

CONTRACT FOR EVENT PLANNING AND MANAGEMENT SERVICES

This Agreement is entered into by and between Montana Association for Supervision and Curriculum Development, hereinafter referred to as the "Client", and CASSIE HUNTLEY, d/b/a CALL CASS, hereinafter referred to as the "Service Provider". In consideration of the mutual promises set forth below, the Client and the Service Provider agree as follows:

1. DESCRIPTION OF SERVICES

The Service Provider will provide the following services to the Client in the capacity of Executive Secretary:

Management Services

- Accounting for MontanaASCD (bookkeeping – purchasing, invoicing, banking, maintaining financial records)
- Maintaining MontanaASCD files.
- Storage of extra books, files, give away items
- Mail (Maintain the bulk mail and post office box contracts. Pick up the mail at the post office and distribute to the appropriate individual.)
- Maintain mailing and email lists
- Membership List
- Website/Internet – updates
- Announcements
- Emails regarding upcoming events (board meetings, etc)
- Maintain A-Z Curriculum Directors database and announcements
- Have digitally ready materials necessary for MontanaASCD Board Meetings (sign-in sheets, handouts) and A-Z Curriculum Directors (sign-in sheets)

2. PAYMENT / MONTHLY STATEMENT

The Client will pay the Service Provider a monthly fee of \$440.00 with a payment schedule of the 15th of every month.

3. REPRESENTATIONS OF SERVICE PROVIDER

The Service Provider hereby represents and warrants that:

- It has familiarized itself with the terms of this Agreement and has investigated and fully understands (1) the conditions under which it will be providing services and (2) the character, quality, quantity and scope of the work required of it.
- It will render the services called for under this Agreement with care, skill and diligence in accordance with the generally accepted practices and standards of the profession in which it is engaged.
- It has the methods and means to provide the services called for under this Agreement, including but not limited to the necessary infrastructure, plant, equipment, capital and staff; and that

- It is engaged in an independently established trade, occupation, profession or business and that the services it is providing under this Agreement are being rendered in the course of such trade, occupation, profession or business;

4. RELATIONSHIP OF PARTIES

The parties intend that an independent contractor relationship be created by this Agreement. The Client is interested only in the results to be achieved and responsibility for the conduct and control of the work will lie solely with the Service Provider. The Service Provider undertakes and agrees to furnish and pay for all, labor, supervision and other overhead costs necessary to perform any services hereunder, except where the Client has otherwise agreed herein in writing. The Service Provider is not to be considered an employee of the Client for any purpose. The Service Provider shall be responsible for all applicable federal and state taxes and for complying with all state workers' and/or unemployment compensation laws pertaining to the employees that it may utilize in providing services to the Client under this Agreement.

As evidence of the above, the Service Provider has provided the Client with a copy of its Independent Contractor Certification from the Montana Department of Labor & Industry, the terms of which are incorporated herein by reference.

5. RECORDS ACCESS AND RETENTION

The Service Provider agrees to provide the Client, its auditors or their authorized agents with access to any records necessary to demonstrate the compliance of the parties with this Agreement and/or any other legal requirements. The Service Provider agrees to create and retain adequate records supporting the services rendered and/or supplies provided for a period of three (3) years after the later of the completion of this Agreement or the conclusion of any claim, litigation or exception relating to the Agreement.

6. COMPLIANCE WITH LAWS / NONDISCRIMINATION

The Service Provider agrees that, in performing services under this Agreement, it will fully comply with all federal, state or local laws, rules and regulations applicable to its operations and warrants that any subcontractors will comply as well. The Service Provider agrees that any hiring that it or its subcontractors may undertake in the performance of this Agreement will be made on the basis of merit and qualifications and that it will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

7. INDEMNITY / INSURANCE

The services to be provided under this Agreement will be performed entirely at the Service Provider's risk, and the Service Provider assumes all responsibility for the performance of its obligations under the Agreement. The Service Provider agrees to indemnify and hold harmless the Client, its officers, and agents for any and all claims, demands, and causes of action of any kind or character, including reasonable attorneys fees and costs, arising in favor of the Service Provider's employees or anyone else on account of bodily or personal injuries, death or damage to property arising out of the services performed by the Service Provider or in any way resulting from the acts or omissions of the Service Provider and/or its agents, employees, subcontractors or anyone else for whom the Service Provider is responsible.

The Service Provider further agrees to carry and maintain appropriate comprehensive general liability insurance extending coverage to its activities under this Agreement, including personal injury liability, bodily injury liability and property damage coverage.

8. TERMINATION

This Agreement may be terminated upon fourteen (14) days written notice in the event of a substantial failure to perform in accordance with the terms of this Agreement by one party through no fault of the other party. In addition, the Client may, at its sole discretion, terminate or reduce the scope of this Agreement if available funding is reduced for any reason. In the event of termination, the Service Provider will be compensated for all documented services performed through the termination date and, to the extent that the total payments made to the Service Provider as of that point in time exceed the amounts due for such services, the Service Provider shall remit any excess to the Client.

9. TERM OF AGREEMENT

This Agreement will commence on June 30, 2013 and will terminate June 30, 2014.

10. ENTIRE AGREEMENT / MODIFICATION

This Agreement represents the sole and entire agreement between the parties and supersedes any and all prior negotiations, representations and agreements between them, oral or otherwise. This Agreement may be amended only by written instrument signed by both the Client and the Service Provider.

CLIENT

Date

By: _____

SERVICE PROVIDER

Date

By: _____
Cassie Huntley