

CONTRACT FOR SERVICES

SAMPLE

AGREEMENT, made as of the ____ day of January, in the year 2006, by and between:

THE VERMONT HOUSING AND CONSERVATION BOARD, a board established by the State of Vermont under Title 10 V.S.A. Chapter 15, with offices at 149 State Street, Montpelier, Vermont 05602, hereinafter referred to as VHCB, and [REDACTED], a private consultant, who has a mailing address of [REDACTED], hereinafter referred to as CONSULTANT, for the purpose of preparing a written business plan for the [REDACTED] Farm in Montpelier, VT, which is enrolled in the VCHB Farm Viability Enhancement Program.

Section 1. Services

The CONSULTANT'S tasks under this contract will be to:

- A. Collaborate with the VHCB Farm Viability Program Coordinator in setting up meetings at the [REDACTED] Farm, at which the confidentiality policy of VHCB shall be explained, the purpose of the business plan shall be established, the general goals of the farm enterprise shall be determined, and a business planning process is devised.
- B. Assemble a set of financial data that includes at a minimum a balance sheet, an income and expense statement, and a projection.
- C.* Identify strengths and weaknesses of the farm business, facilitate a goal setting process for the farm business, and determine areas where additional technical assistance would be useful.
- D. Work with the VHCB Farm Viability Program Coordinator to arrange for additional technical assistance if needed.
- E. Prepare a written farm business plan that addresses the elements described in VHCB's Guidelines for Farm Business Plans (Some elements may be more applicable than others; the guidelines are meant to be a checklist rather than a mandatory inclusive list; the guidelines may be waived upon request and at the sole discretion of VHCB.)
- F. Supply a copy of the completed business plan to the farmer participant and a copy of the completed business plan to the VHCB Farm Viability Program Coordinator.

Section 2. Term

All work under this contract shall be performed by May 31, 2006.

Section 3. Office, Support Services, Supplies, and Overhead

Except for VHCB staff collaboration and consultation described in Section 1 above, VHCB shall not be responsible for furnishing CONSULTANT with office space, telephone, support services, supplies, overhead, or mileage fee. CONSULTANT shall be solely responsible for his or her own office space, communications equipment, clerical support, and supplies.

Section 4. Compensation

Compensation shall be paid to the CONSULTANT at a rate of \$[REDACTED] per hour consulting time worked. Hourly reimbursement shall be the only compensation; there shall be no separate reimbursables for other expenses. Total cost of services for this contract shall not exceed \$4,000.

Section 5. Payment to the Consultant

The CONSULTANT shall present statement of services rendered on a written invoice delivered to VHCB. The invoice shall state the name of the farm which received services, and the hours worked. Payments on account under this Section 5 shall be due within two weeks of presentation of the CONSULTANT'S statement of services rendered.

Section 6. Termination

This contract may be terminated by mutual agreement of both parties. In addition, this contract may be terminated by either party upon seven (7) days' written notice should either party fail substantially to perform in accordance with its terms through no fault of party initiating the termination. In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for all services performed to the termination date. In the event of the termination through fault of the CONSULTANT, the CONSULTANT shall not be due any additional compensation for services rendered past the previous billing of services.

Section 7. Employment Status

For purposes of performing the services specified in this contract, the parties agree that the CONSULTANT is an independent contractor. The CONSULTANT is not an employee of VHCB, and is responsible for all withholding and other tax liability resulting from this contract. VHCB will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, workers compensation or other benefits and services available to employees of VHCB.

Section 8. Miscellaneous

- A. Agreement and Amendment. This contract represents the entire and integrated agreement between VHCB and the CONSULTANT. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the CONSULTANT and the duly authorized representative of VHCB. This contract shall be governed by applicable state and federal law. Each provision is separate and several, so to the extent that any provision is rendered invalid by any act of the U.S. Congress or State of Vermont General Assembly, it shall have no effect on the validity of each and every other provision. This contract is entered into as of the day and year written above.

- B. Indemnification. Any CONSULTANT, recipient, or entity paid with VHCB funds shall be acting as an independent contractor and not as officers or employees of the State or of VHCB. Accordingly, such CONSULTANT, recipient or entity paid with VHCB funds shall indemnify and hold the State and VHCB harmless from liability and any claims suits, judgments, and damages arising as a result of the performance of the Contract.

VERMONT HOUSING AND CONSERVATION BOARD

By: _____
Signature

Date: _____

CONSULTANT

By: _____
Signature

Date: _____