**ENGAGEMENT AGREEMENT**

1. **The Parties.** This Engagement Agreement (“Agreement”) is made effective as of:

[DATE], by and between:

[EMPLOYER] with an address of [EMPLOYER ADDRESS] (hereinafter referred to as the **“**Employer”).

and [CONTRACTOR], with an address of [CONTRACTOR ADDRESS] (hereinafter referred to as the “Contractor”).

Employer and Contractor are sometimes referred to herein as “Party” and together as “Parties”.

1. **Scope of Work**. Contractor agrees to provide the Services herein and as incorporated into this Agreement by the reference (“Services.”) [*Add description of services to be provided*]

1. **Term and Termination**.
   1. The Services shall commence on date the Employer Contracts with the Contractor and end at completion of the Services.
   2. Either Party may terminate this Agreement, with or without cause, upon fourteen (14) days prior written notice to the other Party.
   3. Either Party may terminate this Agreement upon a material breach by the other Party by providing written notice.  If Contractor terminates this Agreement due to breach by Employer, no pro-ration or refund of compensation already paid to Contractor will be due.
2. **Compensation.**
   * 1. In consideration for the Services provided, the Contractor is to be paid at a rate of $1,060 per week, payable every two (2) weeks.
     2. The Parties hereby agree that the Contractor shall receive compensation equivalent to one additional pay period following the conclusion of the election cycle on [ELECTION DAY DATE], conditional upon the Contractor being actively engaged through the date of the conclusion of the election cycle.
     3. Whereas the Parties also agree that compensation may be increased by an amount as may be approved by the Employer and, upon such increase, the increased amount shall thereafter be deemed to be the compensation for purposes of this Agreement. Such increase shall be reduced to writing and signed
3. **Contingency**. As part of the Contractor’s Pay: There shall not be a contingency-fee arrangement as part of this Agreement.
4. **Expenses**. The Contractor shall be responsible for all expenses related to the labor of providing the Services under this Agreement. This includes, but is not limited to, employment costs, taxes, Social Security and Medicare contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Contract including out- of-pocket expenses.
5. **Legal Notice**. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the United States Postal Service via Certiﬁed Mail with return receipt. If differentfrom the mailing address in Section I, enter below:

Contractor Address: [Address]

Employer Address: [Address]

1. **DISPUTE RESOLUTION**

If any dispute arises under this Agreement, the Contractor and the Employer shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation to be facilitated by a Federal Mediation and Conciliation Service (FMCS) Commissioner. After a meeting with the FMCS Commissioner where each Party shall present their evidence and arguments, the Commissioner shall render a recommended resolution. While the recommendation from the Commissioner is not binding under FMCS rules, the Parties agree to accept the recommendation from the Commissioner as the binding resolution of the dispute.

1. **Independent Contractor Status**. The Contractor asserts that under the code of the Internal Revenue (“IRS”), maintains a registered business and neither the Contractor or the Contractor’s personnel are, or shall be deemed, the Employer’s employees. In its capacity as an independent contractor, the Contractor agrees and represents:
   1. Contractor has the right to perform Services for others during the term of this Agreement;
   2. Contractor has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed
   3. Contractor has the right to hire assistant(s) or to use employees to provide the Services under this Agreement.
   4. The Services required by this Agreement shall be performed by the Contractor, Contractor’s employees or personnel, and the Employer will not hire, supervise, or pay assistants to help the Contractor;

**X.** **Return of Records**. Upon termination of this Agreement, the Contractor shall deliver all records, notes, and data of any nature that are in the Contractor’s possession or under the Contractor’s control and that are of the Employer’s property or relate to Employer’s business.

**XI. Waiver of Contractual Right**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**XII.**  **Payment of Taxes**. Under this Agreement, the Employer shall not be responsible for: a.) Withholding Medicare, Social Security, or any other Federal or State withholding taxes from the Contractor's payments. The Contractor is solely responsible for such tax payments.

**XIII. No Exclusive Duty**.  It is expressly understood and agreed to by the Parties that this is not an exclusive agreement.  Nothing in this Agreement shall be construed as creating an exclusive arrangement between Contractor and Employer or prohibit Contractor from providing services to others.

**XIV.** **Governing Law**. This Agreement shall be governed under the laws in the State of Colorado.

**XV.** **Severability**. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such a case, the affected provision or section shall be enforced as so limited.

**XVI.** **Entire Agreement**. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Contractor and Employer. This Agreement may be modiﬁed or amended if the amendment is made in writing and is signed by both parties.

**XVII.** **Counterparts**.  This Agreement may be executed in electronic format and/or in multiple, original counterparts, each of which will be an original but all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written hereunder.

**Employer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Date: \_\_\_\_\_\_\_\_\_

Employer Print Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Date: \_\_\_\_\_\_\_\_\_

Contractor Print Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

END