

MASTER FIELD SERVICE AGREEMENT

This **Master Field Service Agreement** (this "*Agreement*"), effective as of _____, 201_, by and between the _____ **County Land Reutilization Corporation**, a nonprofit community improvement corporation organized under Chapter 1724 of the Ohio Revised Code (the "CLRC") of _____, OH 44____, and [*name of contractor*], of [*address*], [*name of city*], OH [*zip code*], (the "*Contractor*").

SECTION ONE

DESCRIPTION OF WORK. Contractor agrees to provide all the materials, if any, and equipment and to perform the Field Service Work described in, and at the respective locations set forth in, Attachment A hereto (respectively, the "*Field Service Work*" and the "*Work Sites*"). Attachment A may be modified or amended from time to time provided that each modification or amendment thereof shall be initialed and dated by each of the parties hereto and shall be deemed effective when attached hereto in lieu of the previously attached Attachment A or any portion thereof.

SECTION TWO

TIME FOR PERFORMANCE. Contractor agrees that the Field Service Work at each Work Site under this Agreement shall be performed substantially as described in Attachment A to this Agreement.

SECTION THREE

COMPENSATION. CLRC agrees to pay contractor in current funds for each performance of the Field Service Work at each Work Site under this Agreement the amount set forth in Attachment A to this Agreement as follows:

On the _____ of each month, Contractor is to submit an invoice for the Field Service Work completed at that date. Field Service Work at more than one Work Site may be included in a single invoice, provided, however, that each invoice shall contain (i) the Work Site Address at which the Field Service Work was performed, (ii) the date of such performance and (iii) the amount due for such performance as agreed to in Attachment A hereto, together with the aggregate amount due under the invoice.

SECTION FOUR

INDEPENDENT CONTRACTOR. Both CLRC and the Contractor agree that the Contractor is an independent contractor in the performance of its duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Contractor's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

SECTION FIVE

LIENS. Contractor further agrees that Contractor will not file, and will not permit, to the best of Contractor's ability, any subcontractor under Contractor, nor any other person, firm, corporation or other entity to file, a lien or claim of any kind whatsoever against any one or more Work Sites or against any other property belonging to CLRC for any Field Service Work or any materials furnished for the Field Service Work.

SECTION SIX

GOVERNING LAW. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of [name of state].

SECTION SEVEN

BINDING EFFECT. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

SECTION EIGHT

ATTORNEY FEES. If any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

SECTION NINE

ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION TEN

MODIFICATION OF AGREEMENT. Except as otherwise provided in Section One for modifications or amendments to Attachment A, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION ELEVEN

EXECUTION COUNTERPARTS. This Agreement, including the initialing of Attachment A hereto, may be executed in counterpart and in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION TWELVE

PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Cleveland, Ohio on the dates indicated below.

_____ COUNTY LAND
REUTILIZATION CORPORATION (CLRC)

[NAME OF CONTRACTOR]

By: _____

[By:] _____

Title: _____

Title/Name: _____

Date: _____

Date: _____

ATTACHMENT A
to
Master Field Service Agreement
between
County Land Reutilization Corporation
and
[name of contractor]

<u>Work Site Address</u> [Street, City, Zip]	<u>Description of Field Service Work</u>	<u>Time of Performance</u>	<u>Compensation per Performance</u>

_____ County Land Reutilization Corporation:
 By: _____ [initials] Date: ___/___/201___
 ___/___/201___

Contractor: **[Name of Contractor]**
 [By:] _____ [initials] Date:

<u>Work Site Address</u> [Street, City, Zip]	<u>Description of Field Service Work</u>	<u>Time of Performance</u>	<u>Compensation per Performance</u>

_____ County Land Reutilization Corporation: Contractor: [***Name of Contractor***]
 By: _____ [***initials***] Date: __/__/201__ [By:] _____ [***initials***] Date