



As an independent contractor for Manhattan Youth Ballet please be aware that you cannot list us as an employer on any unemployment claims or paper work.

If you have any questions feel free to contact me at a.layendecker@manhattanmovement.com

Name _____

Date _____

Signature _____

THIS INDEPENDENT CONTRACTOR AGREEMENT, made this _____ day of _____, 20 __, by and between **Manhattan Youth Ballet, 248 West 60th Street, New York, New York 10023**, a New York Corporation ("Company") and _____ (the "Contractor").

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. herein. For purposes of this Agreement and all Services to be provided hereunder, Contractor and its employees or subcontractors shall not be considered or hold itself/himself/herself out as a partner, employee, co-venturer, agent or representative of the Company, but shall remain in all respects an independent contractor, and neither party shall have any right or authority to make or undertake any promise, warranty or representation to execute any contract, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party. The Company shall not (a) pay or be responsible for payment of social security, unemployment or any other federal, state or municipal employment taxes on behalf of Contractor; (b) provide workers' compensation or statutory disability coverage for Contractor; (c) provide any benefits to Contractor, including insurance or retirement plans, vacation time, sick leave, or compensation for holidays; or (d) withhold income, social security or any other federal, state or municipal taxes from payments to Contractor. Any payment for services made pursuant to this Agreement shall be reported on 1099 forms.

Contractor shall have sole responsibility for the payment of all required federal, state and local taxes, workers' compensation and other similar taxes, contributions or insurance on all payments made to Contractor pursuant to this Agreement. The Company shall not be liable for any such taxes, contributions or insurance, and Contractor agrees to indemnify and hold the Company harmless from and against any such liabilities, costs and expenses incurred by Contractor as a result of any action by any government to collect such taxes, contributions or insurance from the Company.

Contractor is free to engage in all other business activities and may offer services to other companies or individuals.

2. **Services, Term, and Compensation.** The parties have negotiated and agreed that the Contractor shall teach the following master classes as a guest teacher on the specified dates and times:

- Class 1: _____ Date: _____ Time: _____
- Class 2: _____ Date: _____ Time: _____
- Class 3: _____ Date: _____ Time: _____

See Page H

The parties have negotiated and agreed that the Contractor shall be paid \$ _____ per class for such services. Payment shall be made within _____ days following the completion of the services stated hereinabove. Contractor understands that the Company has not promised or offered Contractor that it will seek to engage the Contractor to perform any future services for the Company other than those set forth herein. This Agreement shall only be in effect for the duration of the classes listed above, and will expire after completion of same.

3. **Expenses.** The Contractor will be responsible for all expenses incurred in connection with the performance of the duties herein.

4. **Conflicts of Interest; Non-hire Provision.** The Contractor represents that the Contractor is free to enter into this Agreement and that this engagement does not violate the terms of any

agreement between the Contractor and any third party, including but not limited to any dance company.

The Contractor certifies that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or performance of the duties hereunder by and federal or state law, department or agency.

5. **Termination.** Notwithstanding the provisions of Paragraph 2: the Company and/or Independent Contractor may terminate this Agreement for any reason whatsoever at any time.
6. **No Benefits.** The Contractor shall not be entitled to participate in or receive any benefit or right regularly offered to Company employees under any of the Company's employee benefit and welfare plans, including, without limitation, employee health, insurance, pension, savings and security plans as a result of or in connection with this Agreement. The Company shall not be liable for any such taxes, contributions or insurance with respect to Contractor and Contractor agrees to indemnify and hold the Company harmless from and against any such liabilities, costs and expenses incurred by Contractor as a result of any action by any government to collect such taxes, contributions or insurance from the Company.
7. **Insurance.** The Contractor will carry workers' compensation insurance relative to any service that the Contractor performs for the Company.
8. **Choice of Law.** The laws of the state of New York shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
9. **Arbitration.** Any dispute or controversy between Contractor and Company in any way arising out of, related to, or connected with this Agreement or the subject matter thereof shall be resolved through final and binding arbitration in New York, New York before an experienced arbitrator licensed to practice law in New York and selected in accordance with the rules of the American Arbitration Association ("AAA"). The AAA shall apply its Commercial Arbitration Rules (the "Rules"). The arbitration decision shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award, at his or her discretion, attorney's fees to the prevailing party in any such arbitration. Administrative fees and expenses of the arbitration itself will be borne by the parties equally unless otherwise required by law, a court of competent jurisdiction, or the Rules, provided that costs of a party's representation by counsel or preparation costs for hearing are not considered administrative fees and expenses for purposes hereof.
10. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
11. **Assignment.** The Contractor shall not assign any of the Contractor's rights under this Agreement without the prior written consent of the Company
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
13. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

14. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

By: _____
Manhattan Youth Ballet

By: _____
Contractor

Print Name: _____

Address: _____

Social security Number: _____



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.)		
6 City, state, and ZIP code		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person _____	Date _____
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Phone #: _____
 email: _____