

CONTRACT SERVICES AGREEMENT

This Contract Services Agreement is made this _____ day of _____, 2025 between Jane Maiolo, an individual ("Maiolo"), and the Village of Holland, Lucas County, Ohio (the "Village").

WHEREAS, Maiolo has experience and qualifications in journalism, coordination and management services; and

WHEREAS, the Village desires to engage Maiolo, and Maiolo desires to accept engagement with the Village, to provide event planning, coordination and management services, especially for the Holland-Springfield Historical Society, and on a project basis as and when needed to the Village on the terms and conditions set forth in this Agreement. While this agreement is between the Village and Maiolo, Springfield Township, under separate agreement with the Village, will share in funding this position and in setting direction for the position.

NOW THEREFORE, the parties agree as follows:

1. Engagement of Maiolo. The Village engages Maiolo to provide event planning, coordination and management services related to the Holland-Springfield Historical Society to and for the benefit of the Village and Springfield Township as more fully described in Paragraph 2, below. Maiolo accepts such engagement for the term of this Agreement with the duties, responsibilities and obligations set forth in this Agreement.

Maiolo diligently shall perform her services and shall use her best efforts to provide the services in an efficient and satisfactory manner. Maiolo agrees that she shall not undertake to provide any services for which she does not have the qualifications, experience, expertise or industry-specific knowledge as necessary and appropriate for the nature and type of services being provided. Maiolo further agrees that she shall not sub-contract with any other person or entity for the provision of the services to be provided under this Agreement without the consent of the Holland Village Administrator (the "Administrator"), which the Administrator may withhold in the Administrator's sole discretion.

Maiolo shall provide the event planning, coordination and management services on a project basis from time to time as and when requested by the Village; provided, however, that Maiolo in her sole discretion can decline to accept specific engagement requests from the Village. Maiolo shall devote such time and effort as reasonably necessary to satisfactorily perform the services to be provided under this Agreement.

The Village acknowledges that Maiolo provides or may provide similar event planning, coordination and management services to other parties, which services are in addition to the services to be provided by Maiolo to the Village under this Agreement. Maiolo agrees that the provision of similar event planning, coordination and management services to other parties shall not conflict or materially interfere with or detract from her services to the Village or Village events. If the Village determines that there is a conflict, material interference with or detracting from

Maiolo's services to the Village or Village events as a result of Maiolo providing similar event planning, coordination and management services, the Village shall provide written notice to Maiolo of the nature of such alleged conflict, interference or detraction. If Maiolo does not cure such alleged conflict, interference or detraction in a manner reasonably acceptable to the Village in its sole discretion within fifteen (15) days following notice thereof, the Village may immediately terminate this Agreement.

Maiolo regularly shall report to the Administrator with respect to the provision of her services under this Agreement, including event scheduling timelines, projected costs and anticipated or proposed sponsorships, vendors, and participants. Event sponsors, vendors and participants must be approved by the Administrator in advance of any payment, contribution or participation by such sponsors, vendors or participants. Maiolo shall consult with the Administrator regarding the amount of vendor or participant registration, participation or booth fees. All sponsor fees and vendor or participant registration, participation or booth fees shall belong to the Village.

2. Services to be Provided by Maiolo. Maiolo agrees to provide such event planning, coordination and management services as reasonably requested or required by the Village for the planning, facilitating and execution of specific Holland-Springfield Historical Society events or activities including, but not limited to, the following:

- (a) Staffing of the Holland-Springfield Museum at times agreed to by the Village;
- (b) Scheduling and planning special events for the Historical Society and Museum, including establishment of short- and long-term timelines for all elements;
- (c) Public and Media Relations, including establishment and execution of a communication plan;
- (f) Committee Management, including organization, volunteer need and identification;
- (g) Community Engagement, including establishing key communicators and relationships with partners;
- (h) Fundraising;

and such other event planning, coordination and management services as reasonably requested by the Village from time to time, consistent with Maiolo's qualifications, experience, expertise and industry-specific knowledge (together, the "Services").

All Services and other duties and responsibilities of Maiolo under this Agreement provided or performed by Maiolo to promote the interests and reputation of the Village, Township and Historical Society. In the performance of Services under this Agreement Maiolo at all times shall hold herself out to third parties as an independent contractor working for the benefit of the Village,

Township and Historical Society to foster the promotion of the Village and Township as the sponsor of the events.

Maiolo shall have no authority to bind the Village or commit their funds, nor shall Maiolo sign any agreement, contract or other writing that purports to obligate the Village. All such agreements, contracts or other writings shall be presented to and approved by the Village Administrator or Village Council, as the case may be and as determined by the Village Administrator.

3. Recordkeeping. Maiolo shall prepare, maintain and provide to the Village complete and accurate records of and for the Services provided by her and for the events and affairs of the Village and Township for which she is engaged. Such records shall include, but not be limited to, the total number of hours spent by Maiolo in the performance of the Services; event sponsor fees and vendor or participant registration, participation or booth fees received, to be reported both by individual sponsors, vendors and participants and in total amounts; event expenses incurred and other costs of the event or activity, to be reported by individual expense and in total; and such other and similar records as may reasonably be requested by the Village from time to time.

4. Payment for Services. As payment for the Services provided by Maiolo, the Village shall pay Maiolo as follows:

(a) Twenty-five Dollars (\$25.00) per hour for hours spent by Maiolo in the provision of the Services, up to a maximum of \$10,000 annually, payable next payment listing upon invoice approval by the Administrator; and

(b) The Village will report these payments to the Internal Revenue Service, and to Maiolo on an IRS Form 1099-NEC. Maiolo shall be responsible for the payment of any federal, state or local income, self-employment or other taxes payable to all taxing authorities, including, but not limited to, the Village.

The payments described in this Paragraph 4 shall be the only payments made by the Village to Maiolo under this Agreement. Maiolo shall be responsible for all costs and expenses paid or incurred by Maiolo in the provision and performance of her Services, and Maiolo shall not be entitled to reimbursement for such costs and expenses from the Village unless agreed by the parties.

5. Independent Contractor Relationship. In the provision of the Services and the performance of this Agreement by Maiolo, it is mutually understood and agreed that Maiolo is and shall be an independent contractor, responsible only for her own acts and omissions. The Village shall neither have nor exercise any control or direction over the manner or methods by which Maiolo performs the Services which are the subject of this Agreement. The sole interest of the Village is to ensure that the Services are performed and rendered in a competent, efficient and satisfactory manner and consistent with Maiolo's experience and qualifications.

Maiolo shall not be entitled to, be eligible for, or have any claim or rights to benefits from the Village for wages or fringe benefits, retirement contributions, workers' compensation, unemployment compensation or like benefits normally afforded employees of the Village.

6. Term and Termination. This Agreement shall be effective as of _____, 2025 and shall continue thereafter until (a) _____, 2027, or (b) terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party, such termination to become effective at the conclusion of the thirty (30) day period, or (c) terminated by the Village in the event of conflict, interference or detraction as set forth in Paragraph 1 hereof.

7. Absence of Conflicts. Maiolo represents and warrants that she is not a party to any other contracts or agreements that preclude, limit or restrict her from entering into this Agreement and providing the Services. Maiolo agrees to indemnify and hold harmless the Village from any and all claims, demands, loss or liability, including attorney fees, as a result of any breach of the representations and warranties set forth in this Paragraph 7. The obligations of this Paragraph 7 shall survive termination of this Agreement.

8. Notices. Any notice, statement or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, addressed as follows:

As to Jane Maiolo:

Jane Maiolo

As to the Village:

Administrator
Holland Village Offices
1245 Clarion Avenue
Holland, Ohio 43528

Any notice address may at any time be changed by delivery of a notice stating the change and setting forth the changed address. If the address for notice is duly changed, notice may be delivered or mailed to the changed address.

9. Additional Terms.

(a) *Amendment/Waiver.* No amendment of or waiver of any obligation under this Agreement will be enforceable unless set forth in writing and signed by each party.

(b) *Waiver of Breach.* Waiver by any party of a breach of any of the terms or provisions of this Agreement by any other party at any time or times shall not be deemed or construed to constitute a waiver of any subsequent breach or breaches of the Agreement at any subsequent time or times.

(c) *Severability.* If any provision of this Agreement or the application of any provision to any person or circumstance shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be

deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

(d) *Assignment.* Maiolo shall not assign any of her rights, interests or obligations under this Agreement without obtaining the prior written consent of the Village.

(e) *Binding Effect.* This Agreement shall be binding upon, and the benefits inure to, the parties and their respective successors and permitted assigns.

(f) *Survival.* Notwithstanding expiration or termination of this Agreement for any reason, this Agreement shall survive for the purpose of enforcing the duties and obligations of the respective parties subsequent to such expiration or termination.

(g) *Applicable Law.* This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Ohio and shall be deemed to have been entered in the State of Ohio.

(h) *Entire Understanding.* This Agreement sets forth the entire agreement and understanding of the parties with respect to the matters set forth herein and supersedes any and all prior agreements, arrangements and understandings among the parties.

(i) *Fair Meaning.* This Agreement shall be construed according to its fair meaning and as if prepared by all the parties.

(j) *Time of the Essence.* Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

(k) *Headings.* The headings used in this Agreement are for convenience of reference only and not intended to define, limit or describe the scope or intent of any provision of this Agreement.

(l) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed or have caused to be signed by their authorized representatives this Contract Services Agreement as of the date first set forth above.

The Village Council of Holland,
Lucas County, Ohio

By: _____
Print Name: Bob Bethel
Title: Administrator

Jane Maiolo