**VILLAGE OF ASHLEY**

**COUNTRY CHRISTMAS**

**PERSONAL SERVICES AGREEMENT**

This agreement is entered into on the dates set forth below by and between the Village of Ashley, a general law village of the County of Gratiot, State of Michigan, hereinafter referred to as “the Village”; and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,
phone#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_email address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter referred to as “Vendor”;

Whereas, the Village has organized and intends to conduct an event to be known as the Village of Ashley Country Christmas, and wishes to engage the Vendor to provide services related to that event;

Now therefore it is hereby agreed as follows:

**Services.** Vendor will supply the services described immediately below at the locations described immediately below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Dates and times of service.** Vendor will supply the above described services upon the following dates and for the following periods of time:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Compensation.** The Village will pay the Vendor for services rendered pursuant to this agreement in the amount set forth below upon completion of a voucher by the Vendor and presentation of such voucher to the Village. Voucher forms are available from the Village Clerk. All vouchers must be properly executed by an authorized representative of the Vendor and the Village. Payment will be made by the Village not later than 30 calendar days after completion of the endorsed service. The compensation to be paid to the Vendor by the Village shall be: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_per\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Other terms of compensation.** The vendor will pay the Village\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Status of Vendor.** Vendor is an independent contractor. Nothing contained herein shall be deemed to establish an employment relationship between the Village and Vendor. Vendor shall be solely responsible for all taxes, withholdings and benefits with respect to its employees. The Vendor warrants and represents that it maintains workmen’s disability compensation insurance coverage in place, as required by law, for its employees. Vendor is solely responsible for the supervision of its employees.

**Insurance/Indemnification.** Vendor shall maintain in full force and effect for all periods during the term of this agreement a policy of general liability insurance with combined single limits of not less than $500,000.00 (five hundred thousand dollars), naming the Village as an additional insured. At the reasonable request of the Village, Vendor shall provide a certificate of such insurance.

Vendor shall indemnify and hold the Village harmless from any claims of loss or damage for injury to person or property arising from Vendor’s performance pursuant to the terms of this agreement. Such obligation to indemnify shall include all costs of defense, including reasonable attorneys’ and other experts’ fees.

**Assignment.** Vendor shall not assign its interest in this agreement to any other person, firm, or entity without the prior written consent of the Village.

**Binding effect.** This agreement is binding upon the parties hereto, their assigns and successors.

**Entire agreement.** This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, superseding all prior agreements and representations, whether written or verbal. This agreement may only be modified or amended by the written agreement of the parties.

**Applicable Law.** This agreement shall be construed pursuant to an according to the laws of the State of Michigan. Any dispute arising from this agreement shall be litigated in the circuit or district court for the county of Gratiot, dependent on the amount in controversy, and Vendor hereby consents to such venue and to the jurisdiction of such courts.

 In witness whereof, this agreement is executed on the dates set forth below:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VILLAGE OF ASHLEY

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

 Its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VENDOR

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

 Its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please send all correspondence to:

Village of Ashley

114 S. Sterling St.

PO Box 158

Ashley, MI 48806

Phone: 989-847-3050

Fax: 989-847-4031

Email: villageclerk@ashleyvillage.net