

CultureTrust Greater Philadelphia | AGREEMENT FOR CONTRACTED SERVICES

<<MMMM DD, YYYY>>

<<PROJECT NAME>>/CultureTrust Greater Philadelphia, a Pennsylvania charitable trust with an address c/o CultureWorks Greater Philadelphia, The Philadelphia Building, 1315 Walnut Street, Suite 320, Philadelphia, PA 19107 and the Contractor named below make this Agreement regarding any article or articles, photographs, or other art of any description [“Work”] that you produce.

<<CONTRACTOR NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

<<CITY, STATE ZIP+4>>

<<EMAIL>>

<<PHONE>>

Throughout our Agreement, “<<PROJECT NAME>> of CultureTrust” refers to <<PROJECT NAME>> of CultureTrust Greater Philadelphia; “you” and “your” refer to the other Contractor; “we”, “our”, and “us” refer to both parties together. <<PROJECT NAME>> of CultureTrust wants your services, and you’ll provide your services. In consideration of our Agreement’s provisions, and intending to be legally bound by this written Agreement, we agree as follows:

1. What you do for <<PROJECT NAME>> of CultureTrust

<<DESCRIBE WORK>>

2. Your Fee

2.1 - Fee

<<PROJECT NAME>> of CultureTrust will pay you a fee for your Work. Even if a fee relates to your time worked, it is not a wage. Provided <<PROJECT NAME>> of CultureTrust has accepted delivery of your Work, <<PROJECT NAME>> of CultureTrust will issue payments for fees one month after receiving a monthly invoice from you.

The contract period is <<MMMM DD, YYYY>> - <<MMMM DD, YYYY>>. You will be paid <<RATE/FEE>> over the contract period. You will invoice <<PROJECT NAME>> of CultureTrust for hours worked.

2.2 - No other compensation

The fee provided by ¶ 2.1, ¶ is your only compensation. Without limiting the comprehensive effect of the preceding sentence, ¶ 3.4 [“Expenses”], ¶ 3.8 [“Intellectual property”], and ¶ 3.11 [“Taxes”] describe some of the ways that you’re not entitled to other compensation.

3. General Provisions

3.1 - About our Agreement

Our Agreement will be construed as jointly drafted by the parties, and not for or against either party. Any course of dealing between us can’t change or discharge any provision of our Agreement or any right or obligation of either of us. Either party’s failure to exercise or assert a right isn’t a waiver of any right. We may change our Agreement, but only by a writing that’s signed by both parties. Neither party may assign any of the party’s rights under our Agreement, voluntarily or involuntarily, without the prior written consent of the other. Any purported assignment is void and of no effect.

3.2 - Confidential relationship

You’ll keep <<PROJECT NAME>> of CultureTrust’s information confidential. You won’t disclose or use any of <<PROJECT NAME>> of CultureTrust information other than to provide your services to <<PROJECT NAME>> of CultureTrust.

3.3 - Entire Agreement

This written Agreement is the complete and exclusive statement of our Agreement, and contains all our understandings. This written Agreement supersedes all prior or contemporaneous agreements, understandings, or any oral or written statements about this subject matter. There is no understanding between us that isn’t stated by this written Agreement.

3.4 - Expenses

<<PROJECT NAME>> of CultureTrust will reimburse you for reasonable and necessary expenses you incurred in association with the preparation of your Work if your manager has authorized you in advance to incur such expenses, and, expenses are supported with satisfactory documentation. You must submit any approved expenses using a reimbursement form provided to you by the Project Director of <<PROJECT NAME>> of CultureTrust. You must attach receipts or other documentation (originals or copies) for all expenses to the reimbursement form. <<PROJECT NAME>> of CultureTrust will not pay for expenses without documentation. Otherwise, all expenses of providing your services are your expenses.

3.5 - Governing law and exclusive venue

The internal laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts-of-law principles) govern all matters arising out of, or relating to, our Agreement, including all torts related to either party or your services, the publicity or privacy of either party, and the subject of our Agreement. Further, the internal laws of Pennsylvania (without giving effect to its conflicts-of-law principles) govern all matters arising out of, or relating to, validity, construction, interpretation, performance, and enforcement of our Agreement and its transactions. For any proceeding that arises out of or relates to our Agreement or any transaction it contemplates, either party must bring any such proceeding only in the United States District Court for the Eastern District of Pennsylvania as it sits in Philadelphia or a Commonwealth of Pennsylvania court for and that

sits in Philadelphia County; consents to the exclusive jurisdiction of these courts and their appellate courts; and knowingly waives any right to assert that any such proceeding brought in these courts was brought in an inconvenient forum.

3.6 - Indemnity

You'll indemnify <<PROJECT NAME>> of CultureTrust for its losses, damages, and reasonably incurred expenses that result from your breach of our Agreement or your negligence in performing your services.

3.7 - Independent contractors

You're an independent contractor, and <<PROJECT NAME>> of CultureTrust doesn't control or direct the way you perform your services. Each party is an independent contractor to the other. Nothing in our Agreement sets up a partnership, joint venture, franchise, association, principal-and-agent, or employer-employee relationship. Neither party has any authority to act on the other's behalf, or to bind the other in any way.

3.8 - Intellectual property

Any idea or expression that you include in anything you deliver (or cause or permit to be delivered), whether in writing or orally, or that you in any way provide or reveal to <<PROJECT NAME>> of CultureTrust is a work made for hire, without additional compensation. You don't expect a royalty or any compensation beyond the fee stated by Part 2.

3.9 - Notice

A notice under our Agreement must be in writing, and delivered to the party at its address recited above, or at its new address that is specified by notice. Any such notice is given when received. But a receipt indicating that delivery was refused is deemed actual delivery.

3.10 - Set-off

In addition to ¶ 3.6, <<PROJECT NAME>> of CultureTrust may treat any expense, damage, or loss that is or would be the subject of your indemnity as a set-off against any amount due you under our Agreement.

3.11 - Taxes

Your fee includes every tax of any kind, including (for example) income, franchise, sales, use, value-added, and employment taxes. Every tax concerning your fee is your responsibility.

3.12 - Tax-reporting information

You certify, under penalties of perjury, each of the following:

- (1) That you are a U.S. person.
- (2) That you are exempt from backup withholding.
- (3) That the number shown above as your SSN/ITIN/EIN is your taxpayer identification number.

If you can't truthfully certify statement 2 because you're subject to backup withholding, complete, sign, and deliver to <<PROJECT NAME>> of CultureTrust, IRS Form W-9. If you can't truthfully certify statement 1 because you're not a U.S. person, complete, sign, and deliver to <<PROJECT NAME>> of CultureTrust, IRS

Form W-9 and each Form W-8 you want <<PROJECT NAME>> of CultureTrust to rely on concerning a possible exemption from tax withholding or tax treaty benefit.

3.13 - Term

Our Agreement takes effect when both parties have signed and delivered our Agreement. Our Agreement ends when <<PROJECT NAME>> of CultureTrust has paid you all fees.

4. Making it binding

To make our Agreement binding, each party signed below. You confirm that you had a reasonable opportunity to get independent business and legal advice concerning our Agreement.

You certify that you read ¶ 3.12. The Internal Revenue Service does not require your consent to any provision of this document other than the ¶ 3.12 certifications required to avoid tax withholding.

Contractor

BY: _____

<<CONTRACTOR NAME>>

<<DATE>>

<<PROJECT NAME>> of CultureTrust Greater Philadelphia (<<PROJECT NAME>> of CultureTrust)

BY: _____

President

CultureTrust Greater Philadelphia

<<DATE>>