

AGREEMENT

AGREEMENT made on this the _____ day of _____, 20__ between the Western North Carolina Conference, United Methodist Church, with its office at 3400 Shamrock Dr., Charlotte, NC 28215 (hereinafter The United Methodist Church), and _____(hereinafter referred to as "Contractor"), of _____

WHEREAS, the Western North Carolina Conference wishes to retain the services of a Contractor on the terms and conditions hereinafter set forth; and _____.

WHEREAS, Contractor has agreed to offer such services as are described herein for the consideration described herein;

NOW, THEREFORE, WITNESSETH, that in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereto, intending to be legally bound, agree to as follows:

1. **DUTIES**

- A. The Western North Carolina Conference hereby retains Contractor, and Contractor hereby agrees to act as such on the terms and conditions set forth in this agreement.
- B. Acting in his/her capacity as Contractor for the Western North Carolina Conference, Contractor shall have the following responsibilities.

Job Description:

Duties:

- C. Contractor shall report to

2. CONSIDERATION

A. In consideration of the services to be rendered by Contractor to the Western North Carolina Conference under paragraph 1, hereof, the Western North Carolina Conference shall pay to Contractor, and Contractor agrees to accept the sum of:

a) \$_____ payable in the following installments:

1. \$_____ on _____, 20__.
2. \$_____ when _____ has been completed.
3. \$_____ upon completion of the project to the satisfaction of _____

b) \$_____ payable for/or month consulting for months running from _____, 20__ to _____, 20__, as Contractor's services are requested in writing by _____.

3. RELATIONSHIP BETWEEN THE PARTIES

A. Contractor has been retained by the Western North Carolina Conference only for the purpose and to the extent set forth in this Agreement, and his/her relationship to the Western North Carolina Conference or to any other unit of The United Methodist Church shall, during the time of this Agreement, be that of an independent contractor. Accordingly, Contractor shall be free to dispose of his/her obligation hereunder, as he/she may see fit and to such persons or corporations as he/she may determine advisable.

B. Contractor shall not be considered under the provisions of this Agreement or otherwise as having an employee status or as being entitled to participate in any plan, arrangement, or any organization related to the Western North Carolina Conference or to the United Methodist Church pertaining to or in connection with any pension, health insurance, or other employee benefits. Further, neither the Western North Carolina Conference nor any organization related to the Western North Carolina Conference or the United Methodist Church shall be responsible for the payment of social security benefits of said Contractor.

C. As a Contractor for Western North Carolina Conference, Contractor's relationship is that of an independent contractor and not an employee. As such Contractor has no authority to commit Western North Carolina Conference of the United Methodist Church, or any organization or person connected with or affiliated

with the United Methodist Church contractually or otherwise to any third party.

- D. As an independent contractor performing services for the Western North Carolina Conference, payments to Contractor must be reported to the Internal Revenue Service on Form 1099. In addition, Contractor must provide his/her correct taxpayer identification number (social security number for an individual) to William C. Wyman, Jr., Treasurer, Western North Carolina Conference. If Contractor fails to provide this number, pursuant to Section 3406 (a) of the Internal Revenue Code of 1954 as amended (the "Code") the Western North Carolina Conference of The United Methodist Church must withhold a twenty percent (20%) income tax for payments made to Contractor. In addition Contractor may be subject to penalties for such failure under Code Section 6676. A space has been provided at the end of the Agreement for the Contractor to provide his/her number.

4. ENTIRE AGREEMENT

This is the entire Agreement between the parties. Any amendments hereto must be in writing and must be signed by each party.

WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written.

By: _____

Attest: _____

By: _____
Contractor

Taxpayer Identification Number
Or Social Security Number

_____ (20%)