

SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is entered into this ____ day of _____, 2019 (the “Effective Date”), by and between the Jewish Community Center of Denver, a Colorado nonprofit corporation located at 350 Dahlia St., Denver, CO 80246 (“JCC Denver”), and _____, located at _____ (“Contractor”). JCC Denver and Contractor may be referred to herein individually as a “Party” and collectively as the “Parties” to this Agreement.

RECITALS

- A. JCC Denver is in the business of providing community services, programs and activities (the “Business Operations”);
- B. JCC Denver desires to engage Contractor to perform the services described on **Exhibit A** (the “Program”) as an independent contractor pursuant to and in accordance with the terms and conditions set forth in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Program to be Performed by Contractor. Contractor shall operate, administer and manage the Services in the manner described on **Exhibit A** (the “Statement of Work”), and in accordance with the terms and conditions set forth herein, as may be amended from time to time, expressly including, without limitation, the terms and conditions attached hereto (the “Terms and Conditions”). This Agreement, nor any rights or obligations under this Agreement can be assigned or transferred without the prior written consent of JCC Denver and Contractor.

2. Compensation.

2.1 Compensation. JCC Denver shall pay Contractor compensation for the Services in the amounts set forth on **Exhibit A** (the “Compensation”), which amounts shall reflect the total consideration to be paid to Contractor as negotiated and agreed upon between JCC Denver and Contractor. As additional or amended work is added to the Statement of Work the Parties may amend **Exhibit A** only by mutual written consent. Contractor shall not be reimbursed for any expenses unless Contractor obtains prior written consent from JCC Denver.

2.2 Invoices. Contractor shall invoice JCC Denver within thirty (30) days of completion of the Services. All invoices shall be delivered to JCC Denver via electronic mail to JCC Denver at the electronic mail address set forth on the signature page below, or to such other electronic mail address, or physical address, as determined by JCC Denver from time to time. All payments for the Services performed hereunder shall be made out to or delivered to Contractor and shall be deposited into Contractor's business bank account.

2.3 Payment Terms. JCC Denver shall remit payment to Contractor within thirty (30) days of JCC Denver's receipt of a correct invoice for all Program compliantly performed in accordance with the Statement of Work and the terms and conditions set forth herein.

2.4 Taxes. Contractor shall fully and properly report, to all appropriate tax authorities, including, without limitation, all federal, state, and local tax authorities, all income payments received under this Agreement. Contractor hereby acknowledges and agrees that, in accordance with applicable law, Contractor will make all necessary filings with the Internal Revenue Service, including, without limitation, filing a Form 1099, reflecting all amounts paid by JCC Denver to Contractor for the immediately preceding tax

year. Contractor shall provide JCC Denver with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by JCC Denver to demonstrate that Contractor's tax obligations have been fulfilled.

3. Term; Termination.

3.1 Term. This Agreement shall be effective as of the Effective Date and shall continue until terminated as set forth herein (the “Term”).

3.2 Termination by JCC Denver. JCC Denver may terminate this Agreement for any, or for no reason, upon thirty (30) days' prior written notice to Contractor. JCC Denver may also terminate this Agreement immediately upon Contractor's breach of this Agreement.

3.3 Termination by Contractor. Contractor may terminate this Agreement for any, or for no reason, upon thirty (30) days' prior written notice to JCC Denver, provided that all projects in connection with the Services are in a completed state. For the avoidance of doubt, Contractor shall not have the right to terminate this Agreement at any time when the Services remain incomplete and any attempt at termination when the Services remains incomplete shall be a material breach of Contractor's obligations hereunder. In such event, Contractor shall, in addition to all other liability provided for hereunder and under applicable law, be obligated to pay to JCC Denver, all amounts incurred by JCC Denver to perform the incomplete Program, including, without limitation, amounts paid to a replacement contractor.

3.4 Termination by Mutual Written Consent. This Agreement also may be terminated immediately upon mutual written agreement of the Parties.

4. Entire Agreement. This Agreement, including the Exhibits, schedules and the Terms and Conditions, contain the full, final, and complete understanding of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between JCC Denver and Contractor, whether oral or written.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which will constitute one and the same instrument. Facsimile and electronic signatures shall be considered original signatures for purposes of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties acknowledge and agree that they have read and understand the terms of this Agreement and that they have executed this Agreement of their own free act, to be effective as of the Effective Date, notwithstanding the actual date of execution.

JCC DENVER:

Jewish Community Center of Denver, a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

Electronic Mail Address: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Electronic Mail Address: _____

Exhibit A

Statement of Work

Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Services Agreement (the “Agreement”) to which this Exhibit A is attached.

I. Contractor shall provide the following Services:

II. For Contractor’s performance of the Services, Contractor shall receive the following as “Compensation”:

Exhibit A Schedule 1

Release and Waiver of Liability and Assumption of Risk Agreement

The undersigned (“I” or the “Undersigned”) hereby enters into this Release and Waiver of Liability and Assumption of Risk Agreement (this “Release”) in connection with the Undersigned’s performance of services on behalf of _____ (“Contractor”), in connection with that certain Services Agreement between Contractor and the Jewish Community Center of Denver, a Colorado nonprofit corporation (“JCC Denver”).

I. Agreement. As an express condition to the undersigned’s performance of services on behalf of JCC Denver, I, on behalf of myself and my heirs, successors, assigns, enter into this Release, as consideration for consideration received in connection with my participation services, and hereby acknowledge and agree as follows:

1. **Activities.** I fully understand that by engaging as an employee, services provider or otherwise, in connection with the Services, I may be participating in activities that may present a risk of injury. Each of the activities involves a certain risk of harm or injury, including physical injury, damage, permanent disability, death or other loss to participants, and/or damage to property.

2. **Assumption of Risk.** I fully understand that participation in the activities may involve a risk of serious harm or injury that may result from a) my own actions, inactions or negligence, and/or b) the actions, inactions or negligence of others, and/or c) the condition of the property and/or the equipment. I voluntarily agree to assume all risks associated with the activities and agree to hold JCC Denver, including, without limitation, all of its members, managers, directors, officers, employees, representatives, agents, affiliates and assigns, harmless from any and all claims or liability resulting from my participation in the activities.

3. **Release and Indemnification.** I forever release, waive, discharge, relinquish and indemnify, to the full extent provided for under applicable law, JCC Denver and the Mizel Center including, without limitation, all of their members, managers, directors, officers, employees, representatives, agents, affiliates and assigns, from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney’s fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by the Participant in any way connected to, related to, or arising out of my participation, whether direct or indirect, in the activities, regardless of any negligence of JCC Denver. This acknowledgment and assumption of risks and release includes claims resulting from JCC Denver’s negligence of any kind or nature, whether foreseeable or not (but not gross negligence), and includes claims for personal injury or wrongful death (including claims related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

4. **Representation of Authority.** I acknowledge and agree that I have full knowledge and understanding of the risks involved with my performance of services and it is with such full knowledge and understanding that I agree to release and hold harmless the JCC Denver and the Mizel Center and all of their members, managers, directors, officers, employees, representatives, agents, affiliates and assigns from any liability as set forth herein.

II. Governing Law and Other Important Legal Matters. I agree that Colorado law (without regard to its conflict of laws rules) governs this Release, including, without limitation, any dispute I have with JCC Denver and all other aspects of my relationship with JCC Denver, and agree that any mediation, suit or other proceeding must be filed or entered into only in Denver, Colorado. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. This Release is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Release is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect. I AGREE, TO WAIVE ANY RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE ACTIVITIES OR OTHER SERVICES CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the undersigned hereby execute this Release as of _____, 20____, notwithstanding the actual date of execution.

Undersigned:

Name

Signature

Terms and Conditions of Services Agreement

1.1 Capitalized terms not defined in these terms and conditions (these "Terms") shall have the meaning set forth in the Services Agreement (the "Agreement") to which these Terms are attached.

1.2 The Services shall be performed in accordance with the express terms, conditions, duties and obligations set forth in this Agreement, these Terms and any and all policies and procedures set forth by JCC Denver from time to time, in JCC Denver's sole discretion. The Parties acknowledge and agree that time is of the essence in connection with Contractor's performance of the Services and all services related thereto.

1.3 Contractor shall have the sole and exclusive responsibility for supervising and managing its employees, agents and representatives. Contractor shall conduct, as a pre-condition to engagement with any employees, agents and representatives, a background check, using a nationally recognized background check entity or organization, at its own expense on each of its employees or service providers engaged in providing services in connection with the Services. No employee or service provider shall be eligible to perform services for JCC Denver if he or she (1) has been convicted of any crime involving dishonesty or breach of trust; and/or (2) has been convicted of any crime related to sex, drugs, weapons or violence. Contractor covenants to perform all background checks strictly in accordance with all applicable laws.

1.4 All employees and services providers on behalf of Contractor, including, without limitation, all employees, agents and representatives shall be 18 years or older and shall have all credentials, licenses, and experience (i) required under applicable law, and (ii) customary for services providers performing services similar to the Services.

1.5 Contractor hereby agrees, in advance of performance of Services, to deliver to JCC Denver an executed Release and Waiver of Liability and Assumption of Risk Agreement, in the form attached to this Agreement as Exhibit A, Schedule 1, for each employee or service provider providing services on behalf of Contractor hereunder.

2. Relationship. The intent of the Parties is for Contractor to act as an independent contractor under the applicable local, state and federal law, including, without limitation, those set forth by the Internal Revenue Service and the state and federal departments of labor. The Parties expressly agree that the Parties' execution of this Agreement shall not render Contractor an employee, partner, agent of, or joint venturer with JCC Denver for any purpose. Contractor is and will remain an independent contractor in its relationship with JCC Denver. Contractor is not authorized to make any representation, contract or commitment on behalf of JCC Denver.

2.1 CONTRACTOR AGREES AS AN INDEPENDENT CONTRACTOR THAT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS AND IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE AND WORKERS COMPENSATION COVERAGE ARE PROVIDED BY CONTRACTOR OR SOME OTHER ENTITY, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY COMPENSATION PAID PURSUANT TO THE INDEPENDENT CONTRACTOR RELATIONSHIP. CONTRACTOR UNDERSTANDS THAT JCC DENVER SHALL NOT PROVIDE ANY EMPLOYMENT BENEFITS TO CONTRACTOR, INCLUDING VACATION PAY, SICK LEAVE, RETIREMENT BENEFITS, HEALTH OR DISABILITY BENEFITS, SOCIAL SECURITY OR EMPLOYEE BENEFITS OF ANY KIND.

2.3 Contractor agrees that it will indemnify, defend and hold harmless JCC Denver, its officers, directors, employees, customers and agents from and against any and all claims, losses, liabilities, damages, expenses and costs (including reasonable attorneys' fees and court costs) caused, directly or indirectly, by acts or omissions of Contractor or Contractor's agents, employees, contractors, subcontractors, consultants or other representatives, which acts or omissions are in breach of this Agreement or in violation of applicable law. Contractor further agrees to indemnify, defend and hold harmless JCC Denver for any losses caused by Contractor, or any of Contractor's agents, employees, contractor, sub-contractor, consultants or other representatives failure to perform obligations under this Agreement in a professional manner, in accordance with the highest level of industry standard, and in accordance with applicable law (including, without limitation, any violation or infringement by Contractor of any third parties

intellectual property rights). Contractor hereby assumes sole responsibility for all claims, liabilities and costs of suit (including reasonable attorneys' fees) related to Contractor's obligations, responsibilities, facilities and services provided under this Agreement, and any illegal, negligence or other wrongful acts or omissions of Contractor, including its teachers, instructors, counselors, employees, volunteers, agents and representatives involved with the Services. CONTRACTOR HEREBY AGREES TO (1) RELEASE, INDEMNIFY, HOLD HARMLESS, AND NOT TO SUE OR SEEK TO HOLD LIABLE JCC DENVER, OR ANY OF ITS OFFICERS, DIRECTORS, BOARD MEMBERS, EMPLOYEES, VOLUNTEERS OR AGENTS FROM ANY AND ALL LIABILITY, WHETHER CAUSED BY THE NEGLIGENCE OF JCC DENVER OR OTHERWISE, FOR ANY CLAIM, JUDGMENT, LOSS, LIABILITY, COST, OR EXPENSE, AND (2) WAIVE ANY AND ALL CLAIM, JUDGMENT, LOSS, LIABILITY COST OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR CONNECTED WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING OUT OF OR CONNECTED WITH ANY ILLNESS OR INJURY THAT CONTRACTOR'S, EMPLOYEES, AGENTS OR REPRESENTATIVES MAY INCUR. CONTRACTOR SHALL HEREBY BE SOLELY RESPONSIBLE FOR ANY AND ALL LIABILITY FOR ANY CLAIM, JUDGMENT, LOSS, LIABILITY, COST, OR EXPENSE ARISING OUT OF OR CONNECTED WITH THE SERVICES, EXPRESSLY INCLUDING, WITHOUT LIMITATION, ITS CONDUCT AS OPERATOR OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING OUT OF OR CONNECTED WITH ANY ILLNESS OR INJURY THAT PROGRAM PARTICIPANTS OR JCC DENVER EMPLOYEES MAY INCUR AT, DURING, OR IN CONNECTION WITH OR AS A RESULT OF THE SERVICES.

3. Code and Legal Requirements. Contractor and each of Contractor's agents, employees, contractors, subcontractors, consultants, or other representatives shall conform to those standards stipulated in the building code, mechanical code, plumbing code, and electrical code applicable to the local jurisdiction. Further, Contractor and each of Contractor's agents, employees, contractors, subcontractors, consultants, or other representatives shall comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the performance of the Services. If Contractor becomes aware of any conflict or ambiguity between the Construction Plans and the applicable laws, codes, rules, or ordinances, Contractor shall immediately notify JCC Denver and shall not commence or continue work until the conflict or ambiguity is resolved.

4. Representations of Contractor.

4.1 Contractor represents and warrants to JCC Denver that Contractor: (i) is a validly existing entity organized in accordance with the governing jurisdiction's laws; (ii) is engaged in an independent business; (iii) has full right and power to enter into and perform this Agreement without the consent of any third party; (iv) maintains valid and compliant licenses, permits, certifications, and all other credentials required under applicable law to perform the Services; and (v) is and has continually operated in compliance with all applicable laws. Contractor agrees that any description it provides of its relationship with JCC Denver orally, in writing, in advertising, or in any other way, shall, subject to JCC Denver's approval, clearly characterize Contractor as an "independent contractor" or other similar designation approved by JCC Denver. Contractor further agrees that Contractor shall not use JCC Denver's name on any stationery, business cards, telephone listings, or any other written or printed material, on a web site, or by broadcast medium without the prior written approval of JCC Denver.

4.2 Contractor represents, warrants, and covenants that: (i) Contractor's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by Contractor to any third party; (ii) the Services, including, without limitation, any of the deliverables or work product required hereunder, shall be free from material errors or other defects and shall substantially conform to any specifications for such Services and/or deliverables and/or work product as set forth or referenced in any applicable Statement of Work; (iii) the deliverables and/or the work product shall be the original work of Contractor; (iv) Contractor has the right to grant the rights and assignments granted herein; (v) the Services, the deliverables, and the work product do not and shall not infringe, misappropriate, or violate any patent, copyright, trademark, trade secret, publicity, privacy, or other rights of any third party;

Terms and Conditions of Services Agreement

(vi) Contractor shall comply with all laws and maintain all necessary licenses required to perform the Services; and (vii) neither Services, the deliverables, the work product, nor any element thereof shall be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances, or encroachments.

4.3 Contractor represents and warrants that all Services (including material, labor, and workmanship) will be performed free from defects and will be warranted by Contractor for a period of one (1) year following date of project completion, provided that if any defect is not discoverable through reasonable and customary inspection, the warranty shall be extended for a period of twelve (12) months following discovery of such work giving rise to a warranty claim (the "Warranty Period"). All work shall be completed strictly in accordance with the schedule set forth in the Statement of Work.

4.4 Contractor represents and warrants that the Services shall be performed in a good and workmanlike manner. Workmanlike quality is defined as workmanship that meets or exceeds those criteria indicated in applicable building codes, using materials and installation methods identified in the blueprints, floorplans, elevations, material specification sheets, engineering plans, engineering details, engineering notes, truss layouts, and the Scope of Work (together, the "Construction Plans"), and by defined by industry standards for each trade.

4.5 Contractor covenants that it will correct any items found on the homeowner's walk-through list (the "Punch-List") requiring correction immediately. If Contractor does not correct any defects within three (3) days of receiving notification of the Punch-List, JCC Denver will correct such defects at Contractor's sole cost and expense.

4.6 If any issue arises during the Warranty Period, Contractor shall correct any problem within seven (7) days' notice by JCC Denver or the property owner of the same. If the problem is not resolved within such seven (7) day period, JCC Denver shall correct the problem at a cost to Contractor of \$150.00 per hour, at least.

4.7 Contractor represents, warrants, and covenants that it will have an employee or agent of Contractor that is capable of reading, fully comprehending, and following the most detailed Construction Plans on site at all times while the Services are being performed.

5. Covenants. In connection with Contractor's performance of the Services, Contractor covenants as follows: (i) to comply with JCC Denver's rules, policies and procedures, adopted from time to time, (ii) to maintain good standing status for the Term under the laws of the jurisdiction in which Contractor was formed, and under the laws of all other jurisdictions governing Contractor's business, (iii) to take such further acts and execute such further documents as are necessary or appropriate to carry out the purpose and intent of this Agreement, (iv) to not interfere or impede other work being performed by my other contractors, and (v) to comply with all applicable laws, and require that its sub-contractors, employees, affiliates, agents, and other representatives comply with all applicable laws, including, but not limited to those laws related to immigration compliance, workers compensation, tax reporting, labor standards, OSHA, EPA, and all other similar government agencies. JCC Denver shall not be responsible for any citations, fines, and/or penalties incurred due to the action or inaction of Contractor or any of Contractor's employees, agents, or sub-contractors.

6. Insurance. At all times Contractor agrees to maintain at a minimum: (i) General Liability insurance of not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate limit; and (ii) Worker's Compensation insurance of not less than \$100,000 per accident, \$100,000 per employee for injury by disease, and \$500,000 aggregate. Contractor shall name JCC Denver as an additional insured on any such insurance policies. Further:

(i) Contractor's general liability insurance shall be primary and non-contributory in all respects. Contractor acknowledges that any limits provided under JCC Denver's insurance are excess and do not contribute to Contractor's insurance. Contractor also agrees to maintain these limits for its general liability insurance for as long Contractor warrants its work to JCC Denver;

(ii) Contractor's workers compensation carrier must state on its certificate that the carrier waives its right to subrogation against JCC Denver;

(iii) All of Contractor's insurance policies shall be issued by companies licensed to do business in the State of Colorado maintaining a rating of at least "A" by A.M. Best; and

(iv) Contractor's insurance certificates and policies shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire, until at least thirty (30) days' prior written notice has been given to JCC Denver. Contractor shall immediately notify JCC Denver if any insurance policy is terminated or changed for any reason. Contractor shall not continue work without current insurance, and all Compensation will be withheld in full until Contractor has proof of current insurance and JCC Denver has received a new Certificate of Insurance.

6.1 Governing Law; Jurisdiction; Venue. This Agreement will be governed and enforced according to the laws of the State of Colorado, without regard to the principles of conflicts of laws thereof. Any action for enforcement and interpretation of this Agreement, or any proceeding in any way relating to the subject of this Agreements, will be instituted only in the state or federal courts in Denver, Colorado.

6.2 Severability. If any provision or covenant, or any part thereof, of this Agreement should be held by any court to be invalid, illegal or unenforceable, either in whole or in part, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions or covenants, or any part thereof, of this Agreement, all of which shall remain in full force and effect. Further, the Parties hereby agree any provision contained herein that is found to be invalid, illegal or unenforceable, shall be enforced to the greatest extent permitted by law in the applicable jurisdiction or circumstance.

6.3 Notices. All notices under this Agreement must be in writing, and must be (a) mailed by nationally recognized overnight courier, by registered or certified mail, postage prepaid and return receipt requested, or (b) delivered by hand to the Party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight courier or by hand, any such notice will be considered to have been given when received or rejected by the Party to whom notice is given, as evidenced by written and dated receipt of the receiving Party. Each Party's mailing address for the purpose of notice shall be the mailing address set forth in the preamble of the Agreement

6.4 Assignment. This Agreement may not be assigned by Contractor without JCC Denver's prior written consent, and any such attempted assignment will be void and of no effect. JCC Denver will not be required to seek or obtain Contractor's consent in connection with any assignment by JCC Denver.

6.5 Legal Fees. In the event JCC Denver brings any action to enforce its rights hereunder, it shall be entitled to recover reasonable attorneys' fees and costs.

6.6 Survival. Contractor's obligations under this Agreement will continue after termination of the Agreement for a period of five (5) years.

6.7 Waiver. No waiver by JCC Denver of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by JCC Denver of any right under this Agreement will be construed as a waiver of any other right.

6.8 Construction. The language of this Agreement reflects the mutual intent of the Parties and will not be strictly construed against either Party; therefore, no rule of strict construction will apply in construing the terms of this Agreement.