

This Personal/Professional Services Agreement and any amendments to this agreement (collectively, this "Agreement") will not be effective and no work shall begin until this Agreement is approved by the Chief Financial Officer of the SUNY New Paltz Foundation, Inc. ("Foundation"). All areas of this Agreement must be completed in full prior to submission to the Foundation. Please note that only the original hand signed document or one that is signed electronically, such as with an Adobe digital ID, in a format acceptable to the Foundation will be accepted.

**Contractor Information (Please Print):**

Legal Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Remittance Address (if different): \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**The contractor is a (must check one):**

U.S. citizen (Form W-9 required)     Non-resident alien (additional forms required)     U.S. resident alien (Form W-9 required)

**The contractor is a (must check one):**

Individual/Sole Proprietor     Limited Liability Company     Corporation     Partnership

**Contractor is a SUNY New Paltz alumnus/alumna?**  Yes     No **If yes, please provide class year and name while attending.** \_\_\_\_\_

**Contractor is a current/previous New York State employee?**  Yes     No **If yes, proceed to the next line. If no, skip to "Description of Services" section.**

If contractor is a **current** New York State employee, provide the following information:

Name of State Agency \_\_\_\_\_ Position: \_\_\_\_\_

If contractor is a **previous** New York State employee, provide the following information:

Name of State Agency \_\_\_\_\_ Date of Separation from Service \_\_\_\_\_

**Description of Services** (Provide a description of services to be rendered and/or tangibles to be delivered; attach additional pages if needed):

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

**Statement of Contractor:**

The above contractor ("Contractor") will perform the above stated services from the inclusive dates \_\_\_\_\_ through \_\_\_\_\_, for the agreed sum of \$\_\_\_\_\_ (the "Consideration"). In performing the above services, the Contractor is engaged as an independent contractor, and it is understood and agreed that the Contractor, not the Foundation, will be solely responsible for any federal and state taxes applicable to this engagement and the payment of the Consideration. It is further understood that, as an independent contractor, neither the Contractor, nor any employee, agent or contractor of the Contractor, will be eligible for any employee or other benefits, including, but not limited to, Federal-State Unemployment Insurance, Federal Social Security or Workers Compensation. The Contractor is not currently employed by the State University of New York System or the Foundation.

**GENERAL TERMS AND CONDITIONS**

- 1. Authority.** Contractor shall have no authority to bind or obligate the Foundation in any manner whatsoever without the prior written consent of the Contract Officer of the Foundation.
- 2. Compliance with Laws.** Contractor is currently in compliance with and agrees to maintain compliance with all laws, ordinances, rules, regulations, and other governmental requirements applicable to the operation of Contractor's business and the performance of the services and provision of the goods described in this Agreement.
- 3. Confidential Information.** Contractor agrees that it shall not disclose to any third party without the prior written consent of the Contract Officer of the Foundation any confidential or proprietary information of the Foundation.
- 4. Insurance.** Contractor shall procure and maintain in force (a) commercial general liability insurance, including bodily injury and property damage coverage, in an amount of no less than \$1,000,000 per occurrence, (b) automobile liability insurance (if vehicles are used in the performance of this Agreement) in an amount of no less than \$1,000,000 per occurrence, and (c) workers compensation and disability benefits insurance covering all persons employed by Contractor. Contractor's commercial general and automobile liability coverage shall name SUNY New Paltz and the Foundation as additional insureds, shall be primary and non-contributory with respect to any insurance or self-insurance carried by SUNY New Paltz or the Foundation and shall not be canceled or materially modified without 30 days prior written notice to the Foundation. All insurance shall be procured from insurers authorized to write insurance in the State of New York. Contractor shall provide the Foundation with a certificate of insurance which evidences the coverages and other requirements set forth above prior to the commencement of this Agreement and thereafter from time to time upon request of the Foundation.
- 5. Indemnity.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless SUNY New Paltz and the Foundation and their respective directors, trustees, officers, and employees (collectively, the "Indemnitees") from and against any and all claims, demands, liabilities, damages, costs, expenses, suits, causes of action, settlements and judgments, of any nature whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or incidental to (a) any act performed or omitted to be performed by Contractor or its employees or contractors in connection with this Agreement, or (b) the breach of any term, provision, representation of warranty of this Agreement by Contractor or its employees or contractors. This Section 5 shall survive the termination or expiration of this Agreement.

6. **Release.** To the fullest extent permitted by law, Contractor (i) assumes all risks associated with performing the services to be rendered and providing the goods pursuant to this Agreement and (ii) waives all claims Contractor might otherwise have against the Indemnitees for (and releases the Indemnitees from) any loss, damage, liability, expense or injury that may be suffered or incurred in performing such services.

7. **Integration; Amendment.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or undertakings of the parties pertaining to the subject matter hereof, and may not be modified or amended except with the written consent of the parties.

8. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to such persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. **Waiver.** Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of such provision itself. Any waiver of any provision of this Agreement shall be effective only if set forth in writing and signed by the party to be bound.

10. **Binding Effect.** The provisions of this Agreement shall be binding upon and insure to the benefit of the parties and their respective heirs, personal representatives, administrators, successors, and permitted assigns. Contractor shall not assign or otherwise transfer this Agreement or any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Contract Officer of the Foundation. Any attempted or purported assignment or delegation by Contractor in violation of the foregoing is void.

11. **Construction and Interpretation.** The headings in this Agreement are for convenience of reference only and shall have no effect whatsoever on the construction or interpretation of any provision of this Agreement. All provisions of this Agreement have been negotiated at arms length, and this Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision hereof.

12. **Attorneys' Fees.** If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted to enforce or interpret any provision of this Agreement or in connection with any dispute hereunder, the prevailing party shall be entitled to recover such amount as the court may adjudge reasonable as attorneys', paralegals', accountants', and other experts' fees, and other fees, costs, and expenses of litigation at trial or on any appeal or review, in addition to all other amounts provided by law.

13. **Counterparts.** This Agreement may be executed in counterparts, all of which shall constitute one and the same agreement.

14. **Relationship of Parties.** Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee relationship, or any other relationship between the Foundation and Contractor other than that of the Contractor being an independent contractor of the Foundation.

15. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. All actions and proceedings relating directly or indirectly to this Agreement shall be litigated in a court of competent jurisdiction within the geographic boundaries of Ulster County, New York. The Parties hereto expressly consent to the jurisdiction of any such court and to venue therein.

16. **Property Rights.** All plans, specifications, drawings, designs, and other documents and materials prepared or generated by or on behalf of Contractor in connection with this Agreement are hereby assigned by Contractor to the Foundation and shall be the property of the Foundation and shall be returned by Contractor to the Foundation upon the termination of this Agreement. Contractor hereby further assigns, and the Foundation shall have, the right, title and interest in and to, all copyrights, patents and trademarks in connection with all plans, specifications, drawings, designs, and any other documents and materials prepared or generated by or on behalf of Contractor in connection with this Agreement.

17. **Consideration.** The payment to Contractor of the Consideration specified in this Agreement represents the total amount of remuneration for all services to be performed and goods to be provided by Contractor hereunder.

18. **Termination.** This Agreement may be terminated by mutual written agreement of the parties or by either party upon not less than 30 days' written notice to the other. If any of the Consideration was paid to Contractor in advance, a pro-rated amount of such Consideration representing services and goods not yet performed or provided as of the effective date of termination shall promptly be returned to the Foundation. Without limitation of other remedies that may be exercised by the Foundation, the Foundation may immediately terminate this Agreement upon notice to Contractor if Contractor fails to perform the services or deliver the goods described herein to the reasonable satisfaction of the Foundation, or if Contractor commits acts, or fails to perform duties, constituting illegal activity, gross negligence or willful misconduct, or engages in conduct adverse or harmful to the reputation of the Foundation or SUNY New Paltz. This Agreement shall immediately terminate without notice upon the conviction of the Contractor of a felony or if the Contractor is determined to be bankrupt or insolvent.

19. **Services Performed / Goods Provided.** The services to be performed and goods to be provided by Contractor shall consist of (a) those described in the "Description of Services" section above, (b) any other services or goods agreed to in writing by the parties hereto, and (c) all services and goods which are not listed in the "Description of Services" but are reasonably inferred from and/or ancillary to the services and goods listed in the "Description of Services" or other agreed upon services or goods.

20. **Representations and Warranties.** Contractor hereby makes the following representations and warranties: (a) Contractor has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) the execution, delivery and performance of this Agreement by Contractor has been duly and validly authorized by all necessary corporate action and constitutes the legal, valid and binding obligation of Contractor; (c) the services to be performed by Contractor will at all times be performed in a safe, competent and professional manner and in accordance with the highest industry standards; (d) all goods provided will be new, not subject to any liens, suitable and fit for their intended purposes, and owned by the Foundation upon payment of the Consideration; (e) Contractor and its employees and contractors have and will maintain in good standing throughout the term of this Agreement all necessary licenses, permits, approvals and other such consents as are necessary to perform the services and provide the goods; and (f) Contractor has and will throughout the term of this Agreement timely pay its employees and contractors all wages and other benefits to which they are entitled consistent with all applicable laws, rules and regulations.

**Contractor Certification:** I hereby certify that all of the information provided in this Agreement is complete, true and correct.

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Signature

Name (Please Print)

Date

**Statement of Account Manager:** I certify that the payee was not under the direction and control of the Foundation or SUNY New Paltz while performing the services described above. The indicated sum paid for services received is properly chargeable to:

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Account Number

Account Name

Name (Please Print)

Authorized Signature

Date

**SUNY New Paltz Foundation, Inc.:**

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Signature

Title

Date