



SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into this ___ day of _____, 2025, by and between:

Gladstone Downtown Development Authority (DDA)
located at 1100 Delta Ave, Gladstone, MI
hereinafter referred to as "DDA"

and

Nathan Neumeier
located at 7427 County 426 M.5 Rd, Gladstone, MI
hereinafter referred to as "Contractor."

1. Scope of Services

Contractor agrees to purchase all necessary materials and supplies, and to install a roof on the band stage located at the Gladstone Farmers Market ("Project"). Contractor shall oversee and coordinate all aspects of the material procurement and installation of the roof.

2. Compensation

In consideration of the services provided under this Agreement, the DDA shall pay Contractor the sum of One Dollar (\$1.00). Contractor acknowledges and agrees that no further compensation shall be due.

3. Independent Contractor

Contractor is an independent contractor and not an employee, agent, or representative of the DDA. Contractor shall be solely responsible for the means, methods, techniques, safety, and procedures of the work performed.

4. Hold Harmless and Indemnification

Contractor agrees to indemnify, defend, and hold harmless the DDA, its officers, employees, board members, and agents from and against any and all claims, demands, damages, injuries, liabilities, costs, expenses, or causes of action (including reasonable attorney's fees) arising out of or related to:

- Contractor's performance of the services described herein,
- the purchase of materials, and
- the installation of the roof.

This includes, but is not limited to, any injuries to Contractor, Contractor's employees, subcontractors, or third parties occurring in connection with the Project.

5. Insurance

Contractor acknowledges that he is solely responsible for maintaining any personal or liability insurance he deems necessary. The DDA shall not provide coverage for Contractor or for any person engaged by Contractor in connection with this Agreement.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written understanding. Any amendment must be in writing and signed by both parties.

8. Termination

This Agreement shall terminate upon completion of the project and final payment of compensation set forth herein.

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

Gladstone Downtown Development Authority

By: _____

Name: Patricia West

Title: Community Development & DDA Director

Date: _____

Contractor

By: _____

Name: Nathan Neumeier

Company: Independent Roofing & Siding

Date: _____