

COLUMBUS STATE UNIVERSITY FOUNDATION

(INDEPENDENT CONTRACTOR AGREEMENT)

This Agreement, by and between COLUMBUS STATE UNIVERSITY FOUNDATION ("FOUNDATION"), a cooperative organization of COLUMBUS STATE UNIVERSITY (UNIVERSITY) and Jo Ellen Holbrook ("CONTRACTOR"), is entered into and becomes effective on the date it is fully executed by all parties, together with all riders and addenda attached hereto, and provides, as follows:

Primary Terms and Conditions

1. SERVICES PERFORMED:

Contractor agrees to perform for FOUNDATION the following services:

2. PAYMENT:

FOUNDATION will pay Contractor for Services no less than thirty (30) days following completion of all Services and in accordance with the following payment terms:

3. TERM:

This Agreement is for a specific terms, as follows:

Mandatory Terms and Conditions

(these conditions cannot be changed or amended without approval of OGC)

- 1. STATE LAWS:** The validity, construction, and effect of this Contract shall be governed by the laws of the State of Georgia.
- 2. INDEPENDENT CONTRACTOR:** CONTRACTOR and his/her representatives are independent contractors and are not employees of FOUNDATION. CONTRACTOR is solely responsible for all federal and state unemployment taxes, FICA, income, and any other applicable taxes. FOUNDATION will not withhold any amount that would normally be withheld from an employee's pay and neither CONTRACTOR nor any employee of CONTRACTOR shall participate in any benefits of any sort, which FOUNDATION offers to its employees. Services will be performed by CONTRACTOR, and FOUNDATION is not required to hire, supervise, or pay any assistants, to help the CONTRACTOR. CONTRACTOR affirms that FOUNDATION will not be required to furnish or provide any training to CONTRACTOR or to any employees of CONTRACTOR to enable CONTRACTOR to perform the Services. FOUNDATION is not required to provide CONTRACTOR with office space.

3. **LIMITATION OF TERMS:** The Contract contains the complete understanding of the parties and cannot be amended, supplemented, modified or rescinded except by a writing signed by all parties to the Contract.
4. **FORCE MAJEURE:** The parties' obligation to perform the Contract shall be excused, and the Contract shall be deemed rescinded, if CONTRACTOR's engagement is rendered impossible or infeasible as a result of illness, death or injury to CONTRACTOR; accident; fire; riot or other manifestation of civil disorder; an act, rule or regulation of any public authority or court; an act of God; or any other event beyond the reasonable control of either party which would preclude the performance.
5. **INABILITY TO PERFORM:** If CONTRACTOR arrives prior to the scheduled performance under the influence of intoxicating beverages, narcotics or drugs, and, as a result thereof, in the opinion of FOUNDATION, CONTRACTOR cannot render said performance within the reasonable expectations of FOUNDATION, then such condition shall be a breach of this Contract by CONTRACTOR.
6. **DEPOSITS:** Unless otherwise specified in the Agreement, FOUNDATION will not make any advance payments or deposits prior to the completion of services contracted for herein.
7. **JURISDICTION AND VENUE:** In the event that any litigation or other legal proceedings shall arise under or in connection with this Contract, such litigation or other legal proceeding shall be conducted in the state courts located within Muscogee County, Georgia. Furthermore, CONTRACTOR consents to jurisdiction and venue in the state courts in Muscogee County, Georgia, and hereby waives any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
8. **DELAY OF PERFORMANCE:** FOUNDATION reserves the right to prorate and/or adjust the cost of the services contracted for herein, or to terminate this Contract if the commencement of CONTRACTOR's engagement is unduly delayed due to the fault of CONTRACTOR and/or any of their agents and/or representatives.
9. **STATEMENT OF NON-DISCRIMINATION:** The parties mutually agree that in the performance of the Contract they will not discriminate or permit discrimination against any person or group of persons on the basis of gender, disability, race, color, religion, national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia, the policies of UNIVERSITY.
10. **INDEMNIFICATION:** CONTRACTOR agrees to release, hold harmless, and indemnify FOUNDATION, THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF COLUMBUS STATE UNIVERSITY, their officers, employees, agents, representatives and assigns from any and all claims, demands, actions, damages, liability, costs and expenses of any kind arising out of the subject matter of the Contract to the extent such lawsuits, claims, demands, actions, damages, liability, costs and expenses arise as a direct result of the CONTRACTOR'S negligent acts, omission or breach of this Contract.
11. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:** It is understood and agreed that nothing contained in the Contract or any related contract shall require FOUNDATION or UNIVERSITY to violate any of its policies or any laws of the United

States or the State of Georgia.

- 12. **OTHER ACTIVITIES:** It is understood and agreed that CONTRACTOR will obtain FOUNDATION's approval prior to participating in any presentations, activities or meetings with organizations or groups other than those described herein during the time period covered by the Contract.
- 13. **NON-ASSIGNABILITY:** No party shall transfer any interest in the Contract, whether by assignment or delegation, without the written consent of the other party.
- 14. **SEVERABILITY:** The invalidity, in whole or in part, of any provision of the Contract does not affect the validity of the remainder of the Contract.

COLUMBUS STATE UNIVERSITY FOUNDATION CONTRACTOR

By: _____
Signature

Dr. Rocky Kettering

Executive Director, CSU Foundation

Date: _____

By: _____
Signature

Print Name

Title

Date: _____