

Town of Ledyard
Service Agreement
with
Sharon E. and Matthew S. Primett

Agreement

This Services Agreement (this "Agreement"), dated as of this ____ day of October, 2022 is made between Sharon E. and Matthew S. Primett at address 153 Vinegar Hill Road, Gales Ferry, CT 06335 (Contractor) and Town of Ledyard, CT, a Connecticut municipality located at 741 Colonel Ledyard Highway, Ledyard, CT 06339 ("Ledyard").

In consideration of the mutual covenants contained herein, Ledyard and Contractor hereby agree as follows:

1. **Provision and Purchase of the Services.** Contractor will perform the specific services set forth in the Statement of Work which is attached to and made a part of this Agreement (the "Services") in accordance with the terms and conditions of this Agreement. Ledyard will purchase the Services from Contractor. Unless otherwise agreed by Ledyard in writing, Contractor will furnish all equipment, personnel and ancillary services, and will also furnish and manage any inventory of supplies necessary to furnish the Services.
2. **Term.** This Agreement will commence November ____, 2022 and will continue until terminated or canceled as provided herein. Either party may cancel this Agreement at any time by giving the other party at least forty-five (45) days prior written notice.
3. **Independent Contractor.** Contractor will perform the Services as an independent Contractor for Ledyard, and this Agreement will not be construed to create a partnership, joint venture or employment relationship between Contractor and Ledyard. Contractor will not represent itself to be an employee or agent of Ledyard or enter into any agreement on Ledyard's behalf of or in Ledyard's name. Contractor will retain full control over the manner in which it performs the services and will not be entitled to worker's compensation, disability benefits, retirement, insurance or any other benefits afforded to employees of Ledyard.
4. **Compensation.** Ledyard will pay Contractor for Services rendered in accordance with the Statement of Work. Contractor will submit a monthly invoice to Ledyard detailing Services rendered and any non-covered expenses incurred during said month, and Ledyard will remit all properly payable amounts within thirty (30) days of Ledyard's receipt of any such invoice. Each invoice will describe, in detail and with respect to the relevant invoice period (a) the number of hours expended performing Services, itemized by task, (b) a description of the Services provided, (c) any work product created, and (d) the date, amount and description of any expenses incurred in carrying out the work for Services rendered in accordance with the Statement of Work. Notwithstanding anything herein to the contrary, Contractor may terminate this Agreement immediately without notice if any bill rendered by it to Ledyard remains unpaid in whole or in part forty-five (45) days after the invoice date of the bill.
5. **Out-of-Pocket Expenses** The out-of-pocket expenses will be those expenses reasonably necessary, and actually incurred in the performance of the Services, including but not limited to, travel, postage and overnight delivery services. To be eligible for reimbursement, all out-of-pocket expenses *must* include a paid receipt for reimbursement. No overtime shall be incurred in performing the Services.

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6. **Taxes.** In addition to the charges and out of pocket expenses provided for herein, Ledyard will pay all federal, state, and local sales, use, or other applicable taxes which may be imposed upon the Services rendered hereunder. Such taxes will be set forth by Contractor as a separate item on the invoice; however, Ledyard shall not be liable for any taxes levied or assessable on Contractor's income or net worth.
7. **Indemnification.** Each party (the "indemnifying party") agrees to indemnify and hold the other party (the "indemnified party") harmless from and against any claims, demands, liabilities, losses, damages, judgments or settlements, including all reasonable costs and expenses related thereto including attorneys' fees, resulting from any claim for bodily injury or death to any person (excluding the claims asserted by an employee against its employer) arising out of and caused by the negligence or intentional misconduct of the indemnifying party hereto in connection with this Agreement, to the extent that such claims, suits, damages, liability or expenses are not caused by the negligent act or omission or intentional misconduct of the indemnified party. The indemnified party shall immediately notify the indemnifying party of any claim giving rise to an obligation to indemnify.
8. **Limitation of Liability.** Either party's liability hereunder for damages to the other party under this Agreement, regardless of the form of action, will not in the aggregate exceed the total amount paid for the Services hereunder. This will be the parties' exclusive remedy. Neither party will be liable for any lost profits, nor for any claim or demand against either party by any other party. No action, regardless of form, arising out of the Services under this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued.
9. **Warranty.** Contractor warrants that it will perform the services in a professional workmanlike manner in compliance with all standards and rules reasonably established in general by the industry, or specifically in writing by Ledyard from time to time.
10. **Force Majeure.** Contractor will not be liable for any failure to perform or delay in performance hereunder where such failure or delay is occasioned by force majeure or an Act of God (including, but not limited to, fire, embargo, labor strike, or interruption of electrical service), or circumstances beyond Contractor's control which will prevent Contractor from providing the Services in the normal and usual course of its business.
11. **No Waiver.** A party's failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto, will not be construed to be a waiver of such provision or rights, nor to affect the validity of this Agreement. The exercise by a party of any right under the terms or covenants herein will not preclude or prejudice the exercising thereafter of the same or other rights under this Agreement.
12. **Compliance with Laws.** Contractor and Ledyard will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of this Agreement and shall provide timely information to each other.
13. **Parties in Interest.** All the terms, provisions and conditions of this Agreement will inure to the benefit of and will be enforceable by the parties hereto and their respective successors and assigns.

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- 14. Entire Agreement; Amendments.** Subject to the terms and conditions hereof: (a) this Agreement contains the entire understanding of the parties hereto in respect to the provision of the Services; (b) there are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein; (c) this Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter; (d) this Agreement may be amended only by a written instrument duly executed by the parties hereto or their respective successor or assigns; and (e) any condition to a party's obligations hereunder may be waived by such party.
- 15. Notices.** All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given if delivered by hand (and duly receipted), mailed (certified or registered mail, return receipt requested) or sent via overnight courier as follows:

if to Contractor:

Sharon E. and Matthew S. Primett
153 Vinegar Hill Road
Gales Ferry, CT 06335

Attention:

Sharon Primett

if to Ledyard:

Town of Ledyard, CT
741 Colonel Ledyard Highway
Ledyard, CT 06339

Attention:

Mayor

- 16. Governing Law.** This Agreement will be governed and construed and enforced in accordance with the laws of the State of Connecticut, County of New London. Any judicial proceeding brought forth in connection with this Agreement may be brought in any court of competent jurisdiction in the state of Connecticut, and both parties hereby (i) accept, generally and unconditionally, the nonexclusive jurisdiction of such courts by any judgment rendered thereby, subject to any right of appeal, and (ii) irrevocably waive any objections that may now or hereafter have as to any such proceeding brought in such a court or that such a court is an inconvenient forum.
- 17. Headings.** The paragraph headings contained in this Agreement are for reference purposes only and will not affect the interpretation or meaning of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Town of Ledyard, CT

By: _____
(Signature)

Printed Name: _____

Date: _____

Contractor

By: _____
(Signature)

Printed Name: _____

Date: _____

By: _____
(Signature)

Printed Name: _____

Date: _____

STATEMENT OF WORK

NATHAN LESTER HOUSE

The Town of Ledyard (Ledyard) manages the Nathan Lester House property by way of the Ledyard Historic District Commission (“LHDC”) and its standing Committee the Nathan Lester House Committee (“NLHC”). The Town desires to enter into an independent relationship with the Contractor to ensure the use of the Nathan Lester House and its walking trails and premises (collectively “The Nathan Lester House Complex”) as both a historical and community resource.

In view of this independent relationship, and with the exception of the scheduled exhibition times, the Contractor is expected to fulfill Contractor’s obligations under this agreement within reasonable timetables established by the LHDC in consultation with the Contractor.

General Information

The Nathan Lester House and outbuildings are buildings of historical significance to the Town of Ledyard. Its premises and collections will be open to the general public during scheduled times.

The Nathan Lester House is viewed by the Town as an educational medium for local school groups as well as a community resource and tourist attraction.

DUTIES OF THE CONTRACTOR

1) General Management

The Contractor shall manage and operate The Nathan Lester House Complex diligently and in good faith under the auspices of the LHDC and the NLHC, Ledyard’s agents in this matter. Contractor, however, shall not be required to devote itself exclusively to the management, maintenance and operation of The Nathan Lester House Complex.

- a) The Contractor is responsible for being present to show the Nathan Lester House and outbuildings during all scheduled hours.
- b) When the Main House is being used by a group, Contractor shall attend, and shall inform visitors of building rules.
- c) Contractor must notify the LHDC and the Mayor’s office if Contractor will not be present on the day of a scheduled opening. Should circumstances arise necessitating the Contractor’s absence during a scheduled opening, a suitably trained substitute must be secured by the Contractor, at no cost to the Town or the LHDC, and the LHDC must be notified at least twenty-four (24) hours in advance of any such absence. The Contractor must train substitutes who have been approved in advance by the LHDC.
- d) Contractor shall attend meetings of the NLHC as determined to be mutually appropriate.
- e) Contractor is to function under certain specific financial appropriations and budgetary considerations for all aspects of Contractor’s duties and responsibilities. As such, Contractor is specifically prohibited from entering into any contracts or commitments involving the expenditures of money unless funds have been appropriated by Ledyard Town Council, and authorized in advance by the LHDC.

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NATHAN LESTER HOUSE

2) Tours and Demonstrations.

Contractor is responsible for interpreting the history of the Lester Family, the Nathan Lester House and outbuildings, and the property to visitors. Contractor should become familiar with the history of the Nathan Lester House, its contents, and the outbuildings so that Contractor is both capable and knowledgeable in order to give tours.

- a) Contractor shall greet and guide visitors through the Nathan Lester House and outbuildings and conduct private tours as necessary.
- b) Tour dates and hours are as follows:

Memorial Day weekend through Last weekend of October: Tuesday and Thursday 2:00 PM to 4:00 PM

Saturdays, Sundays, Holiday Mondays and July 4th: 1:00 PM to 4:30 PM (Incl. Columbus Day Weekend)

After Labor Day weekend until Memorial Day weekend: by appointment only.

The grounds are open year-round sunrise until sunset.

3) Educational System.

Contractor is encouraged to promote and support events and programs which bring visitors, especially local residents, to showcase the historic qualities of the property. Examples of such include the Annual Old Fashioned 4th and Yule Tide Celebrations, Boy Scout Campouts, Ledyard Garden Club seminars, and other town sponsored events.

4) Promotion as Community Resource.

The Contractor is encouraged to support the LHDC and NLHC to promote and expand the use of the Nathan Lester House Complex as a community resource and tourist attraction.

5) Function Use.

The Nathan Lester House Complex, or portions thereof, may, from time-to-time be made available for use to organizations and groups for a fee. To ensure success of this use, Contractor shall be present at all such events. Contractor is not authorized to accept donations, bequests, etc., without prior authorizations from the LHDC.

6) Additional Duties and payment for services rendered.

Contractor will have certain duties as established by the NLDC, and modified from time to time in writing. Such duties shall be posted within the Nathan Lester House Complex. Payment to the Contractor is based on 19.25 hours per week of services at a monthly rate of **One Thousand Two Hundred Ninety One and 67/100 (\$1,291.67) DOLLARS**. Once invoiced by the Contractor, Ledyard shall process said payment in a timely manner. Ledyard may ask for additional project work that is outside the scope of this Statement of Work by providing a separate request for proposal. Contractor may accept or reject this additional project work as it sees fit. Contractor may also recommend projects to be scoped and proposed separately.