

ADDENDUM

I. LIABILITY AND PUBLIC LIABILITY INSURANCE

- A. Rugg's Pest Management (the Contractor), shall defend, indemnify, and save harmless Russell Township (the Township) and its officers, agents and employees from all claims, demands, payments, suits, actions, recoveries, and judgments of every description, whether or not founded in law, brought or recovered against it, to include reimbursement of any fees or cost incurred by the Township and in the defense of any claims against the Township arising from the services rendered by the Contractor pursuant to the terms of this contract, by reason of any negligent act or omission of said Contractor, his agents or employees, in the execution of this Contract or in consequence of insufficient protection, or for the use of any patented invention or copyrighted material by said Contractor.
- B. The Contractor shall, at its own expense at all times during the performance hereunder, maintain comprehensive general liability insurance insuring the Township against the indemnification obligations undertaken in paragraph A of Section I. The comprehensive general liability insurance policy shall name Russell Township as an additional insured and have a thirty (30) day cancellation clause, and shall in addition to the above protect the Township from claims which may arise out of or result from the Contractor's operations under the contract, whether such operation is by contractor or by any subcontractor, agent or employee and shall have limits of not less than one million dollars (\$1,000,000) for any one incident involving one or more persons, including property insurance in an amount not less than five hundred thousand dollars (\$500,000) and shall be primary with respect to the Contractor's general liability, notwithstanding, any other insurance covering the Township. Said insurance shall be written by an insurance company licensed to carry on business and write policies of casualty in the United States. The Contractor shall submit proof of the required insurance with the Township as a condition precedent to beginning work, pursuant to the contract.

II. WORKER'S COMPENSATION

The Contractor shall at all times during the life of the Contract, subscribe to and comply with the Worker's Compensation laws of the State of Ohio and pay such premiums as may be required thereunder and save the Board of Trustees harmless from any and all liability arising from, out of, or under said act. He shall also furnish at the time of delivery of this Contract and at such times as may be requested, a copy of the official certificate or receipt showing the payment hereinbefore referred to.

III. COMPLIANCE WITH LOCAL LAW

The Contractor shall perform all consulting services in conformance with applicable state, local and federal law and local codes and requirements.

IV. TERMINATION

Township shall have the right to terminate this Contract for any or no reason on 30 days' notice thereof, and in such event Township shall only be liable to pay the reasonable value of the services performed to date of notice of termination.

V. DISPUTES

A. The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this Contract shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.

B. The parties agree that this addendum and the contract to which this addendum is attached are the sole and exclusive agreements of the parties and that any necessary modification be reduced to writing and executed in a like manner.

C. If any covenant or provision of this Agreement, the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or application of such covenant or provision to persons, firms or corporations or to circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby.

VI. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract without the Written consent of the Township.

VII. INTEREST OF MEMBERS, OFFICERS, EMPLOYEES

No member of Congress, no officer or employee of the State of Ohio, County of Geauga, or Township of ~~Bainbridge~~, Ohio shall directly or indirectly receive any benefit or profit from or on account of this Agreement. *Russell* *[Signature]*

No member, officer, or employee of the Township or its designees or agents, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for which work is to be performed under the Agreement.

VIII. DISCRIMINATION

Contractor or any subcontractor in the hiring of employees for the performance of services under this contract or any subcontract shall not by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates.

Contractor or any subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not in any manner, discriminate against, intimidate, or retaliate against any

employee hired for the performance of work under this agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

IX. INDEPENDENT CONTRACTOR

Contractor acknowledges and agrees that he is an independent contractor for all purposes, and not an employee and therefore not entitled to any employment rights, benefits or privileges. Contractor waives any right, title, interest or claim to employer contributions to PERS, workman's compensation, or any other benefit accruing to public employees by virtue of their employment. The parties agree that inasmuch as the Contractor is not an employee but an independent contractor, he cannot be provided the defense and indemnification accorded employees pursuant to R.C. 2744.07.