

Educational Service Unit 8

110 West 3rd Street
PO Box 89
Neligh, NE 68756
Phone: (402) 887-5041
Fax: (866) 737-5735

www.esu8.org

CONTRACT FOR SERVICES

This contract is made this ____ day of _____, 20__, between Educational Service Unit 8 having a principal place of business at 110 West 3rd Street, Neligh NE 68756, hereinafter "ESU 8", and "_____" an independent contractor, hereinafter "Contractor."

1. This contract will be effective for the period of _____.
There shall be no guarantee that this contract will be renewed beyond the period stated. ESU 8 reserves the right, for any reason or no reason at all, to terminate this contract at any point in time, including prior to end date stated herein.
2. Contractor will perform the following services at:
3. In consideration for the services to be performed by Contractor, ESU 8 agrees to pay:
4. The total amount of this contractual work shall not exceed the amount listed above without prior written consent from ESU 8 Administrator. All invoices/expenses are to be submitted to the ESU 8 Business Office by the end of the month for payment the following month. Expense reimbursement requests must include copies of **detailed** receipts. Expenses must be reasonable and there will be no reimbursement for alcohol. In the event that the Contractor does not follow or otherwise comply with these terms, the ESU 8 (in its sole discretion) may reduce the Contractor's payment by an amount to be determined by the ESU 8 Administrator.
5. The parties intend that an independent contractor relationship be created by this Contract. The conduct and control of this work shall lie solely with the Contractor. Contractor shall be free to contract for similar services to be performed for other clients while he/she is under contract to ESU 8. When performing such services for other clients, Contractor may not make use of any concepts, data, information or processes that are the proprietary property of ESU 8, or act in any other way so as to create a conflict of interest with the Contractor's work for ESU 8. Contractor shall not be considered an agent or employee of ESU 8 for any purpose and shall not be entitled to any of the benefits ESU 8 provides for its employees, including but not limited to vacation and holiday pay, or payment of the employer's share of social security. ESU 8 shall not make any deductions that are required by employers by federal, state, or local law for Contractor's social security and withholdings taxes.
6. Neither this contract nor any duties or obligations under this Contract may be assigned by Contractor without the prior consent of ESU 8

7. Contractor agrees to hold ESU 8 harmless from any and all claims arising from any negligent or willful act committed by Contractor during performance of any duties under this Contract.
8. Contractor agrees that Contractor shall correct errors or oversights by Contractor that require additional work to rectify at no charge to ESU 8.
9. This contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for ESU 8 and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other contract, statement, or promise not contained in this contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the party to be charged.
10. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
11. ESU 8 is an equal opportunity contractor. It is the policy of the company not to discriminate on the basis of race, creed, color, religion, sex, national origin ancestry, age, marital status, pregnancy or other related medical conditions, physical or mental handicap, or veteran status.
12. Any images, documents or other works developed, created or designed by the Contractor for or in anticipation of any services covered or rendered under this contract shall become the sole property of ESU 8 and the Contractor shall disclaim any ownership or intellectual property claim to said images, documents or other works. The Contractor agrees that he or she will not violate any copyright, trademark or other intellectual property laws in the performance or rendering of services under this contract.

This contract will be governed by and construed in accordance with the laws of the State of Nebraska.

Executed at Neligh, Nebraska on the date and year written below.

ESU 8 Contact
Educational Service Unit 8

Date

Administrator or Designee
Educational Service Unit 8

Date

Contractor

Date