

## CONTRACT FOR SERVICES

This agreement is made and entered into between The Duluth Entertainment Convention Center, a political subdivision of the state of Minnesota (“DECC”), and \_\_\_\_\_, a nonprofit [Entity type: corporation or limited liability company] organized under the laws of the state of Minnesota (“Organization”), effective as of \_\_\_\_\_.

In consideration of the mutual promises and agreements hereinafter set forth, and intending to be legally bound, the parties do hereby agree as follows:

1. **Services Provided.** Organization agrees to perform the following services according to the following timelines or schedule:
  - a. Organization shall provide individuals who are at least sixteen (16) years of age (“Event Staff”) to serve as staff for events described in the document attached hereto as Exhibit A (the “Event”). The Event Staff shall be volunteers of Organization.
  - b. During the term, Organization, through the Event Staff, shall be responsible for performing certain tasks and duties laid out in the document attached hereto as Exhibit B, at the discretion of the Event Staff and upon consultation with the DECC, and the Organization shall oversee, supervise, and manage the Event Staff to ensure the specifications and performance standards in Exhibit B are met.
2. **Performance and Specifications.** Organization shall perform all services directly or indirectly required under this Agreement in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by the DECC, which are attached hereto as Exhibit B.
3. **Cost.** In exchange for the services provided by Organization, the DECC agrees to pay Organization Ten and 59/100 dollars (\$10.59) multiplied by total number of hours worked by all Event Staff provided by Contractor during the Term of this Agreement.

The DECC shall also provide printable parking passes and a uniform shirt for the Event Staff.

4. **Timing of Service.** The services called for by this Agreement shall commence on or about one (1) hour prior to the commencement of the event described in Exhibit A (the “Event Staff Start Time”), and shall end no later than six (6) hours after the Event Staff Start Time.
5. **Hold Harmless.** Any and all claims that arise or may arise against Organization, its agents, servants, or employees as a consequence of any act or omission on the part of the Organization or its agents, servants, or employees while engaged in performance of the Agreement shall in no way be the obligation or responsibility of the DECC.

Nothing in this Agreement shall constitute a waiver by the DECC of any statutory limits or immunities from liability.

6. **Independent Contractor.** Organization acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relation of

employer and employee between the DECC and Organization or of any obligations or commitments beyond the terms of this Agreement.

7. **Modification & Termination.** Any alterations, variations, modifications, or waivers of the provisions of this agreement shall only be valid when they have been reduced to writing, and signed by the DECC and Organization. The DECC or Organization may terminate this Agreement, with or without cause, upon one (1) week's written notice to the other.
8. **Legal Compliance.** Organization shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which Organization is responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

DULUTH ENTERTAINMENT  
CONVENTION CENTER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel Hartman  
Its: Executive Director

[NONPROFIT NAME]

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[NAME]  
Its: [ROLE]