

**Attachment D:**  
**RFx 3000024430**



**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) sets forth the terms and conditions for services of the independent contractor identified below to be performed for Gray Media Group, Inc. d/b/a \_\_\_\_\_-TV (“Station”) identified below, effective as of \_\_\_\_\_, 2025.

**Contractor Name and Address:** \_\_\_\_\_

\_\_\_\_\_

**Station’s Address:** \_\_\_\_\_

\_\_\_\_\_

**Station Supervisor:** \_\_\_\_\_

**Term of Agreement:** \_\_\_\_\_

**Compensation:** \_\_\_\_\_

**Description of Services:** \_\_\_\_\_

\_\_\_\_\_

**Rider Attached hereto:**

**Rider A** – For tower work, work on transmission equipment, or construction or engineering services.

In consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, the parties agree to the terms and conditions set forth herein, including the attached Standard Terms and Conditions and any Rider and attachments identified above, all of which shall be considered a part of this Agreement for all purposes.

**GRAY MEDIA GROUP, INC.:**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **Standard Terms and Conditions**

**1. Independent Contractor Relationship.** In accordance with the mutual intentions of the Station and Contractor, this Agreement establishes between them an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. Contractor agrees to furnish personal services as provided in this Agreement as an independent contractor using Contractor's own means and methods. There is no intention to create by this Agreement an employer-employee or agency relationship. Contractor acknowledges and agrees that Contractor will not be eligible for and will not receive any of the benefits provided by the Station to its employees, including but not limited to coverage under the Station's employee benefit programs. Contractor is not, and shall not hold himself out to be, vested with any power or right to bind the Station contractually or to act on behalf of the Station as its contracting broker, agent or otherwise.

**2. Term.** Contractor's services under this Agreement shall continue until the end of the term described above unless earlier terminated as provided herein (the "Term"). Contractor's obligation to provide services in accordance with Section 3 below and the Station's obligations to Contractor under this Agreement automatically shall terminate at the end of the Term unless both parties mutually agree, in writing, to extend this Agreement for an additional period.

### **3. Services.**

**(a)** Contractor agrees to provide the services described above to the Station, as requested by the Station Supervisor or his designee, from time to time (the "Services"). Contractor also shall perform such further tasks or services as may from time to time reasonably be assigned by the Station Supervisor or his designee in accordance with procedures agreed to by and between the parties to this Agreement.

**(b)** The Station's use of Contractor's services shall be rendered at mutually agreeable times and places so as not to interfere with Station's operations. Contractor warrants and represents that there is no conflict of interest between Contractor's other engagements or other employment, if any, and the services to be provided pursuant to this Agreement and that Contractor will take all reasonable steps to ensure that no such conflict arises during the Term.

### **4. Compensation.**

**(a)** The Contractor shall receive the compensation described above as consideration for the performance of the Services. As an independent contractor, Contractor shall not, and hereby waives any right to, participate in or receive any benefits under any compensation arrangement or employee benefit plan sponsored, maintained by, or contributed to by the Station, regardless of whether or not Contractor subsequently is reclassified as an employee of the Station pursuant to Internal Revenue Service rule, regulation or the interpretation thereof, or otherwise. The compensation provided herein, shall constitute full payment for Contractor's services to the Station during the Term.

**(b)** Contractor shall not be reimbursed for any expenses incurred by Contractor in performance of the services contracted for under this Agreement, except that the Station may reimburse Contractor for reasonable and necessary costs or business expenses if identified with specificity and approved in advance. Such approved expenses shall be reimbursed upon submission, within sixty (60) days after such expenses are incurred, of an itemized accounting with receipts attached.

**5. No Solicitation of Employees.** The Contractor agrees that, both during the Term and for the period ending on the date that is three (3) months from the date of the termination of the Term at any time and for any reason (the "Restricted Period"), the Contractor will not, directly or indirectly, on behalf of himself or any other person or entity, hire, solicit, take away or attempt to hire, solicit or take away any person who is (or in the preceding six months was), at the time of such solicitation, an employee, director or independent contractor of the Station or any of its affiliates (if the Contractor had operational contact with such affiliate), either on behalf of himself or any other person or entity. This includes, but is not limited to, inducing or attempting to induce, or influencing or attempting to influence, any person employed by the Station or its affiliates to terminate his or her employment with the Station or any such affiliate.

**6. Contractor Responsible for its Agents and Employees.** Contractor and the Station anticipate that all or almost all of the services to be provided hereunder will be performed by Contractor. However, to the extent Contractor uses the services of others in performing Contractor's obligations under this Agreement, Contractor shall select and shall have full and complete control of and responsibility for such agents, employees, and subcontractors, including any responsibility to compensate such agents, employees, and subcontractors for their services. None of said agents, employees or subcontractors shall be, or shall be deemed to be, the agent, employee, or subcontractor of the Station for any purpose whatsoever. The Station shall have no duty, liability, or responsibility, of any kind, to or for the acts or omissions of Contractor or such agents, employees, or subcontractors, or any of them. Contractor agrees to defend, indemnify, and hold the Station and any of its subsidiaries harmless from and with respect to any and all claims of any kind based on or arising out of any act or omission of Contractor or Contractor's agents, employees or subcontractors.

**7. Contractor Responsible for Taxes.** Without limiting any of the foregoing, Contractor agrees to accept exclusive liability for the payment of all taxes and contributions owing in either a personal or professional capacity on, or arising out of, any of the payments made to Contractor under this Agreement or the payments made by Contractor for any services provided by any employees, agents or subcontractors of Contractor performing services in support of Contractor's obligations under this Agreement and to reimburse and indemnify the Station for any such taxes or contributions or penalties that the Station may be compelled to pay. Contractor also agrees to comply with all valid administrative regulations respecting the assumption of liability for such taxes and contributions.

**8. Assignment of Work Product.**

**(a)** Contractor hereby assigns the Station the entire right, title and interest (including, without limitation, any rights of copyright, trademark or patent) for the entire world in and to all work performed, writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s) and other invention(s) made, conceived, reduced to practice or authored by Contractor, either solely or jointly with others, in the performance of this Agreement, or with use of information, materials or facilities of the Station or its affiliated entities received or used by Contractor during the period in which Contractor is retained by the Station. Contractor shall promptly disclose to the Station all work(s), writing(s), formula(s), design(s) and other invention(s) made, conceived, or reduced to practice or authored by Contractor (solely or jointly with others) in the course of the performance of this Agreement.

**(b)** Contractor shall sign, execute and acknowledge or cause to be signed, executed and acknowledged, without cost, but at the expense of the Station, any and all documents, and to perform such acts as may be necessary, useful or convenient, for the purpose of securing to the Station

or its nominees, any applicable patent, trademark, or copyright protection throughout the world upon all such writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s) and other invention(s), the rights, title and interest to which the Station may acquire in accordance with the provisions of this Section 8.

**9. Contractor Work Product Owned by the Station.** All information developed under this Agreement shall be the exclusive property of the Station and its affiliated entities. All products, designs, concepts, devices, instruments, and products produced, purchased, manufactured, or assembled by Contractor pursuant to this Agreement shall be the exclusive property of the Station and its affiliated entities. Upon termination of this Agreement, Contractor shall dispose of such items as directed by the Station.

**10. Termination by Death.** If Contractor is an individual, this Agreement shall automatically terminate upon Contractor's death. Upon such termination, Contractor's estate will promptly refund to Station any advanced payments and/or deposits as of the date of death.

**11. Termination by Notice.** This Agreement may be terminated by Station upon written notice to Contractor for any violation by Contractor of any provision of this Agreement, including (for clarity), but not limited to, Section 19. Upon such termination, Contractor will promptly refund to Station any advanced payments and/or deposits, and pay for any damages to Station.

**12. Indemnification and Hold Harmless.**

(a) Contractor shall indemnify and hold harmless the Station, its parents, subsidiaries and affiliates, and the agents, directors and employees of each of them (collectively, the "Indemnified Party"), from and against all claims or causes of action, damages, losses or expenses, including but not limited to attorneys' fees and legal costs and expenses (collectively, "Losses"), arising out of or resulting from (i) the performance of the work or Services hereunder by Contractor, its agents, employees, and subcontractors, (ii) the operations of Contractor, its agents, employees, and subcontractors, or (iii) Contractor's breach of any provision of this Agreement. Without limiting the generality of the foregoing, Contractor's indemnity obligations extend to all Losses resulting in bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefor. This paragraph will survive the termination or expiration of this Agreement.

(b) The Contractor acknowledges that specific consideration has been received by it for this indemnification and that same shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefit payable by or for the Contractor or any subcontractor and/or delegates under Workers' Compensation acts or other employee benefit acts.

**13. No Assignment by Contractor.** Contractor shall not assign or transfer any rights under this Agreement without the Station's prior written consent, and any attempted assignment or transfer without such consent shall be void. The Station may assign the Agreement.

**14. Lien Waiver.** Contractor and all subcontractors furnishing labor, equipment, or materials in connection with the Services shall not file any mechanic's lien, materialman's lien or any other lien or claim of any kind against Station's buildings, structures, or land or any part thereof (the "Station Property"), and, to the extent permitted by law, Contractor hereby waives its right to file any such instruments. If any liens or claims are filed against the Station Property in connection with the

Services, Contractor shall defend and indemnify Station from any and all costs and expenses (including reasonable attorney's fees) Station incurs to discharge such liens or claims.

**15. Governing Law.** This Agreement shall be governed by the law of the State in which the principal business offices of the Station are located and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, such laws without regard to principles of conflict of laws. The parties submit to the exclusive jurisdiction and venue of any local, state, or federal court located within the State in which the principal business office of the Station is located for resolution of any and all claims, causes of action or disputes arising out of, related to or concerning this Agreement and the parties agree to waive any claim relating to forum non conveniens.

**16. Attorneys' Fees and Waiver of Jury Trial.** The prevailing party in any dispute arising out of or related to this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs. The parties acknowledge and agree that any suit, action or proceeding, whether claim or counterclaim, of any kind or nature brought by either party arising out of the interpretation, enforcement or breach of this Agreement shall be resolved by a judge alone, and both parties hereby waive and forever renounce the right to a trial before a civil jury of any such suit, action or proceeding.

**17. Severability.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**18. Waiver of Breach.** No waiver of any breach or of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach or term or provision of this Agreement. No waiver shall be binding unless in writing and signed by the party issuing the waiver.

**19. Notices.** All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) delivered by personal delivery or sent by commercial overnight delivery service or registered or certified mail, return receipt requested, and (iii) addressed to the Station's Address or Contractor's Address identified on the first page of this Agreement.

**20. Compliance with Law and Station's Policies.** Contractor shall comply with any and all applicable laws and regulations, including but not limited to health, safety, security and conduct rules and regulations, which are now in effect, or which may become applicable while on the Station premises or while conducting the Station's business. Contractor shall also comply with Station's prohibition on using generative AI to create content on behalf of Station without explicit written permission from Station.

**21. No Right to Use Station's Name or IP.** Contractor shall not use Station's, its parent's, or its affiliates' names, logos, trademarks, or other identifying information or intellectual property in any of Contractor's advertising, marketing materials, customer lists, press releases, or other publications, whether in print, online, or any other format, without Station's prior written consent, which consent may be withheld in Station's sole discretion.

**22. Entire Agreement.** Contractor represents that Contractor has carefully read the terms of this Agreement and that those terms are fully understood and voluntarily accepted by Contractor.

This Agreement supersedes all prior negotiations and agreements, proposed or otherwise, whether written or oral, between the parties concerning services provided by Contractor, and this Agreement constitutes the entire agreement between the parties with respect thereto. This Agreement may be modified only with a written instrument duly executed by each of the parties. No person has any authority to make any representation or promise on behalf of any of the parties not set forth herein and this Agreement has not been executed in reliance upon any representations or promises except those contained herein. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original. Telecopied and emailed PDF signatures shall be effective for purposes of executing and delivering this Agreement and any amendment(s) or rider(s) hereto.