

# CONTRACTOR SERVICES AGREEMENT

Date: \_\_\_\_\_

Contractor Providing Services: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

Services Provided For \_\_\_\_\_:

Road Construction, Maintenance or Graveling:

Spreading \_\_\_\_\_ per cubic yard or \_\_\_\_\_ per ton  
Hauling, 0-3 miles \_\_\_\_\_ per cubic yard or \_\_\_\_\_ per ton  
Hauling, each additional  
Mile over 3 miles \_\_\_\_\_ per cubic yard or \_\_\_\_\_ per ton  
Water, furnished and applied \_\_\_\_\_ per 1,000 gallons

Culvert Installation or Maintenance: \_\_\_\_\_ total cost

Right of Way Mowing: \_\_\_\_\_ per mile

Description of Services \_\_\_\_\_

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## WAIVER, RELEASE, AND INDEMNIFICATION

I am fully aware of and understand the dangers inherent in the services that are being provided under this agreement and that they may cause property damage, physical injury, or death to myself or others. On behalf of myself and my insurers, executors, administrators, heirs, successors, and assigns, I hereby:

1. Agree to assume the \_\_\_\_\_ township's legal obligation for placement of warning signs and devices as required in NDCC 24-03-09 and NDCC 24-03-10 in conformity with NDCC Chapter 39-13;
2. Agree to assume the full risk of any injuries, death, damages or other loss regardless of severity which anyone may sustain as a result of services provided under this agreement;
3. Waive, release, and discharge \_\_\_\_\_ township, its agencies, officers, employees, and volunteers from any and all liability for death, disability, personal injury, loss or damage to property, or actions of any kind, which may hereafter accrue as a result of services provided under this agreement;
4. Indemnify, save, and hold harmless \_\_\_\_\_ township, its agencies, officers, employees, and volunteers from any and all claims of any nature, including costs, expenses, and attorneys' fees which may in any manner result from or arise out of the services provided under this agreement.

This waiver, release, and indemnification shall be construed broadly to provide a waiver, release, and indemnity to the maximum extent permissible under applicable law.

Any modification of this waiver must have written approval prior to provision of the described services.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT SPECIFYING MY WAIVER, RELEASE, AND INDEMNIFICATION OF ALL CLAIMS.

Contractor Name: (Please Print)

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Township Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_