

**ELIZABETH CITY STATE UNIVERSITY**  
**CONTRACT FOR INDEPENDENT CONTRACTOR CATERING SERVICES**

THIS AGREEMENT is made and entered into by and between **ELIZABETH CITY STATE UNIVERSITY**, a constituent institution of the University of North Carolina, (hereinafter referred to as "ECSU") with an address of 1704 Weeksville Road, Elizabeth City, North Carolina, USA, and \_\_\_\_\_, (hereinafter referred to as "Independent contractor") whose business address is: \_\_\_\_\_.

RECITALS:

In consideration of the mutual promises and agreements of the parties, ECSU shall obtain the professional services of Independent Contractor in the manner set forth below:

1. It is acknowledged and agreed that Independent Contractor is not an employee and shall have exclusive control over the details of the performance and the means and methods utilized in fulfilling all contractual obligations.
2. Independent Contractor shall furnish workers compensation and liability insurance as may be necessary to protect Independent Contractor and Independent Contractor's agent(s) and/or employee(s) in connection with fulfilling the contractual obligations.

3. Independent Contractor shall have the following duties under this agreement:  
Prepare and provide \_\_\_\_\_ for approximately \_\_\_\_\_ guests during the ECSU's \_\_\_\_\_.  
Items and services to be provided by Independent Contractor shall include the following:

- 3.1. \_\_\_\_\_;
- 3.2. \_\_\_\_\_;
- 3.3. \_\_\_\_\_;
- 3.4. \_\_\_\_\_;
- 3.5. \_\_\_\_\_;
- 3.6. \_\_\_\_\_;
- 3.7. \_\_\_\_\_;
- 3.8. \_\_\_\_\_;
- 3.9. \_\_\_\_\_;
- 3.10. \_\_\_\_\_;
- 3.11. \_\_\_\_\_;
- 3.12. \_\_\_\_\_;
- 3.13. \_\_\_\_\_;
- 3.14. \_\_\_\_\_; and

- 3.15. Delivery, set-up, service with chafing dishes and sterno (buffet-style), clean-up of catering area.

4. Independent Contractor shall perform the contractual obligations on the following date(s), time(s) and location(s): \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_:\_\_\_\_ in the \_\_\_\_\_.

5. ECSU shall pay Independent Contractor a total sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_.\_\_\_\_) as the fee for the satisfactory performance of contractual obligations. ECSU shall not withhold federal taxes, state taxes, social security, workers compensation, employment security contributions or any other benefits from Independent Contractor's fee for services rendered.  
Payment of the fee shall be paid by university check, made payable to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
**Federal Tax ID #** \_\_\_\_\_ within 30 days following receipt of a correct statement/invoice for prior services rendered on \_\_\_\_\_, 20\_\_\_\_.
6. ECSU shall be responsible for providing the following items and/or technical requirements under this agreement, if applicable: \_\_\_\_\_
7. Except as set forth in SECTIONS 5 and 6 above, Independent Contractor shall be responsible for paying all other costs and expenses in connections with the contractual obligations, if any.
8. In the event that Independent Contractor fails to perform the contractual obligations, due to an "act of God," or any other cause beyond the reasonable control of the parties, then reasonable attempts shall be made to reschedule the service(s) at a mutually agreeable date and time. If no alternate date and time can be agreed upon, then both parties shall be relieved from the obligations of the contract.
9. If Independent Contractor fails to perform for any reason other than those identified in SECTION 8 above, ECSU may at its option terminate this agreement or seek to reschedule the service(s) at a mutually agreeable time.
10. Either party may terminate this contract by providing the other party with thirty (30) days advance written notice from the effective date of termination.

If to ECSU:

\_\_\_\_\_  
Elizabeth City State University  
1704 Weeksville Road, Campus Box \_\_\_\_\_  
Elizabeth City, NC 27909

If to Independent Contractor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. If Independent Contractor's professional services require a license, Independent Contractor shall provide ECSU with documentation from relevant North Carolina licensing board evidencing current licensure.
12. Independent Contractor agrees to hold ECSU, its Board of Trustees, employees, and agents harmless from any claim(s), legal suit(s) or legal proceeding(s) arising out of Contractor's

acts and/or omissions, or the acts and/or omissions of its agent(s) and/or employee(s) or breach of Contractor's duties as described in this contract, including indemnifying ECSU for reasonable expenses in defending such claims, suits or proceedings.

13. If any provision of this agreement is deemed unenforceable, it shall not affect or cause the remaining provisions to be invalid.
14. This contract is for professional services and shall not be assigned without prior approval.
15. Independent Contractor will not use the marks or names of ECSU for any purposes without prior written approval of ECSU.
16. Independent Contractor warrants that Independent Contractor is in the business of providing the services as described in SECTION 3 above, and is fully able to perform the contractual obligations with the highest professional standards and that Independent Contractor will perform said services and shall not assign or delegate the duty to any other individual(s)/company.
17. This contract shall be governed, construed, and enforced by the laws of the State of North Carolina (excluding any conflict of laws provisions of the State of North Carolina which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding shall be brought in the courts located in North Carolina. Each party agrees to be subject to the jurisdiction and venue of the courts located in the State of North Carolina, USA should litigation arise between the parties.
18. The parties shall comply with all federal, state, and municipal laws, rules, and regulations that are applicable to the negotiation and performance of this contract.
19. **VEVRAA REQUIREMENT.** ECSU is subject to the requirements of the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA). **This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
20. **SECTION 503 REQUIREMENT.** ECSU is subject to the requirements of Section 503 of the Rehabilitation Act of 1973. **This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
21. This contract is subject to the availability of funds to pay amounts due under this contract.

22. This contract may be modified only by written amendment executed by the authorized representatives of both parties.
23. This agreement replaces all prior written agreements and incorporates all the terms and conditions agreed upon by the parties regarding the engagement. There shall be no modifications or amendments except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement, in original counterpart(s), as of the dates indicated below. This agreement shall not become effective until executed by ECSU.

**ELIZABETH CITY STATE UNIVERSITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Sec. of State Corp. ID#: \_\_\_\_\_