

**Rhode Island School of Design  
Independent Contractor  
Service Provider Agreement**

**WHEREAS**, Rhode Island School of Design (RISD) intends to contract with ("Service Provider") for the performance of certain tasks;

**WHEREAS**, the Service Provider is identified as follows:

Name(s):

Type of Entity:

- Limited Liability Company  
 Partnership  
 Sole Proprietorship

- Professional Corporation  
 Corporation

Principal place of business:

Business Telephone:

"Doing Business As" or Trade Name:

**THEREFORE, FOR GOOD AND VALUEABLE CONSIDERATION, THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:**

1. **SERVICES TO BE PERFORMED AND GOODS TO BE PROVIDED.**

Rhode Island School of Design engages Service Provider to perform in a good and workmanlike manner, as approved by Rhode Island School of Design, those services described in Exhibit A, which is attached hereto and incorporated herein by reference. If Service Provider is also providing goods, then Service Provider must provide goods that are of good quality and free from defects in material or workmanship and must conform to the specifications, standards, drawings, and other descriptions furnished or specified by RISD. (The services and, if applicable, the goods, shall be collectively referred to as the "Services"). Service provider shall perform the Services in accordance with the schedule of performance dates set forth on Exhibit A, and shall keep RISD advised both in writing and orally of the progress in completing the Services. RISD shall have the right from time to time by written notice to propose changes in or additions to the Services. Service Provider agrees to comply, to the extent feasible, with such change notices. The terms of any change to the scope of the Services to be provided hereunder shall be set forth in an Exhibit A, which shall be signed by both parties, and attached to and incorporated into this Agreement.

2. **TERMS OF PAYMENT.**

As compensation for the satisfactory performance of the Services, RISD shall pay Service Provider \_\_\_\_\_, provided that all requirements in Exhibit A have been met.

3. **TAXES.**

RISD shall not withhold or pay any federal, state, or local income tax, or payroll tax of any kind on behalf of Service provider or the employees of Service Provider. Service provider shall be responsible for all taxes that arise from the transaction described in this Agreement.

4. **TERM AND TERMINATION.**

This Agreement shall be effective upon execution and shall remain in effect until (the "Term") unless earlier terminated as provided herein. Either party may terminate this Agreement if the other party breaches any term or condition of this Agreement and fails to cure such breach within five (5) days of receipt of written notice of such breach. In addition, RISD may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Service Provider. The parties may mutually agree in writing to terminate this Agreement at any time.

5. **COMPLIANCE WITH LAWS AND REGULATIONS.**

Service Provider shall comply, at its own costs and expense, with all federal, state, county and municipal laws, ordinances, regulations and orders pertaining to the performance and provision of the Services, including but not limited to laws governing taxation, employment, wages and hours, workplace safety, workers' compensation, non-discrimination and civil rights. Service Provider shall take all measures necessary to remedy promptly a violation of any law, ordinance, rule, regulation or order.

6. **GOVERNING LAW: JURISDICTION.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Rhode Island and the parties hereby submit to the exclusive jurisdiction of the courts of Rhode Island for litigation of any disputes arising under this Agreement.

7. **ADVERTISING.**

Service Provider shall make no reference to RISD in any advertising materials unless prior written approval is obtained.

8. **PERFORMANCE OF SERVICES.**

In providing the Services, the Service provider and its agents, employees, contractors and subcontractors shall comply with all reasonable procedures prescribed by RISD for coordination of the Services with functions, activities and operations of RISD. The Service Provider shall not cause or permit any union conflict to arise in connection with the provision of the Services. The Service provider shall promptly remove and dispose of all debris and rubbish caused by or resulting from the Services, and upon completion of the Services the Service Provider shall remove all temporary structures and surplus materials.

9. **TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of all obligations under this agreement.

**THE PARTIES, INTENDING TO BE LEGALLY BOUND, HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AGREEMENT**

**Rhode Island School of Design:**

**Service Provider:**

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

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

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

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

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

**EXHIBIT A**  
**DESCRIPTION OF SERVICES**