This contract represents a written agreement between the above listed parties for grant writing services. Grants sought can include, but are not limited to, federal, state, local public and/or private fire department apparatus, equipment, personnel, and/or training-education grants that provide monetary funds for the purchase of fire department apparatus, equipment, personnel, and/or training-education.

The Grant Writer shall be free to devote to their business such portion of their time, energy, effort and skills they see fit without interference from the McLendon Chisholm Volunteer Fire Department. The Grant Writer shall determine the work schedule, except whereas the McLendon Chisholm Volunteer Fire Department requests limited accessibility during its operating hours. In conducting business, the Grant Writer:

(I) Shall not be subjected to control or supervision by the McLendon Chisholm Volunteer Fire Department,
(II) Shall work on an irregular basis,
(III) Shall work at such times as they elect, and
(IV) Shall work at such locations as they elect.

The compensation to the Grant Writer is as follows:

- Grant Writer Retainer Fee: $0.00
- Grant Research Hourly Fee: $0.00
- Grant Submission Fee: $0.00
• **Funded Grant Fee:** Ten percent (10%) of the total grant amount funded to the agency (Example: An award of a grant in the amount of $12,000.00, would lead to the fee being paid to the Grant Writer by the McLendon Chisholm Volunteer Fire Department in the amount of $1,200.00.)

• **Grant Management Fee:** Not Applicable

• Fees owed to the Grant Writer will be paid by check within 30 days of the grant being awarded to the McLendon Chisholm Volunteer Fire Department. Notification of grants awarded to the McLendon Chisholm Volunteer Fire Department as well as billing for services will be provided by the Grant Writer within 10 days of notification of the grant award from the grantor. The Grant Writer is not required to wait for payment for his services until the McLendon Chisholm Volunteer Fire Department makes purchases with grant funds or receives delivery of grant awarded apparatus, equipment, personnel, and/or training-education.

• The McLendon Chisholm Volunteer Fire Department will be responsible for providing the Grant Writer with an annual Internal Revenue Service Form 1099 reflecting earned wages for contracted agents/employees, or a comparable document that can be used for income reporting purposes.

**Additional conditions of this contract include:**

A. **Cancellation of the Agreement** - Each party has the right to terminate the agreement, without cause, at any time, upon 30 days written notice.

B. **Confidentiality** - Consultant will hold completely confidential the data, materials, and information provided by McLendon Chisholm Volunteer Fire Department and will not disclose it or discuss it with other parties without the prior consent of McLendon Chisholm Volunteer Fire Department, unless requested by subpoena or required by law.

C. **Independent Contractor** - It is agreed and understood that the Consultant’s relationship to McLendon Chisholm Volunteer Fire Department is that of an independent contractor. Neither party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture of the other party.

D. **Hold Harmless** – McLendon Chisholm Volunteer Fire Department and Consultant agree that they will indemnify and hold each other harmless from and against any and all losses, claims, damages, liabilities and expenses, joint or several, caused by or arising pursuant to this agreement or in connection with the services rendered hereunder or on account of omissions or misrepresentations contained in the materials prepared.

E. **Governing Law** - This Contract shall be construed in accordance with and governed by Texas Law, and suit, if any, must be brought in the State of Texas.
F. Grant writing - Consultant will write grants for submission on behalf of McLendon Chisholm Volunteer Fire Department in pursuit of funds only with permission of McLendon Chisholm Volunteer Fire Department prior to the pursuit of any funds on their behalf. Consultant will pursue funding at the request of McLendon Chisholm Volunteer Fire Department. McLendon Chisholm Volunteer Fire Department retains the right to accept or reject any funding sources suggested by Consultant. Grant submission information will be conveyed to the McLendon Chisholm Volunteer Fire Department via email.

G. These services do not include the management of the grant once it is awarded. The Grant Writer is not responsible for purchasing of any awarded items from grant funds, nor is the Grant Writer responsible for providing purchase documentation to the grantor.

WE ACCEPT THE CONDITIONS OF THIS CONTRACT

[Signature]

McLendon Chisholm Volunteer Fire Department Representatives