

MEMORANDUM OF AGREEMENT

This understanding is made this _____ day of _____ between _____

This section to be completed by the Independent contractor performing services:

Full name: Jason Andrews
Business name: Playground Educational Consulting
Address: P.O. Box 270, East Glacier Park, MT 59434
Phone number: 406 249 9572

Hereafter referred to as the "Independent Contractor."

This section to be completed by the hiring agent:

Full name: _____
Business name: Browning Public Schools
Address: 129 1st Ave. SE, Browning, MT 59417
Phone number: 406-338-2715

Hereafter referred to as the "Hiring Agent."

1. In consideration of payment in the amount of \$ 50.⁰⁰ hr. the Independent Contractor agrees to begin the work on 2-6-19 and complete the below described work on or before 6-30-19

These dates should allow for reasonable delays and should include a clause that allows the Hiring Agent to withhold payment if project completion is delayed for no apparent reason.

2. Description of the project, including services to be performed and location:

Independent contractor will assist the school district in identifying, completing & submitting competitive grant applications to meet their strategic goals.

The description of the work to be performed should be detailed, including specifics on materials such as color, quantity, size, model number, brand name, and product.

3. Payment will be made as follows:

Invoices by independent contractor will be submitted monthly.

The contract price, which is the exact dollar amount the Independent contractor will be owed at the completion of all work, should be listed in the contract. A payment schedule that parallels the amount of work completed, with "retention" (a percentage of each payment or of the total job which the Hiring Agent will retain until the job is completed) should be outlined in the contract.

4. A statement that all required building permits and variances required by your city, state, and county will be obtained by the Independent Contractor (or a statement that the building permits will be handled by the Hiring Agent, general contractor, or homeowner) before work is started.

Independent contractor will obtain Tribal Business License prior to beginning work.

5. Insurance that is required.

N/A MONTANA WORKMAN'S COMPENSATION
EXEMPTION ON FILE AS INDEPENDENT CONTRACTOR

The State of Montana, Department of Labor and Industry, recommends that the Independent Contractor carry a commercial general liability insurance policy (with installation floater and builders risk). Additionally, the Independent Contractor must provide to the Hiring Agent proof of complying with Montana workers' compensation insurance laws.

6. Clean-up of debris, wood, nails, etc.

N/A

A statement of what cleanup and removal of debris and materials will be provided by each party and other instructions regarding pets, children, or material storage areas by all parties.

7. A right to cancel clause and/or failure to complete the project.

THIS AGREEMENT MAY BE CANCELLED AT ANYTIME BY EITHER
BY WRITTEN NOTICE.

Describe under what conditions the Independent Contractor and Hiring Agent can terminate the agreement, indicate the proper amount of notice needed and the penalties either party may incur if the agreement is canceled prior to a notice to terminate is provided.

8. Request references.

N/A

The Independent Contractor should list two or three references. The Department recommends Hiring Agents follow-up with the references to ask about quality, timeliness, cleanliness, etc.

9. A statement of Warranty on the work.

N/A

Please reference 28-2-2201, Montana Codes Annotated, for Residential Construction Contracts - Disclosure and Warranty Requirements to determine if applicable.

10. Equipment, supplies and materials.

Independent Contractor will provide the following:

COMPUTER AND RELATED TECHNOLOGY TO COMPLETE
PROJECT.

Hiring Agent will provide the following:

ACCESS TO INFORMATION (DATA) TO COMPETITIVELY
COMPLETE GRANT PROJECTS

Equipment needs to be identified as to who is supplying what to perform the work or project. The Independent Contractor should be explicit about whether labor and materials are guaranteed and for how long and include the names and addresses of the parties that will honor the warranties.