

SNOW REMOVAL AGREEMENT

This Snow Removal Bid/Agreement is hereby made between the Client and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF CLIENT. Client and address is identified as:

CLINTON COUNTY, IOWA
Attn: Building Maintenance Manager
P.O. Box 2957
1900 N 3rd Street
Clinton, IA 52733-2957
Phone: 563-243-2160

2. IDENTITY OF INDEPENDENT CONTRACTOR. Independent contractor (hereafter "IC" and address is identified as:

The IC's Social Security number or Federal E.I.N. is _____

3. JOB TO BE PERFORMED. CLIENT desires that IC perform and IC agrees to perform the following:

The plowing and removal of snow and/or ice from the parking lot and sidewalk entrances at 226 11th Street, DeWitt, IA 52742. This facility is in operation 365 days a year 24 hours per day and will need to be maintained appropriately.

4. **TERMS OF PAYMENT.** CLIENT shall pay Independent Contractor according to the following terms and conditions: (Please insert amount needed for each item)

CLINTON COUNTY GOVERNMENT DEWITT ANNEX BUILDING

Snow removal from sidewalks ½" – 6"	_____
Snow removal from parking lots ½ " – 6"	_____
7" or more _____% per inch	_____
Salt sidewalks per application	_____
Salt parking lot per application	_____
Hauling snow – loader per hour	_____
Hauling snow – tandem dump truck per hour	_____

5. **REIMBURSEMENT OF EXPENSES.** CLIENT shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES.** IC shall supply, at IC's sole expense, all equipment, tools materials and/or supplies to accomplish the job agreed to be performed.
7. **FEDERAL, STATE AND LOCAL PAYROLL TAXES.** Neither federal, state nor local income tax or payroll tax of any kind shall be withheld or paid by CLIENT on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for Federal or State tax purposes.
8. **NOTICE TO IC REGARDING IC'S DUTIES AND LIABILITIES.** IC understands that IC is responsible to pay, according to law, IC's income tax. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.
9. **FRINGE BENEFITS.** Because IC is engaged in IC's own independently established business, IC is not eligible for and shall not participate in any employee pension, health or other fringe benefit plan of the CLIENT.

10. CLIENT IS NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by CLIENT concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC, and shall provide to CLIENT a certificate of workers' compensation insurance.

11. TERMS OF AGREEMENT. This agreement shall terminate at 12:00 a.m. on the _____ day of _____, 2015.

12. TERMINATION WITHOUT CAUSE. Without cause, either party may terminate this agreement after giving thirty (30) days prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given.

13. TERMINATION WITH CAUSE. With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. NO AUTHORITY TO BIND CLIENT. IC has no authority to enter into contracts or agreements on behalf of CLIENT. This agreement does not create a partnership between the parties.

16. DECLARATION BY INDEPENDENT CONTRACTOR. IC declares that IC has complied with all Federal, State and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this agreement.

17. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

18. CLIENT AND IC AGREEMENT. Both CLIENT and IC agree that the relationship created by this contract is that of independent contractor and not that of Employee and Employer. The IC is responsible to keep in force a minimum of two million dollars (\$2,000,000.00) liability insurance coverage and vehicle insurance with carriers which are satisfactory to CLIENT and shall hold CLIENT harmless from all claims, demands and suits arising out of the performance of services and the sale of goods under this contract.

19. CHOICE OF LAW. Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Iowa.

20. ENTIRE AGREEMENT. This is the entire agreement of the parties.

21. SEVERABILITY. If any part of this agreement is held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

22. AMENDMENTS. This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

CLINTON COUNTY, IOWA

CONTRACTOR

By: _____

By: _____

Date: _____

Date: _____