

CONTRACT FOR SERVICES

This Agreement is made on _____ [date], between Truckee Tahoe Airport District, an Airport District organized and existing pursuant to Public Utilities Code sections 22001 and following (Client), with a principal place of business at 10356 Truckee Airport Road, Truckee, CA 96161, and _____ (Contractor), an independent contractor, with a principal place of business at _____

ARTICLE 1.-- TERM OF CONTRACT

1.01. This agreement will become effective on the date stated above, and will continue in effect until _____, 2016 unless terminated earlier or extended in writing.

ARTICLE 2.-- SERVICES TO BE PERFORMED BY CONTRACTOR

Specific Services

2.01. Contractor agrees to perform the services specified in the Contractor's Proposal, dated _____ and attached to this agreement and incorporated into this agreement by reference as Exhibit A. If there is any conflict or contradiction between the terms, conditions and provisions of this Contract for Services and the attached Exhibit A, the provisions of this Contract for Services shall prevail over any conflicting or contradictory terms in Exhibit A.

Method of Performing Services

2.02. Contractor will determine the method, details, and means of performing the above-described services.

Status of Contractor

2.03. Contractor enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. Contractor agrees that _____ [he, she or it] is not and will not become an employee, partner, agent, or principal of Client while this agreement is in effect. Contractor agrees _____ [he, she or it] is not entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, workers compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at _____ [his, her or its] own expense, disability, unemployment, and other insurance, workers compensation, training, permits, and licenses for [himself, herself or itself] and for _____ [his, her or its] employees and subcontractors.

Payment of Income Taxes

2.04. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for services under this agreement. On request, Contractor will provide Client with proof of timely payment. Contractor agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Contractor's failure to comply with this provision.

Use of Employees or Subcontractors

2.05. Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of

Contractor by this agreement. Client may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those services.

ARTICLE 3.-- COMPENSATION

3.01. Client agrees to pay Contractor according to the schedule of payments in Exhibit A.

Payment of Expenses

3.02. Contractor will be responsible for all expenses incurred in performing services under this agreement.

ARTICLE 4.-- OBLIGATIONS OF CONTRACTOR

Minimum Amount of Service

4.01. Contractor agrees to devote a minimum of _____ hours per month to performing the above-described services.

Non-Exclusive Relationship

4.02. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in _____ [his, her *or* its] sole discretion, as [he, she *or* it] sees fit.

Time and Place of Performing Work

4.03. Contractor may perform the services under this agreement at any suitable time and location _____ [he, she *or* it] chooses.

Tools, Materials, and Equipment

4.04. Contractor will supply all tools, materials, and equipment required to perform the services under this agreement.

Workers Compensation

4.05. Contractor agrees to provide workers compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

Liability Insurance

4.06. Contractor agrees to maintain a policy of insurance in the minimum amount of \$ _____ to cover any negligent acts or omissions committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement. Said policy shall name Client as an additional named insured and shall require at least 30 days prior written notice to Client of any cancellation or reduction in policy amounts. Contractor further agrees to indemnify and hold Client free and harmless from any and all claims arising from any such negligent act or omission.

Contractors Qualifications

4.07. Contractor represents that _____ [he, she or it] has the qualifications and skills necessary to perform the services under this agreement in a competent, professional manner, without the advice or direction of Client. This means Contractor is able to fulfill the requirements of this agreement. Failure to perform all the services required under this agreement constitutes a material breach of the agreement.

Contractor has complete and sole discretion for the manner in which the work under this agreement will be performed.

Indemnity

4.08. Contractor agrees to indemnify, defend, and hold Client free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys fees, and costs, that Client may incur as a result of a breach by Contractor of any representation or agreement contained in this agreement.

Assignment

4.09. Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent of Client.

ARTICLE 5.-- OBLIGATIONS OF CLIENT

Cooperation of Client

5.01. Client agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractors duties under this agreement.

Assignment

5.02. Neither this agreement nor any duties or obligations under this agreement may be assigned by Client without the prior written consent of Contractor.

ARTICLE 6.-- TERMINATION OF AGREEMENT

Termination on Notice

6.01. Notwithstanding any other provision of this agreement, either party may terminate this agreement at any time by giving 30 days written notice to the other party. Unless otherwise terminated as provided in this agreement, this agreement will continue in force until the services provided for in this agreement have been fully and completely performed.

Termination on Occurrence of Stated Events

6.02. This agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party.
- (b) Sale of the business of either party.
- (c) Death of Contractor
- (d) Assignment of this agreement by either party without the consent of the other party.

Termination for Default

6.03. If either party defaults in the performance of this agreement or materially breaches any of its provisions, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this agreement includes, but is not limited to, the following:

- (a) Client's failure to pay Contractor any compensation due within 30 days after written demand for payment.

- (b) Contractor's failure to complete the services specified in the Description of Services.
- (c) Contractor's material breach of any representation or agreement contained in Paragraph 4.07.
- (d) Client's material breach of any representation or agreement contained in this Agreement.

ARTICLE 7.-- PROPRIETARY RIGHTS

New Developments

7.01. Contractor agrees that all designs, plans, reports, specifications, drawings, inventions, processes, and other information or items produced by Contractor while performing services under this agreement will be assigned to Client as the sole and exclusive property of Client and Client's assigns, nominees, and successors, as will any copyrights, patents, or trademarks obtained by Contractor while performing services under this agreement. On request and at Client's expense, Contractor agrees to help Client obtain patents and copyrights for any new developments. This includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting Client in completing any required application or registration.

Confidential Information

7.02. Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Contractor's use are the sole property of Client. Subject to the provisions of the California Public Records Act, Contractor will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with Client's approval, and only to the extent necessary to perform the services under this agreement. This prohibition also applies to Contractor's employees, agents, and subcontractors. On termination of this agreement, Contractor will return any confidential information in _____ [his, her *or* its] possession to Client.

ARTICLE 8.-- GENERAL PROVISIONS

Notices

8.01. Any notices required to be given under this agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the third day after mailing.

Entire Agreement of the Parties

8.02. This agreement, including Exhibit A, supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for Client and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement, and that no other agreement, statement,

or promise not contained in this agreement will be valid or binding. Any modification of this agreement will be effective only if it is in a writing signed by the party to be charged.

Partial Invalidity

8.03. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Payment of Moneys Due Deceased Contractor

8.04. If Contractor dies before completing the services under this agreement, any moneys due Contractor from Client under this agreement as of the date of death will be paid to the Contractor’s executors, administrators, heirs, personal representatives, successors, and assigns.

Attorneys Fees

8.05. If any legal action, including an action for declaratory relief and any matter submitted to arbitration, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law

8.06. This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Truckee, California, on the date opposite each party’s signature.

CLIENT

Truckee Tahoe Airport District, by

Date:

Board President

CONTRACTOR

Date:

[typed name and title]

DRAFT