**CONTRACT FOR SERVICES**

THIS CONTRACT FOR SERVICES (“Agreement”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022 (the “Effective Date”), by and between **the Village of Ferrelview,** a Missouri incorporated village (hereinafter “Ferrelview”), and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter “Provider”).

WITNESSETH:

WHEREAS, Ferrelview publicly solicited bids for emergency and maintenance services for its waste distribution and water collection systems (“the Services”); and

WHEREAS, Provider has submitted a bid to perform the Services which Ferrelview has deemed acceptable.

NOW, THEREFORE, Ferrelview and Provider agree:

**I. Terms and Duties.** During the Term of this Agreement, Provider agrees to devote such time and effort to the as are reasonably necessary. Provider shall perform the duties and responsibilities required to provide emergency and maintenance services for the water distribution and waste water collection system, and such additional duties as reasonably determined from time to time by Ferrelview.

**II.** **Payment Terms.** Ferrelview shall pay Provider as follows:

**III. Indemnification and Liability Insurance**. During the entire term of this Agreement, Provider will indemnify and hold harmless Ferrelview against any and all claims, debts, demands, or obligations that may be made against Ferrelview or against Ferrelview’s title in property arising from or out of any negligent act or omission by Provider, its agents, employees, licensees or subcontractors; and if it becomes necessary for Ferrelview to defend any action seeking to impose any such liability, Provider will pay Ferrelview all the costs of court and reasonable attorney fees incurred by Ferrelview in such defense, in addition to any other sums that Ferrelview may be called upon to pay by reason of the entry of a judgment or decree against Ferrevliew. To this end, Provider will procure, and carry at Provider's own expense Commercial Liability and Worker’s Compensation insurance against all such liability in a sum no less than One Million dollars ($1,000,000.00) injury to one person or one accident and Two Million dollars ($2,000,000.00) for injury to two or more persons. Provider shall cause said insurance policy or policies specifically to name Ferrelivew as an insured and furnish Ferrelview with a certificate of the policy or policies. Provider shall not do or permit any act or thing that shall render such policy or policies invalid or that shall affect their validity. If Provider fails or neglects to carry such insurance and pay all premiums therefore, or if the policy or policies of insurance shall be canceled for any cause and Provider does not promptly obtain other insurance prior to or simultaneously with such cancellation, Ferrelview may 1) terminate this agreement immediately, or 2) may obtain such insurance in Ferrelview's own name to the extent herein provided and pay the premium therefore, and any sums paid by Ferrelview for said premiums shall be deducted from payment owed to Provider under this Agreement.

**IV.** **Termination.** This Agreement shall terminate as follows: (a) by mutual written agreement of the parties; (b) by Provider at any time upon sixty (60) days advance written notice to the Village; and/or (c) by Ferrelview at any time upon thirty (30) days advance written notice to Provider.

**V.** **Miscellaneous.**

5.1 Severability. Each provision of this Agreement shall be considered severable, and, if, for any reason, any provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future applicable law or regulation, such provision shall not impair the operation or effect of the remaining provisions of this Agreement.

5.2 Assignment. Provider shall not assign this Agreement or any of its rights or obligations herein.

5.3 Notices. All notices and other communications shall be in writing and shall be deemed to be given if delivered in person or sent by pre-paid first class registered or certified mail, return receipt requested, to Ferrelview at 205 NW Heady Avenue, Ferrelview, Missouri 64163, and to Provider at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

5.4 Amendment. This Agreement may only be amended by written agreement executed by Ferrelview and Provider.

5.5 Governing Law. This Agreement shall be governed and construed and enforced in accordance with the laws of the state of Missouri.

5.6 Entire Agreement. This Agreement constitutes the entire agreement between Ferrelview and Provider and supersedes and cancels any other agreements, representations, or communications, whether oral or written, between the parties relating the transactions contemplated herein or the subject matter hereof.

5.7 Successors and Assigns. Subject to the provisions of Section 5.2, this Agreement shall inure to the benefit of and be binding upon, the parties and their successors and assigns, if any.

5.8 Default. In the event of default on the part of either party, in addition to any other remedies of the aggrieved party, the party in default shall pay to the aggrieved party all damages, costs and expenses, including reasonable attorney’s fees, incurred by the aggrieved party as a result of any such default.

5.9 Captions. The captions contained in this Agreement are for convenience only and shall not be considered in construing or interpreting any of the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

VILLAGE OF FERRELVIEW

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

Chairperson

PROVIDER:

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

[NAME, TITLE]