

**CITY OF BUCHANAN DOWNTOWN DEVELOPMENT AUTHORITY
2026 INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made between the City of Buchanan Downtown Development Authority ,at 302 N. Redbud Trail, and Ashley Hanson, (“Contractor”), 15310 Main Street, Buchanan, Michigan 49107.

1. **Term of Agreement:** This Agreement will become effective when signed by both parties and shall continue for a period of six (6) months. This Agreement may be extended or renewed by written agreement signed by both parties. This Agreement will be terminated on 30 days written notice by either party to this Agreement. All provisions of this Agreement shall apply to all services and all periods of time in which the Contractor renders services for the Downtown Development Authority .
2. **Terminating the Agreement:** With reasonable cause, either party may terminate this Agreement immediately by giving written notice of termination to the other party. For purposes of this Agreement, reasonable cause shall be defined as 1) a material violation of this Agreement, or 2) any act exposing the other party to liability to third parties for personal injuries or damage to property, real or personal.
3. **Services to be Performed:** Contractor agrees to perform the following services for the Downtown Development Authority: Oversee the operation of the Buchanan Farmers’ Market for the 2026 season as outlined in the Buchanan Farmers’ Market Master Job Description, including attending the Farmers’ Market every week that it is open unless other arrangements are made and approved by the Chairperson of the Farmers’ Market Committee.
4. **Payment:** In consideration for the services to be performed by Contractor, the City agrees to pay the Contractor the sum of \$25 per hour.
5. **Terms of Payment:** The Contractor shall invoice the City on a monthly basis for the hours that have been worked by the Contractor.
6. **Expenses:** Contractor shall be responsible for all expenses incurred while performing services under this Agreement, except Contractor will be supplied with a phone for Market use only.
7. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor, and that neither Contractor nor Contractor’s employees or contract personnel are, or shall be deemed to be, employees of the City. In its capacity as an independent contractor, Contractor agrees to and represents the following:
 - Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement.
 - The services required by this Agreement shall be performed by Contractor.
 - Neither Contractor nor Contractor’s employees or contract personnel shall receive any training from the Downtown Development Authority in the professional skills necessary to perform the services required by this Agreement.
 - Contractor shall not be required by the Downtown Development Authority to devote full time to the performance of the services required by this Agreement.
 - The contractor does not receive the majority of her annual compensation from the Downtown Development Authority .
 - The parties acknowledge and agree that the Downtown Development Authority is entering into this Agreement with reliance on the representations made by the Contractor relative to its independent contractor status.

8. **Permits and Licenses:** The Contractor declares that Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.
9. **State and Federal Taxes:** The City will not withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf or make state or federal unemployment compensation contributions on contractor's behalf or withhold state or federal income tax from Contractor's payments. Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and self-employment (Social Security) taxes.
10. **Fringe Benefits:** Contractor understanding that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.
11. **Worker's Compensation:** The City shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide the City with a certificate of workers' compensation insurance before the employees begin work.
12. **Unemployment Compensation:** The City shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under the Agreement. If a Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be offset against the amount of compensation due and payable to Contractor by the City under this Agreement.
13. **Insurance:** Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless the City from any and all liability arising out of or in any way related to Contractor's performance of services during the term of tis Agreement, including any liability resulting from intentional or reckless acts of the employees or agents of the Contractor.
14. **Exclusive Agreement:** This is the entire Agreement between the Contractor and the Downtown Development Authority .
15. **Modifying the Agreement:** This Agreement may be modified only by a writing signed by both parties.
16. **Confidentiality:** Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the City without the City's prior written permission except to the extent necessary to perform services on the City's behalf. Proprietary or confidential information includes: 1) the written, printed, graphic, or electronically recorded materials furnished by the City for Contract to use; 2) business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind.
17. **Disputes Resolution:** Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that the City violated any state or federal statutes, common law doctrine, or committed any tort with respect to the Contractor shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statutes of limitations. Cost of arbitration shall be shared equally by the parties,

provide that each party shall pay for and bear the cost of his or her own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

18. **Applicable Law:** This Agreement will be governed by the laws of the State of Michigan.
19. **Notices:** All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier services that provides written confirmation of delivery to the City at 302 N. Redbud Trail and to the Contractor at the address shown above, and received on its actual receipt except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the U.S. Postal Service's return receipt. Any party to this agreement may give a notice of a change of address to the other party(ies) to this Agreement.
20. **No Partnership:** This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on the City's behalf.
21. **Assignment and Delegation:** Contractor may not assign or subcontract any rights or obligations under this Agreement without the City's prior written approval.

CITY OF BUCHANAN Downtown Development Authority

Tracy Mast, DDA Chairperson

FARMERS' MARKET COMMITTEE:

Beth Chubb, Chairperson

CONTRACTOR:

Ashley Hanson