

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS INDEPENDENT CONTRACTOR CONSULTING AGREEMENT (this “Agreement”) is dated as of December 1, 2022, between Dirt Coaster Academy, LLC (“Consultant”) and Lincoln Parish Park (“Client”). Consultant and Client may hereinafter be referred to as Party or Parties.

WHEREAS, the Consultant has knowledge and experience in the oversight of the construction of off-road biking parks and trails that will enable it to provide certain valuable services (the “Consulting Services”), defined herein, for and on behalf of Client; and

WHEREAS, Client desires to appoint and retain Consultant as an independent contractor to provide the Consulting Services for the project known as the Flow Trail Expansion (“Project”), and Consultant desires to accept such appointment and to provide such Consulting Services within the parameters described in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Client and Consultant hereby agree as follows:

1. Establishment of Relationship. Client hereby appoints and retains Consultant as an independent contractor to perform the Consulting Services for the Project upon the terms and conditions set forth herein. Consultant hereby agrees to perform the Consulting Services in a diligent and timely manner in accordance with industry practices and standards.
2. Consulting Services.
 - 2.1. Consultant agrees to provide the services set forth below for Client for the Project:
 - Consultant will:
 - Review and suggest changes to the Master Plan and Bid Package.
 - Review and give samples of the Sign Plan.
 - Actively promote and use all resources to help attract the most potential bidder to the Project.
 - Consult with the park and the winning bidder during preconstruction meetings.
 - Consult with staff during the construction process.
 - Work with chosen vendors to answer any unexpected questions or provide direction.
 - Flow check the finished trail to provide feedback to the builder.
 - Consultant will only provide these services after Client has provided Consultant with plans and specifications detailing the design for the Project.
 - Consultant will be available to assist Client in answering questions from contractors related to the Project (“Consulting Services”).
 - 2.2. Nothing in this Agreement shall be construed as assigning to the Consultant any authority over or responsibility for construction activities, means, methods, techniques, sequences or procedures, or for the security or safety of the project site and people lawfully or unlawfully thereon, or for any failure of Client and/or any contractors to comply with

laws, rules, regulations, ordinances, codes or orders applicable to Client and/or any contractor furnishing and performing its work. Neither does the Consultant have the authority to direct Client and/or any contractor in relation to such responsibilities. Indeed, all such responsibilities shall belong to Client.

- 2.3. In consideration of the Consultant performing the Consulting Services, Client agrees that the Consultant shall be entitled to rely upon the completeness and accuracy of all information provided to the Consultant by Client or its agents, employees, architects, engineers, or representatives. Client further agrees that the Consultant shall not be responsible in any way for errors or omission contained in documents prepared by others or for errors or omission by others (*i.e.*, Architect of Record, engineers) in incorporating the recommendations made by the Consultant into reports, drawings or specifications. In addition, Client agrees to waive all claims against the Consultant arising from services performed by others (*i.e.*, Architect of Record, engineers, subcontractors) related to the services to be provided by the Consultant under this Agreement, except for the sole willful misconduct of the Consultant.
 - 2.4. Client further agrees to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from all damages, liabilities or costs, including reasonable attorneys' fees and defense cost arising from the services performed by others (*i.e.*, Architect of Record, engineers) on the Project or from the services provided by the Consultant under this Agreement, except for the sole willful misconduct of the Consultant.
 - 2.5. Client also agrees that Consultant is not responsible for the schedule, time-line, or any related issues associated with the Project.
3. Client's Responsibilities.
- 3.1. In addition to any responsibilities, obligations and duties imposed by law, Client agrees to the following:
 - Client shall be responsible for picking out all items for the Project including, but not limited to, surface of the trail, location of the expansion, and level of skill required to ride the expansion.
 - Client is responsible for obtaining and required permits and any and all permitting related issues of any kind;
 - Client is responsible for contracting with any and all contractors directly and Client is responsible for timely payment of any and all contractors and suppliers retained for the Project; and
 - Client shall be available on the Project site as needed and on a regular basis to answer and respond to questions from any contractors and suppliers that have to be addressed and answered by Client.
4. Term and Termination.
- 4.1. This Agreement is effective on the date shown above and will continue in effect through the completion of the Consulting Services unless earlier terminated as provided herein.

- 4.2. The Parties agree that either Party may terminate this Agreement, without notice or consent, at any time for any breach of any of the terms of this Agreement.
5. Duties and Responsibilities.
 - 5.1. The Parties agree that the Consultant will determine the method, details, and means of performing the Consulting Services to be carried out for Client. The Parties agree that Client has the limited right to inspect the Consultant's work, make suggestions or recommendations as to the details of the Consulting Services, and request modifications to the Consultant's work product or the scope of the Consulting Services. In addition, Client requires the Consultant to observe at all times the security and safety policies of Client. While Client has the inspection rights set forth above, Client acknowledges and agrees that it shall pay the Consultant for all Consulting Services provided under this Agreement even if Client is dissatisfied with the results of the Consulting Services.
 - 5.2. At the request of Client, the Consultant may perform additional services for Client. Any additional services agreed to by the Parties will be set forth in writing which, at a minimum, will set forth the Consulting Services to be performed, the expected duration of such additional services, and the fees for the additional Consulting Services to be performed in accordance therewith.
 6. Compensation.
 - 6.1. Fees. The Consultant shall be paid by Client a minimum fee of \$15,000.00 for the Consulting Services performed by Consultant for the Project. To be paid on an amount of 25% upon the selection of the winning bidder and the remaining 75% upon the open of the Project or completion of the Consultants duties, whichever shall come first.
 - 6.2. Hours: The Client and Consultant agree that for the fees set forth above in Section 6.1, the Consultant will provide up to a maximum of 60 hours of Consultant Services. Once the Consultant has provided 60 hours of services, the Consultant is only required to provide additional services pursuant to Section 6.3.
 - 6.3. Additional Services. If Consultant performs, at Client's request, any services beyond the 60 hours set forth in Section 6.2 above, Client will pay Consultant the Consultant's hourly rate of \$275.00 per hour for all time spent in excess of 60 hours. All time incurred in excess of 60 hours will be billed in hour increments.
 7. Independent Contractor. In performing Consulting Services under this Agreement, Consultant shall be an independent contractor and will not be subject to specific supervision or control by Client. Consultant will under no circumstances be considered an employee, agent or servant of Client, and Client shall have no obligation to withhold federal income taxes or FICA taxes or otherwise. Consultant will be solely responsible for compliance with any tax requirements, including without limitation federal income tax and FICA requirements, relating to compensation received by it under this Agreement or otherwise from Client.
 8. Dispute Resolution
 - 8.1. Notwithstanding any contrary provisions contained herein, Client and Consultant agree that in case any disagreement, differences or controversy shall arise between the Parties with respect to any matter in relation to or arising out of or under this Agreement, whether as to the respective rights and liabilities of Client or the Consultant or otherwise, and the Parties to the controversy cannot mutually agree thereon, then the Parties shall attempt to resolve their differences via mediation as a condition precedent to the institution of legal

proceedings by either Party. A request for mediation shall be filed in writing with the other party to the Agreement. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. The Parties agree to jointly select a mediator and to share the mediator's fees equally and the mediation shall be held in a location agreed upon by the Parties.

8.2. Any claims not resolved by mediation shall be determined by litigation.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to such subject matter.
10. Binding Effect; Assignment; No Third Party Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that neither party shall assign or otherwise transfer this Agreement or any of its or his rights or obligations hereunder without the prior written consent of the other party. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective heirs, legal representatives, successors and permitted assigns, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.
11. Amendment. This Agreement may not be modified or amended in any respect except by an instrument in writing signed by both of the parties hereto.
12. Waiver. Any term or condition of this Agreement may be waived at any time by the party hereto that is entitled to have the benefit thereof, but such waiver shall only be effective if evidenced by a writing signed by such party, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other type of breach on a future occasion. No failure or delay by a party hereto in exercising any right or power hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or power.
13. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, entity, place or circumstance, shall be held by a court or governmental agency of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, entities, places and circumstances shall remain in full force and effect
14. Applicable Law: This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana and shall be construed in accordance with and governed by the laws of the State of Louisiana.
15. Paragraph Headings: The paragraph captions and headings are for convenience of reference only and in no way shall be used to constitute or modify the provisions set forth in this Agreement.

16. Executed copies of this Agreement may be exchanged by facsimile. Counterpart copies of the Agreement signed by the Parties executing this Agreement shall together constitute an original Agreement and be treated as one document

Client: _____

Consultant: Dirt Coaster Academy, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____