



Personal Services Contract Under \$10,000

Purchasing Department
1906 College Heights Blvd, 11099
Bowling Green KY 42101-1109

Personal Service Contract #:PS _____
Department _____
Index: _____

This Personal Services Contract for _____ is made and entered into this _____ day of _____, 20_____ by and between Western Kentucky University (WKU) and:

Name of Individual or Firm (Contractor) _____

Social Security or Federal ID _____
Secretary of State Registration Number: _____
Email Address: _____

Services: WKU has determined that University personnel are not available to perform the described services or use of University personnel is not feasible. Therefore, the Contractor will perform the services described below: (Please use a numbered attachment if additional space is required. Any attachment is incorporated into this contract.)

Payment: As fee for services described, WKU agree to pay the Contractor a sum not to exceed \$ _____ including expenses (if authorized below) upon receipt of signed invoice(s). No other fees or expenses are authorized unless specifically identified in this contract. Receipts are required on all expenditures exceeding \$10.00. Payment will be made as described below:

AUTHORIZED FEES AND EXPENSES

Hourly	\$ _____ /hour	Mileage @ . _____ :	Lodging	Postage
Per Diem	\$ _____ /day	Airfare;	Meals	Printing
Fee	\$ _____ /Service	Other Trans.:	Phone	Misc.
Other:	\$ _____			
Payment to Made:		Upon Completion		Other:
Please explain:				

Other Expenses, if any that will be incurred by WKU on behalf of the contractor. Please describe:

Contract Dates: Beginning: _____ **20** ; **Ending:** _____ **20**

CANCELLATION: By either party upon thirty (30) days written notice.

Western Kentucky University:

Contractor:

Prepared by _____

Signature/Date

Recommended By: _____
Title

Type or Print Name

Approved by: _____
Department Head

THIS CONTRACT IS NOT VALID UNLESS SIGNED BELOW

Approved by: _____
Director of Purchasing

Note: Contractor may not begin work until contract has been received by the Government Contract Review Committee. Receipt of a WKU Purchase Order will be the contractor's notification that work may commence.

Continuation of Contract Provisions

1. The date of the which the contract is “made” and entered into should be the date both parties sign, or, if signing is on separate days date on which the latter signature is affixed. If the Contract is a firm, list on a separate sheet of paper the name and Social Security Number of each Individual who will be connected with the contract.
2. The contractor shall maintain supporting documents to substantiate invoices and shall furnish same to WKU. If reimbursement of expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. Original copies must be submitted for airline ticket, motel bills restaurant, and rental cars charges. All other charges shall be either original or certified copies. Contractor shall not be reimbursed for any expense not listed or marked on first page of this contract.
3. All questions as the execution, validity, interpretation, construction and performance of the Contract shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

By signing this Personal Services Contract, Contractor swears or certifies that he/she is in compliance with the following sections 4, 5 and 6.

4. Conflict-Of-Interest and Principles

The Contractor hereby certifies by his/her signature hereinafter that he/she is legally entitled to enter in the subject contract with WKU and certifies that he/she is not and will not be violating any conflict of interest statute (KRS 45A.33045A.3340, 45A.990).

5. Discrimination Prohibited

During the performance of this Contract, the Contractor agrees not to discriminate illegally against any employee or applicant for employment on the basis of race, religion, color, national origin, sex or age (40 and above), physical or mental disability or status as a Vietnam Era Veteran. The Contractor will comply with all provision of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor. The Contractor will comply with provisions of the Americans with Disabilities Act as applicable.

6. The Contractor hereby swears that neither he/she, nor any member of his/her immediate family having an interest of 10 percent or more in any business entity involved in the performance of this contract, contributed more than the amount specified in KRS 121.056(2), to the campaign of the Kentucky gubernatorial candidate elected at the election last preceding the date of the contract. In addition, contract further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represent will not violate any provisions of the campaign finance laws of Kentucky.
7. The Contractor is an independent contractor for WKU, therefore, WKU is not liable for Social Security contributions pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payments exceed \$600.00.

8. EARLIEST DATE OF PAYMENT

No payment on this contract shall be made before completions of the review procedure for in KRS 45.715, unless and until alternate actions occur as set out in KRS 45.710(4).

9. EXTENSIONS

At the expiration of its initial term, this contract may, at the option of the parties hereto, be extended upon the same terms and conditions as set forth herein for further periods not to exceed twelve (12) months each, subject to the advance approval of the Government contract Review Committee of Kentucky.