## TOWN OF CROSS PLAINS Independent Contractor Agreement

- 1. NAME OF CONTRACTOR: (12 Mowing) 7im Zander
- 2. **DESCRIPTION OF SERVICES**: Beginning on <u>1</u><sup>st</sup> [date] <u>January 2026</u> [contractor] <u>Tim Zander</u> will provide the following services: Grounds keeping as described in the Town of Cross Plains Job Description (See attachment.)
- 3. PAYMENT FOR SERVICES: The Town of Cross Plains will pay compensation to *Tim Zander* for the Services in the amount of \$ 230.00 for each mowing of the grounds of the Community Center, \$ 70.00 for each mowing of the Town Garage, and \$ 60.00 for each snow removal of the entry ways of the Community Center. *The Town will provide gas for work done under this contract*. Payment will be monthly after presentation of invoices to the Town Clerk.
- 4. **EXPENSES:** During the term of this Agreement, the Contractor shall bill and the Town shall reimburse [him or her] for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder.
- 5. **INSURANCE:** The Contractor will carry liability and personal injury insurance relative to any service that [he or she] performs for the Town.
- 6. **PROOF OF INSURANCE**: Contractor must provide certificates of insurance upon request.
- 7. **ASSIGNMENT:** The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Town.
- 8. **TERM/TERMINATION OF AGREEMENT**: This Agreement shall terminate automatically on <u>December 31, 2026</u> and may be renewed by mutual agreement. Each party may terminate this agreement upon written notice to the other, provided that no such termination shall relieve either party from any obligation incurred prior to the date of termination
- 9. **RELATIONSHIP OF PARTIES**: It is understood by the parties that **Time Zander** is an independent contractor with respect to the Town of Cross Plains, and not an employee of the Town. The Town shall not be responsible for withholding taxes with respect to the contractor's compensation hereunder; and shall have no claim against the Town hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or

disability benefits, unemployment insurance benefits, or employee benefits of any kind.

- 10. **MODIFICATION OR AMENDMENT**. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 11. **ENTIRE UNDERSTANDING:** This document and any attachment constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 12. **UNENFORCEABILITY OF PROVISIONS**: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

By signing below, Contractor agrees to the conditions enumerated above.

76-25

Social Security Number/Individual Tax Identification Number:

Mailing Address of payee:

8663 W Mineral Point Road, Mt Horeb, WI 53572

Street Apt. No. City State Zip Code

Telephone Number (with area code):

608 - 235 - 8174