

## **OUTSIDE SERVICES AGREEMENT**

### Cleaning Service

This agreement is hereby made by and between \_\_\_\_\_ ("Contractor"), whose address is \_\_\_\_\_ and Conway Township, a Michigan General Law Township ("Township"), whose address is 8015 N. Fowlerville Road, PO Box 1157, Fowlerville, Michigan 48836.

1. **Services.** Contractor hereby agrees to provide the attached services:
2. **Compensation.** In consideration for Contractor's Services, Contractor shall be entitled to compensation as follows: \_\_\_\_\_
3. **Competent Work.** All Services will be performed in a competent fashion in accordance with applicable standards of the profession. Services are subject to verification by the Township prior to payment.
4. **Withholding.** Contractor is an independent contractor and compensation paid pursuant to this agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any taxes. Nothing stated herein shall be construed to create an employer-employee relationship partnership, or joint venture relationship between the Township and Contractor. A completed W-9 form needs to be provided to the Township.
5. **Equipment.** Township shall provide all equipment necessary for the performance of the Services.
6. **Problems.** Should Contractor become aware of any problem or issue with the Contractor's performance of the Services, Contractor shall immediately notify Township.
7. **Assignment and Delegation.** Contractor may not assign or subcontract any rights or obligations under this agreement without the prior written permission of Township.
8. **Insurance Requirements.** Contractor, at Contractor's sole expense, shall procure and maintain commercial general liability insurance, including personal injury, bodily injury, death and property damage, with a combined limit of at least one million dollars (\$1,000,000). Such insurance shall insure, on an occurrence basis, against all liability of Contractor arising out of or in connection with performance of the Services by Contractor. Conway Township shall be named as additional insured on Contractor's policy. Contractor shall provide to the Township a certificate of insurance evidencing the coverage required by this paragraph on or before the Effective Date or before any of the Services are provided. Said certificate shall be kept current and shall evidence at all times an effective and current insurance policy in accordance with this paragraph.
9. **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless the Township from any claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed or recovered

against the Township by any party whatsoever which arises out of or is in any way connected with this agreement or the Services.

10. **Security.** Contractor is required to disarm and arm the alarm system with every service. Key to the office must be always kept in a secure location. Should the keys or alarm codes be compromised at any time, the Township is to be notified immediately.

11. **Notice.** Any notice or communication pursuant to this agreement shall be in writing and be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly addressed to the other party at the address set forth below.

Notices to Township: Conway Township  
8015 N. Fowlerville Road  
PO Box 1157  
Fowlerville, Michigan 48836  
517-223-0358

Notices to Contractor: Robert Moe  
Great Lakes Outdoor Solutions  
417 S. Grand Ave.  
Fowlerville, Michigan 48836  
248-513-0196

12. **Entire agreement.** This agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this agreement shall be binding unless executed in writing by all parties.

15. **Effective Date.** This agreement shall be effective as of the last day set forth below.

Dated: \_\_\_\_\_

Contractor \_\_\_\_\_

Dated: \_\_\_\_\_

Conway Township \_\_\_\_\_