



**LEECH LAKE BAND OF OJIBWE
PROFESSIONAL SERVICES CONTRACT**

No. _____

This Agreement, made this _____ day of _____, between the Leech Lake Band of Ojibwe (hereinafter referred to as The Band) and _____ (hereinafter referred to as the Independent Contractor or IDC). This Agreement shall become effective only upon mutual acceptance by both parties.

The Band agrees to pay IDC, as full payment for services to be provided by IDC, a sum of money not to exceed \$_____.

The Band agrees to make payment upon the following basis:

It is expressly agreed by both parties that no payments will be considered wages and fringe benefits including but not limited to workers compensation and unemployment will not be provided or paid on behalf of the Independent Contractor. In the event that Independent Contractor fails to perform its obligations under this contract, The Band shall have the option to terminate this contract with Independent Contractor within a responsible time.

The Independent Contractor, in consideration of the payments specified above, agrees to perform the following services within the terms of contract:



PROFESSIONAL SERVICES CONTRACT PAGE 2

The parties further agree that _____ is an Independent Contractor and that The Band shall not exert any control over the responsibility for: (1) employees of the IDC; (2) the debts or purchases of the IDC; (3) the manner or means employed by the IDC in meeting its obligation under this contract.

_____ of the _____ Division of the Leech Lake Reservation Tribal Council, to hereinafter represent The Band in its dealings with the IDC. This agent shall have the authority to accept or reject, in whole or in part, the work and/or services specified above. This agent does not have the authority to waive Sovereign Immunity. Only the Tribal Council (The Band) can waive Sovereign Immunity. The Chairman of the Leech Lake Reservation Tribal Council may override the agent's decision on any and all matters.

The parties further agree that:

1. This contract shall not be construed to authorize IDC to incur any expenses or debts on behalf of The Band: and
2. That all information and knowledge pertaining to this contract are the property of The Band and no such information or knowledge shall be divulged to anyone but the designated agent: and
3. That no knowledge or information obtained pursuant to this contract shall be published without prior written authorization of the designated agent: and
4. Any and all work performed by IDC for this contract are the property of The Band: and
5. That IDC shall hold The Band harmless on account of any liabilities arising pursuant to the work and/or services performed under this contract: and
6. That IDC shall abide by all applicable Tribal, Federal and State laws pertaining to the work and/or services to be performed hereunder: and
7. The Leech Lake Band of Ojibwe is a sovereign nation and nothing in this contract is a waiver of The Bands sovereign immunity. The parties recognize that from time to time during the effectiveness of this agreement, disagreements may arise over interpretation of either or both parties responsibilities. In the event disagreements arise, the parties to this agreement will attempt to informally and amicable resolve the dispute. In the event such informal dispute resolution processes are not successful, both parties to this agreement consent to the jurisdiction of the Tribal Court of the Leech Lake Band of Ojibwe. The court will utilize the Secured Transaction Ordinance, and to the extent applicable, Tribal law first, Federal law second and State law third.
8. Upon request of The Band, IDC will provide prior to engagements of contract, a copy of all necessary proof of insurance.
9. In the event that payment(s) for services rendered exceed \$600 in one year, The Band will issue a Federal 1099 Informational Return to the IDC and the Internal Revenue Service.



PROFESSIONAL SERVICES CONTRACT
PAGE 3

Both The Band and IDC agree to the above, Contract and the terms and conditions by signing below.

LEECH LAKE RESERVATION TRIBAL COUNCIL (The Band)

Division Director Concurrence

Date

Executive or Deputy Director

Date

Tribal Chairman

Date

Secretary Treasurer

Date

District I Representative

Date

District II Representative

Date

District III Representative

Date

(authorized agent of IDC) print name

(authorized agent of IDC) signature/Date

Address of IDC

(Social Security number or Federal ID No.)
