

# **INSURANCE SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "City", and \_\_\_\_\_, a Corporation, whose address is \_\_\_\_\_, hereinafter referred to as "Contractor".

## **RECITALS**

WHEREAS, the City desires to hire the Contractor, as an independent contractor, to complete and provide services as described herein at such times and in such a manner as is required; and,

WHEREAS, the Contractor agrees to perform the services described herein upon the terms and conditions set forth in this Agreement.

## **TERMS AND CONDITIONS**

IN CONSIDERATION of the mutual covenants and promises set forth herein, it is agreed by and between the City and the Contractor as follows:

1. **RECITALS.** The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. **SCOPE OF WORK.** The Contractor shall provide the services as follows:  
*See attached Exhibit A ATTACHED INSURANCE PROPOSAL*
3. **COMPENSATION.** In consideration of the Contractor providing the above-described duties, the City agrees to pay to the Contractor the annual sum of \_\_\_\_\_ payable to Contractor in annual lump sum payment on July 15th.
4. **RELATIONSHIP BETWEEN PARTIES.** Contractor is performing services and duties under this Agreement as an independent contractor and not as employee, agent, partner, or joint venture with the City and nothing herein shall be construed to be inconsistent with this relationship or status. The Contractor is not entitled to any benefits provided by the City to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers' compensation or unemployment insurance. The Contractor shall pay all of their own taxes on compensation paid to the Contractor pursuant to this Agreement.

5. LIABILITY. The work to be performed under this Agreement will be performed entirely at Contractor's risk. Contractor agrees to indemnify the City for any and all liability or loss arising in any way out of the performance of this Agreement by Contractor.
6. ASSIGNMENT. Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
7. DURATION. This Agreement shall be for a term of five (5) years, 2025-2030 fiscal year ending June 30, 2030, unless sooner terminated for any of the reasons set forth in this Agreement.
8. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
9. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
10. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wyoming.

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

THE CITY OF LANDER,  
A municipal corporation:

\_\_\_\_\_  
Missy White, Mayor

ATTEST:

\_\_\_\_\_  
Rachelle Fontaine , City Clerk

\_\_\_\_\_  
Insert Insurance Company and signatory name