

**AGREEMENT FOR SERVICES**

THIS AGREEMENT is made by and between the **Stockbridge-Munsee Community** (“Tribe”), whose address is N8476 Moh He Con Nuck Road, Bowler, WI 54416, and \_\_\_\_\_ (“Contractor”), whose address is \_\_\_\_\_.

In consideration of the mutual terms, conditions and covenants hereinafter set forth, Tribe and Contractor agree as follows:

1. The Tribe hereby hires the Contractor as an independent contractor to provide services in accordance with this Agreement and Contractor agrees to provide such services.
2. This Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ or upon completion of services. Either party may terminate this Agreement, without cause, by giving seven (7) days written notice to the other party. The Agreement may be terminated without notice in the event of an uncured breach by the Contractor.
3. Tribe shall pay to Contractor and Contractor shall accept from Tribe, as compensation for services provided pursuant to this Agreement, the sum of \$\_\_\_\_\_ payable to \_\_\_\_\_ at the completion of services. Both parties agree that Contractor shall not receive full payment prior to completion of obligations under this Agreement. The Tribe shall have no liability for any payroll taxes in relation to the Contractor. Contractor must submit a completed IRS Form W-9 to the Tribe’s finance department prior to any disbursements from the Tribe.
4. Contractor shall provide the following services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Contractor shall devote such time, attention and energies as required to deliver the services in a timely manner consistent with the agreed upon schedule. Contractor warrants that it has the requisite knowledge, skills and, as applicable, licensures to provide the services using the highest standard of care representative of its industry.
6. Contractor shall hold all appropriate insurance coverage, at levels consistent with the industry standards but no less than Wisconsin statutory coverages, to provide these services. The Contractor’s failure to supply evidence or the Tribe’s failure to request a certificate of such insurance does not abrogate the Contractor’s duty or waive this provision.
7. If Contractor is unable to perform services pursuant to this Agreement by reason of illness, incapacity or death, compensation shall cease upon the happening of the event.
8. Neither party may assign this Agreement without the express written consent of the other.
9. Contractor is an independent contractor and nothing contained in this Agreement shall be deemed to constitute Contractor as a partner, agent or employee of the Tribe, nor shall either have any authority to bind the other. Both parties agree to hold confidential and/or

proprietary information that they learn based their performance under this Agreement in strict confidence and not use or divulge such information other than for the purposes of this Agreement. The parties mutually release each other from any liability incurred through their performance under this Agreement.

10. If the services provided under this Agreement involve regular contact with or control over Elders or Youth, Contractor (and/or its employees or agents providing onsite services) is required to obtain and maintain and Elder/Youth License, in accordance with Chapter 65 of Stockbridge-Munsee tribal law, prior to being eligible to perform services under this Agreement. Contractor agrees to complete all paperwork associated with this license.\*
11. This Agreement supersedes all prior discussions, oral or written, between the parties in relation to the subject matter and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.
12. If the Contractor is the subject of a judgment in favor of the Tribe, then the Tribe may offset that outstanding debt by reducing the contract payment by the amount owed. While the Tribe may notice the Contractor of its actions taking this offset, it is not required to send separate notice to exercise this right of offset.
13. This Agreement shall be construed in accordance with and governed by the laws of the Stockbridge-Munsee Community, and in the absence of tribal law on point, by federal law or if no federal law on point, then Wisconsin law.
14. The parties agree the contract documents may be executed and delivered by facsimile or other electronic means and such electronic signatures shall have the same effect as an original executed document.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed.

**TRIBE:**

**CONTRACTOR:**

BY: \_\_\_\_\_

\_\_\_\_\_

*Tribal President or Vice-President*

*Print name and title*

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\* Elder/Youth License approved by \_\_\_\_\_, Human Resources, on \_\_\_\_\_ (date).