

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2017, between the Township of Northfield (the "Township") and _____, _____, Michigan ("Consultant").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Township engages Consultant as an independent contractor to perform the services set forth herein, and the Consultant hereby accepts such engagement. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership, or joint venture relationship between the Township and Consultant. Consultant is an independent contractor and not an employee of the Township. The compensation set forth in Paragraph 4 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Township will not withhold any amounts for payment of taxes from the compensation of Consultant. Consultant, or any member, agent, or employee of Consultant will not represent to be, or hold themselves out as, an employee of the Township, and Consultant acknowledges absolutely no right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the Township's employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or regulations shall be Consultant's sole responsibility and Consultant shall indemnify and hold Township harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

2. Duties. The Client hereby agrees to engage the Consultant to provide the Township with services (the "Services") consisting of: _____

The Consultant serves at the direction of the Township Board of Trustees, or their designee as assigned by the Township Board of Trustees. The Consultant shall perform duties including, but not limited to, the following:

- a.
- b.

3. Term. This Agreement shall commence on _____, 201____, and shall terminate on _____, 201____, unless earlier terminated by either party as set forth herein. This Agreement may be terminated at will, for any reason or no reason, upon fifteen (15) days prior written notice by the Township Board or Consultant, and shall not require a showing of just cause, or any other showing.

In the event that ~~Consultant~~either Party breaches a material provision under this Agreement, the ~~Township~~non-defaulting Party Board may terminate this Agreement and require the ~~defaulting Party~~Consultant to indemnify the ~~non-defaulting Party~~Township against all reasonable damages arising out of such breach. The indemnification set forth

in this paragraph shall be in addition to, and supplement any indemnification required by paragraph 9. below.

4. Compensation. As full compensation for the services performed by Consultant, the Township shall pay the Consultant at the hourly rate of \$ _____, with total hours per week not to exceed _____ hours, unless directed by the Township Board. Compensation shall only be provided for periods when Consultant is providing services for the Township, not inclusive of lunch hour, breaks, or time spent traveling to and from Township facilities.

Comment [JRO1]: Are we just paying an hourly rate for consultants? If we want to pay a flat fee, we will need to have language substituting the per hour fee.

The Consultant will charge the Township a flat fee of \$0.00 for the Services (the "Compensation")

5. Expenses. The Township will only reimburse expenses that have been approved in advance by the Township Board of Trustees. Upon pre-approval, the Consultant shall invoice and the Township shall reimburse Consultant for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.

6. Documentation of Efforts. To assure performance of its obligations hereunder, and for proper payment for work performed, Consultant shall provide the Township monthly invoices, which shall be due by the 5th day of the following month, and shall identify and describe by date the services performed, the hours expended, and any other pertinent information requested by the Township.

7. Consultant's Taxpayer I.D. Number. The taxpayer I.D. number of the Consultant is _____.

8. Ownership of Equipment and Intellectual Property. All intellectual property and related equipment (the "intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Township. The use of the Intellectual Property by the Township will not be restricted in any manner.

The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Township. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

9. Insurance. Consultant will be required to maintain general liability, automobile liability, workers' compensation and employer's liability insurance in an amount deemed acceptable by the Township's insurance carrier, and shall add the Township as an additional insured on such policies.

Consultant shall, additionally, indemnify and hold harmless the Township, its agents and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by Consultant and its agents or employees. The indemnification set forth in this section, and in paragraph three. above, shall survive the termination of this Agreement.

10. Competent Work. All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by the Township Board prior to payment.

11. Representations and Warranties. The Consultant shall have no authority to bind the Township without the prior consent of the Township Board, and shall not represent or warrant the authority to do so.

12. Legal Right. Consultant covenants and warrants that Consultant has the legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law.

13. Waiver. Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

14. Conflicts of Interest. The Consultant represents that it is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Consultant and any third party.

15. Successors and Assigns. This Agreement is not assignable without the written consent of the Northfield Township.

16. Choice of Law. The laws of the state of Michigan shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

17. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

A. Notices to Consultant:

B. Notices to the Township:

8350 Main Street
P. O. Box 576
Whitmore Lake, Michigan 48189

Any party hereto may change its address for purposes of this paragraph by written notice.

18. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

19. Assignment. The Consultant shall not assign any rights under this Agreement, or delegate the performance of any duties, without the prior written consent of the Township.

20. Modification or Amendment. Except as set forth in paragraph 16, above, no amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

21. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

22. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

TOWNSHIP OF NORTHFIELD

CONSULTANT

By: _____
Its: _____

By: _____