 15212

Date:

Contractor:

BY:

TITLE: Contractor

Address: 5407 Broad St. Pittsburgh, PA 15206

Phone: (412) 759 - 4243

Date:

Contractor may provide contact information to be kept on file at the Children's Museum in case of an emergency: Emergency Contact Name : Telephone: