



Texas 4-H Youth Development Foundation

P.O. Box 11020

College Station, Texas 77842-1020

PROFESSIONAL/CONTRACTUAL SERVICES AGREEMENT

Revised: August 2026

Professional/Contractual Service Provider:	
Business/Organization Name (if different from above):	
Contact Phone Number / Email:	
Description of Services to be Performed:	
Date(s) of Services to be Performed:	
Dollar Amount of Services:	

AGREEMENT TERMS

Independent Contractor Status. Contractor is engaged as an independent contractor and is not an employee, agent, partner, joint venturer, or representative of the Texas 4-H Youth Development Foundation (the "Foundation"). The parties intend an independent-contractor relationship. Contractor is responsible for determining the manner and means used to perform the Services, subject to the scope, specifications, deadlines, and deliverables agreed upon by the Foundation. Nothing in this Agreement guarantees any minimum amount of work or creates an ongoing employment relationship.

Performance by Contractor; Employees and Subcontractors. Contractor may perform the Services personally or through qualified employees or subcontractors, unless the Foundation requires personal performance because of the nature of the Services. Contractor remains solely responsible for the hiring, supervision, compensation, taxes, benefits, insurance, and conduct of its employees, agents, and subcontractors. Contractor shall not subcontract a material portion of the Services without the Foundation's prior written approval.

Compensation and Invoicing. The Foundation will pay Contractor the agreed compensation stated above for Services properly performed. Contractor shall submit invoices in accordance with Foundation procedures and provide reasonable supporting documentation when requested. Contractor is responsible for its own business expenses unless a specific expense has been approved in writing by the Foundation in advance.

Taxes and Form W-9. Contractor is solely responsible for all federal, state, and local taxes and required payments arising from compensation received under this Agreement, including, as applicable, federal income tax, self-employment tax, Social Security and Medicare taxes, and other business-related taxes. Contractor shall provide a completed IRS Form W-9 before payment. The Foundation will not withhold employment taxes from payments to Contractor except as required by law.

Information Returns. The Foundation will issue and file applicable information returns, including Form 1099-NEC when required by federal law. Contractor acknowledges that the issuance of a Form 1099-NEC does not determine or establish Contractor's status as an independent contractor.

Employee Benefits; Unemployment; Workers' Compensation. Contractor and Contractor's employees, agents, and subcontractors are not eligible for employee benefits, unemployment compensation, retirement benefits, health benefits, or other employee benefits from the Foundation, Texas A&M AgriLife Extension Service, Texas A&M University, or The Texas A&M University System by virtue of this Agreement. Contractor is responsible for obtaining and maintaining any workers' compensation coverage or other insurance required by law or appropriate to its business and for complying with applicable requirements relating to its employees.

Insurance. Contractor shall maintain insurance appropriate to the nature and risks of the Services and any coverage required by applicable law. The Foundation may require evidence of insurance, including a certificate of insurance, before Services begin.

Contractor is responsible for insurance covering its employees, agents, subcontractors, vehicles, equipment, and business activities, as applicable.

Safety and Assumption of Risk. Contractor is responsible for performing the Services in a safe and professional manner and for taking reasonable precautions to prevent injury, loss, or property damage. Contractor voluntarily assumes the risks ordinarily associated with Contractor’s performance of the Services, except to the extent caused by the Foundation’s negligence or as otherwise prohibited by law.

Confidentiality and Information. Contractor shall protect and keep confidential nonpublic information received from or on behalf of the Foundation and shall use such information only as necessary to perform the Services. Contractor shall not disclose confidential information to third parties except as authorized by the Foundation or required by law. Contractor shall promptly notify the Foundation of any known or suspected unauthorized access, disclosure, or loss of Foundation information.

Intellectual Property / Work Product. Unless otherwise stated in an attached scope of work, materials and deliverables specifically created for the Foundation under this Agreement shall belong to the Foundation upon payment in full, to the extent permitted by law. Contractor retains ownership of pre-existing materials, tools, templates, methods, and know-how, but grants the Foundation a perpetual, nonexclusive right to use any such materials incorporated into the deliverables to the extent necessary for the Foundation to use the deliverables.

Compliance with Laws and Policies. Contractor shall comply with all applicable federal, state, and local laws and regulations relating to the Services. Contractor shall also comply with reasonable Foundation requirements communicated in advance that relate to safety, access to Foundation property, protection of confidential information, and conduct while performing Services. If Services involve youth, donor information, financial information, or access to Foundation systems, additional requirements may apply.

No Authority to Bind the Foundation. Contractor has no authority to enter into contracts, incur obligations, make commitments, or otherwise act as an agent of the Foundation unless expressly authorized in writing by an authorized Foundation representative.

Indemnification. To the extent permitted by applicable law, Contractor shall be responsible for claims, losses, damages, liabilities, costs, and expenses arising from Contractor’s negligent or wrongful acts or omissions, or those of Contractor’s employees, agents, or subcontractors, in connection with the Services. Any indemnification obligation shall be interpreted and enforced only to the extent permitted by Texas law.

Termination. Either party may terminate this Agreement by written notice. The Foundation shall pay Contractor for Services properly completed and accepted through the effective date of termination, subject to any rights or obligations that survive termination. The Foundation may terminate immediately for material breach, unlawful conduct, unsafe conduct, or other circumstances that materially threaten the Foundation or its participants, property, information, or reputation.

No Exclusivity. Contractor may provide services to other clients, provided that doing so does not create a conflict of interest, interfere with Contractor’s obligations under this Agreement, or require use or disclosure of Foundation confidential information.

Governing Law; Entire Agreement. This Agreement shall be governed by applicable Texas law. This Agreement, together with any attached scope of work or exhibits, constitutes the entire agreement concerning the Services and supersedes prior oral or written understandings concerning the same Services. Any amendment must be in writing and approved by authorized representatives of both parties.

CONTRACTOR ACKNOWLEDGMENT

By signing below, Contractor acknowledges that Contractor has read and understands this Agreement, has provided accurate information, understands that the relationship is intended to be one of independent contractor rather than employment, and agrees to perform the Services in accordance with the terms above. Contractor further acknowledges responsibility for its own taxes, insurance, employees, and business obligations.

Signature of Professional/Contractual Services Provider

Date

Signature of Department Manager, verifies adequate account of funds and proper use of funds.

Date