

AGREEMENT

This Agreement is made this ____ day of _____, 20__ between the Town of LaFayette, 2577 Route 11, P.O. Box 193, LaFayette, New York 13084 (hereinafter “Town”) and _____, of _____ (hereinafter “Contractor”).

WITNESSETH:

WHEREAS, the Town wishes to have certain work performed in and for the Town; and

WHEREAS, Contractor wishes to perform such work in return for the compensation set forth herein.

NOW, THEREFORE, it is Agreed, as follows:

1. The Contractor will perform the following services for the Town:

2. Contractor will commence work on _____ and shall complete work by

_____.

3. Contractor shall be paid, as follows:

_____.

4. Contractor shall report to _____.

5. Contractor is and shall at all times be acting as an independent contractor and not as an employee of the Town for all purposes, including payment of withholding taxes and all other applicable federal, state or local taxes. Contractor shall not be covered under the Town's Workers' Compensation policy or any of the Town's employee benefit plans.

6. Contractor shall direct and supervise the day-to-day activities of its employees.

7. Contractor agrees to indemnify and hold harmless the Town, its officers, employees, consultants, contractors and agents from and against any and all claims, losses, damages, costs and expenses including attorneys' fees, liabilities, fines and penalties resulting from any and all claims, proceedings or actions of whatsoever kind or nature whether or not finally adjudicated including any settlement thereof, arising out of or in connection with or on account of any performance of this Agreement and this liability shall survive the termination or expiration of the Agreement.

9. Before commencing work, the Contractor shall provide to the Town, proof of insurance, naming the Town as an additional insured on all liability policies, at limits of liability not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate (Bodily Injury and Property Damage). Such policy shall include "Contractual" coverage and all insurance required hereunder shall be considered primary to any other valid and

collectible insurance. Further such policy shall provide that it will not be cancelled or amended to reduce or eliminate coverage unless thirty (30) days prior written notice of such action is provided to the Town at the address noted below. Contractor shall also provide proof of Workers' Compensation coverage, as required by law.

Town Clerk

Town of LaFayette

2577 Route 11, P.O. Box 193

LaFayette, New York 13084

TOWN OF LAFAYETTE

CONTRACTOR

By: _____

By: _____

STATE OF NEW YORK)
COUNTY OF) ss.:

On the day of _____ in the year 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that _____ executed the same in _____ capacity, and that by _____ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF) ss.:

On the day of _____ in the year 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that _____ executed the same in _____ capacity, and that by _____ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC