

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made by and between the Vermont Youth Conservation Corps, a Vermont non-profit corporation, and Andrews Community Forest Committee. The parties, in consideration of the mutual covenants herein, do hereby agree as follows:

1. Purpose. VYCC will provide trail work services focused on erosion control for improved water quality to Partner in Richmond, VT.
2. Term. VYCC will provide the Services during the 2022 field season. This Agreement will terminate when all obligations hereunder have been performed.
3. Scope of Work. Project objectives and details of Services are outlined in the attached Scope of Work document. The Scope of Work may only be modified by prior authorization by both parties, in writing. Such modifications shall be attached hereto and made a part hereof.
4. VYCC Obligations. The VYCC agrees to:
 - Provide one crew to complete two weeks of work during the field season of 2022
 - Outfit the crew with tools, equipment and crew transportation as necessary.
 - Carry workers' compensation and general liability insurance for VYCC employees as required by law.
 - Supervise and support the VYCC crew pertaining to crew management, discipline and/or work project management.
5. Partner Obligations. Partner agrees to:
 - Supply on-the-ground project support as agreed to by the VYCC and Partner.
 - Be responsible for securing all permits, easements, and clearances as required by law.
 - Procure and coordinate any materials needed to complete the project in accordance with agreed upon project goals.
 - Secure any specialized tools or equipment support for completion of project outside of the VYCC's normal tool cache as discussed and agreed to by the VYCC and Partner.
6. Payment. Any costs incurred by VYCC pertaining to these crews will be paid by the VYCC. If you require documentation of these costs to be counted as an in-kind donation toward your project they will be prepared and sent upon request in writing at the end of the VYCC fiscal year. Requests for in-kind documentation must be sent to VYCC c/o Hapy Mayer, Chief Finance and Operations Officer.
7. Indemnification. Partner shall indemnify, defend, protect and hold harmless VYCC, and each of its managers, employees, and representatives (collectively, "VYCC Indemnified Parties") from and against any and all claims, demands, causes of action, liabilities, losses and expenses (including, without limitation, the disbursements, expenses and fees of their respective attorneys) which may be imposed upon, incurred or suffered by any VYCC Indemnified Party, which arises out of, results from or in any way relates to any claim, action, lawsuit or proceeding by any person other than Partner, to which a

VYCC Indemnified Party may become subject by reason of any action or inaction on the part of Partner, that does not arise out of VYCC's performance of the Services under this agreement, except for such losses as are determined to have resulted from the VYCC Indemnified Party's gross negligence, fraud, bad faith or willful misconduct. VYCC shall indemnify, defend, protect and hold harmless Partner, and each of its managers, employees, and representatives (collectively, "Partner Indemnified Parties") from and against any and all claims, demands, causes of action, liabilities, losses and expenses (including, without limitation, the disbursements, expenses and fees of their respective attorneys) which may be imposed upon, incurred or suffered by any Partner Indemnified Party, which arises out of, results from or in any way relates to any claim, action, lawsuit or proceeding by any person other than VYCC, to which a Partner Indemnified Party may become subject by reason of VYCC's performance of the Services under this agreement, except for such losses as are determined to have resulted from the Partner Indemnified Party's gross negligence, fraud, bad faith or willful misconduct. This paragraph, insofar as it applies to work undertaken while this agreement is in effect, shall survive the termination of this agreement.

8. Termination. VYCC may immediately terminate this agreement if: (1) Partner fails to perform its obligations set forth herein or in the Scope of Work; or (2) the location, work situation or other circumstances make performance of the Services unsafe.
9. Assignment. Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.
10. Governing Law. This agreement shall be governed by the laws of the State of Vermont, both as to interpretation and performance without recourse to any principles of conflicts of law.
11. Notice. Any notice required to be given under the terms of this agreement shall be directed to the parties at the following addresses:

VYCC: Hapy Mayer
Chief Operations and Finance Officer
Vermont Youth Conservation Corps
1949 East Main Street
Richmond, VT 05477
(802) 434-3969
hapy.mayer@vycc.org

Partner: Name
Role
Organization
Phone
email

12. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto and supersedes all other prior written or oral understandings. This agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this agreement.

Date: _____

Kristen Balschunat
Conservation Program Manager
Vermont Youth Conservation Corps

Date: _____

Name
Role
Organization