

**VILLAGE OF DENMARK
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (this “**Agreement**”), dated as of _____, 2024 (the “**Effective Date**”), is entered into by and between _____ [SERVICE PROVIDER NAME], a _____ [JURISDICTION OF ORGANIZATION] corporation limited liability company general partnership limited liability partnership sole proprietor unincorporated association other: _____, with offices located at _____ [ADDRESS] (“**Service Provider**”) and the VILLAGE OF DENMARK, WISCONSIN, a Wisconsin municipal corporation, with offices located at 100 North Wall Street, Denmark, Wisconsin 54208 (the “**Village**” and together with the Service Provider, the “**Parties**,” and each a “**Party**”).

RECITALS:

- A. Service Provider has the capability and capacity to provide certain _____ [CATEGORY OF SERVICES] services.

- B. The Village desires to retain Service Provider to provide the said services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services.

1.1 Service Provider shall provide to the Village the services (the “**Services**”) set out in one or more statements of work to be issued by the Village and accepted by Service Provider (each, a “**Statement of Work**”). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed accepted and incorporated into this Agreement only if signed by the Service Provider Contract Manager (as defined in Section 2.1(a) below) and the Village Contract Manager (as defined in Section 3.1 below), appointed pursuant to Section 2.1(a) and Section 3.1, respectively. Service Provider shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in Service Provider's field; and (e) to the satisfaction of the Village.

1.2 For the sake of clarity, nothing in this Agreement shall be construed to prevent the Village from performing for itself or from acquiring from other providers services that are similar to or identical with the Services.

2. Service Provider’s Obligations.

2.1 Appoint representatives to the following positions after obtaining the Village's consent:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Service Provider Contract Manager**").

(b) A sufficient number of employees to perform the Services set out in each Statement of Work, each of whose names, positions, and respective levels of experience and relevant licenses shall be set out in the respective Statement of Work (collectively, with Service Provider Contract Manager, "**Provider Representatives**").

2.2 Make no changes in Provider Representatives except:

(a) With the prior consent of the Village.

(b) At the request of the Village, in which case Service Provider shall use its best efforts to promptly appoint a replacement.

(c) Upon the resignation, termination, death, or disability of the existing Provider Representative.

2.3 Assign only qualified, legally authorized Provider Representatives to provide the Services.

2.4 Comply with all applicable laws and regulations in providing the Services.

2.5 Comply with all Village rules, regulations, and policies of which it has been made aware, in its provision of the Services.

2.6 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services in such form as the Village shall approve. During the Term (as defined in Section 6.1) and for a period of three years thereafter, upon the Village's written request, Service Provider shall allow the Village or the Village's representative to inspect and make copies of such records and interview Provider Representatives in connection with the provision of the Services; provided that the Village provides Service Provider with at least five business days advance written notice of the planned inspection, and any such inspection shall take place during regular business hours.

3. Village's Obligations.

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Village Contract Manager**"), with such designation to remain in force unless and until a successor Village Contract Manager is appointed, in the Village's sole discretion.

3.2 Require that the Village Contract Manager responds promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

4. Fees.

4.1 In consideration of the Services to be performed under this Agreement, the Village shall pay to Service Provider a fee determined in accordance with the fee schedule set out in each Statement of Work. Unless otherwise provided in the Statement of Work, said fee will be payable within 30 days of receipt by the Village of an invoice from Service Provider accompanied by documentation reasonably requested by the Village evidencing all charges. The final invoice, if applicable, shall be submitted to the Village within 60 days after completion of the Services.

4.2 The fees set forth in this Agreement shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by Village under this Agreement, and in no event shall the Village be required to pay any additional amount to Service Provider in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4.3 Payment of an invoice shall not be construed as Village acceptance of unsatisfactory or defective services or improper materials.

5. Intellectual Property.

5.1 Service Provider assigns to the Village, Service Provider's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Service Provider while working for or on behalf of the Village, which relate to, is suggested by, or results from matters set out in any active Statement of Work and depends on the use of Village equipment, supplies, facilities, information, or materials.

5.2 Service Provider shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the Village Contract Manager. Service Provider shall, upon request of the Village, promptly execute a specific assignment of title to the Village and do anything else reasonably necessary to enable the Village to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries. It shall be conclusively presumed that any patent applications relating to Statement of Work, or which relate to tasks assigned to Service Provider by the Village, which Service Provider may file within one year after termination of this Agreement, shall belong to the Village, and Service Provider hereby assigns same to the Village, as having been conceived or reduced to practice during the term of this Agreement.

5.3 All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Service Provider in the course of performing services for the Village, together with any associated copyrights, are works made for hire and the exclusive property of the Village. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable

assignment by Service Provider to the Village of the ownership of and all rights of copyright in, such items, and the Village shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Service Provider shall give the Village or its designees all assistance reasonably required to perfect such rights.

5.4 If for any reason the Village is unable to secure Service Provider's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 5.4, or to enforce such rights, Service Provider hereby designates the Village as Service Provider's attorney-in-fact and agent, solely and exclusively to act for and on Service Provider's behalf to execute and file such documents with the same legal force and effect as if executed by Service Provider and for no other purpose.

6. Term, Termination, and Survival.

6.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of _____ [TERM] unless sooner terminated pursuant to Sections 6.2 and 6.3.

6.2 The Village, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 30 days' prior written notice to Service Provider.

6.3 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) Breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 10 business days or is not dismissed or vacated within 60 days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.4 Upon expiration or termination of this Agreement for any reason, Service Provider shall promptly:

(a) Deliver to the Village all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services for which the Village has paid.

(b) Return to the Village all Village-owned property, equipment, or materials in its possession or control.

(c) Remove any Service Provider-owned property, equipment, or materials located at the Village's locations.

(d) Provide reasonable cooperation and assistance to the Village in transitioning the Services to an alternate service provider.

(e) On a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided.

6.5 The rights and obligations of the Parties set forth in this Section 6 and Section 5, Section 7, Section 8, Section 9, Section 11, Section 13, Section 20, Section 21 and Section 22, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

7. Independent Contractor.

7.1 It is understood and acknowledged that the Services which Service Provider will provide to the Village hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the Village. Service Provider shall control the conditions, time, details, and means by which Service Provider performs the Services. The Village shall have the right to inspect the work of Service Provider as it progresses solely for the purpose of determining whether the work is completed according to the applicable Statement of Work.

7.2 Service Provider has no authority to commit, act for or on behalf of the Village, or to bind the Village to any obligation or liability.

7.3 Service Provider shall not be eligible for and shall not receive any employee benefits from the Village and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Service Provider hereunder.

8. Indemnification. Service Provider shall indemnify, defend, and hold harmless the Village and its officers, trustees, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "**Losses**"), arising out of or resulting from any claim of a third party or the Village arising out of or occurring in connection with Service Provider's negligence,

willful misconduct, or breach of this Agreement. Service Provider shall not enter into any settlement without the Village's or Indemnified Party's prior written consent.

9. Remedies.

9.1 If Service Provider violates any provision of this Agreement, the Village shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive relief against Service Provider prohibiting further actions inconsistent with the Service Provider's obligations under this Agreement.

9.2 In the event Service Provider fails to satisfactorily perform any of the Services on a timely basis, the Village shall have the right, without prejudice to any other rights or remedies it may have under this Agreement or any applicable Statement of Work, to take one or more of the following steps:

(a) Suspend Service Provider's right and obligation to complete its performance of the Services until such time as the Service Provider is able to demonstrate to the Village's reasonable satisfaction that it can satisfactorily meet its obligations under this Agreement;

(b) Itself provide and/or engage a replacement service provider to provide any or all of the delayed or unsatisfactory Services;

(c) Assign one or more of its representatives to supervise and work with the Service Provider to correct and mitigate the effects of the Service Provider's breach;

(d) Withhold payment of any amounts otherwise due to the Service Provider in a sufficient amount to set off against any damages caused to the Village as a consequence of the Service Provider's breach.

9.3 To the extent a Party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful Party shall be liable for all attorneys' fees and costs incurred by the successful party to enforce the provisions of this Agreement.

9.4 All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that the Service Provider's exclusive remedy for the Village's payment breach shall be its right to damages equal to its earned but unpaid fees.

10. Compliance with Law. Service Provider shall at all times comply with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to the operation of its business and to this Agreement and its performance hereunder. Service Provider shall at all times, at its own expense, obtain and maintain in effect all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business relating to the performance of its obligations under this Agreement.

11. Insurance.

11.1 Service Provider will, at its sole expense, procure and maintain the insurance coverages set forth in Exhibit B, having limits no less than the amounts set forth in Exhibit B. Service Provider will, at its sole cost and expense, comply with such requirements during the term of this Agreement.

11.2 For purposes of this Section 11 and Exhibit B, the term “**Village Parties**” means the Village and the Village’s trustees, officers, employees, boards, commissions, authorities, associations, agents, contractors, and mortgagees.

11.3 The coverages set forth in Exhibit B are minimum requirements (“**Minimum Limits**”) and not a determination as to all of the insurance coverages or maximum amount of insurance to be provided by Service Provider. The failure of the Village to demand full compliance by Service Provider with respect to the minimum coverages outlined in this Section 11 will not constitute a waiver by the Village with respect to Service Provider’s obligation to maintain such coverages. Service Provider will purchase such other insurance policies and/or endorsements or increase the policy limits of any policy set forth on Exhibit B if required by the Village. If Service Provider maintains greater limits, the Minimum Limits will not limit the amount of recovery available to the Village Parties and the limits specified as Minimum Limits in this Section 11 are increased to the greater limits maintained by Service Provider.

11.4 Service Provider’s failure to obtain and maintain the required insurance will constitute a material breach of, and default under, this Agreement. If Service Provider fails to remedy such breach within five days after notice from the Village, the Village may, in addition to any other remedy available to the Village, at the Village’s option purchase such insurance at Service Provider’s expense.

12. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

13. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section 13). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.

Notice to the Village:	Village of Denmark
	100 North Wall Street
	P.O. Box 310
	Denmark, WI 54208

Attention: Director of Public Works

Notice to Service Provider: _____

Attention: _____

14. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

16. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Assignment. Service Provider shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Village. Any purported assignment or delegation in violation of this Section 17 shall be null and void. No assignment or delegation shall relieve the Service Provider of any of its obligations hereunder. The Village may at any time assign or transfer any or all of its rights or obligations under this Agreement without Service Provider's prior written consent.

18. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in

any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than United States District Court for the Eastern District of Wisconsin or, if such court does not have subject-matter jurisdiction, the courts of the State of Wisconsin sitting in Brown County, Wisconsin, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in United States District Court for the Eastern District of Wisconsin or, if such court does not have subject-matter jurisdiction, the courts of the State of Wisconsin sitting in Brown County, Wisconsin. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 13, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other similar events beyond the reasonable control of the Impacted Party. Notwithstanding the foregoing, Service Provider's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Service Provider under this Section 24.

The Impacted Party shall give notice within five days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 24,

the other Party may thereafter terminate this Agreement upon 10 days' written notice, subject to the provisions of Section 6.4 and Section 6.5.

25. Electronic Signatures.

25.1 This Agreement may be executed by the manual or electronic signature of a Party, in accordance with the instructions set forth in Section 25.2. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures, to the extent and as provided for under applicable law, including the Wisconsin Uniform Electronic Transactions Act (Wis. Stat. ch. 137).

25.2 The agreement herein to use electronic signatures is limited to, and solely for, the purpose of executing this Agreement, and does not extend to any other past, current, or future dealings of the Parties.

25.3 A Party's signature is only binding when manually or electronically placed directly in the space indicated next to the Party's name in the signature page below.

25.4 A Party's email, text, voicemail, or other electronic communication acknowledging, assenting, or agreeing to the terms of this Agreement, or other favorable response cannot be used to authenticate this Agreement. In particular, the signing of such email, text, or the like will not constitute an electronic signature for purposes of binding the Parties to this Agreement.

26. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

27. Immunity.

27.1 The Village expressly retains all rights and benefits of governmental immunity in accordance with state law. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or as increasing the Village's liability.

27.2 Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Village which would otherwise be barred under the doctrine of sovereign immunity or operation of law.

28. Conflict of Interest.

28.1 Service Provider warrants that it and its agents and employees have no public or private interest and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the Services under this Agreement.

28.2 Service Provider shall not employ or contract with any person currently employed by the Village for any Services included under the provisions of this Agreement.

29. Time of the Essence. Time shall be of the essence in this Agreement.

30. Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SERVICE PROVIDER:

[SERVICE PROVIDER NAME]

By: _____

Name: _____

Title: _____

VILLAGE:

VILLAGE OF DENMARK

By: _____

Name: _____

Title: _____

EXHIBIT A

INITIAL STATEMENT OF WORK

(See attached)

EXHIBIT B
SERVICE PROVIDER'S INSURANCE

The following insurance requirements (“**Insurance Requirements**”) are attached as an Exhibit as part of the Services Agreement. In the event of conflict between an Insurance Requirement and any provision in the Services Agreement, the Insurance Requirements will control. **The Village makes no representation that the Insurance Requirements are sufficient to cover the potential liability of Service Provider under the Services Agreement.**

1. Requirements Applicable to All Insurance. All insurance policies maintained by Service Provider must:

1.1 Be issued by carriers having an AM Insurance Guide “Best’s Rating” of A or better, and a “Best Financial Size Category” of Class X, or better, and authorized to sell insurance in the State of Wisconsin.

1.2 Contain a waiver of, or be endorsed to waive, all rights of subrogation in favor of the Village Parties.

1.3 Be endorsed to provide 30 days’ prior written notice by insurance carrier to the Village for cancellation, nonrenewal, or substantial modification.

2. Deductibles. No deductible or self-insurance retention in excess of \$25,000 will be permitted without the prior written approval of the Village.

3. Requirements Applicable to All Liability Insurance. Service Provider’s liability insurance policies must:

3.1 Be primary to and will seek no contribution from any other insurance (primary, umbrella, contingent, or excess) maintained by the Village Parties, with Village Parties’ insurance being excess, secondary, and noncontributing.

3.2 With respect to all liability policies except worker’s compensation/employer’s liability, be endorsed to include the Village Parties as “additional insureds.”

4. Requirements Applicable to Specific Liability Insurance.

4.1 Service Provider shall carry and maintain commercial general liability insurance meeting at least the following specifications:

(a) Minimum Limits:

(i) \$1,000,000 Each Occurrence.

(ii) \$2,000,000 General Aggregate.

(iii) \$2,000,000 Products and Completed Operations Aggregate.

(iv) \$1,000,000 Personal Injury and Advertising Injury.

(b) Covering bodily injury and property damage, ongoing and completed operations, and advertising liability.

(c) Coverage must include liability assumed by Service Provider under this Agreement, including tort liability of another assumed in a business contract.

(d) Additional insured status in favor of the Village Parties.

(e) Endorsed to provide primary and noncontributing liability coverage.

(f) Endorsed to waive all rights of subrogation in favor of the Village Parties.

4.2 Service Provider shall carry and maintain business auto liability insurance meeting at least the following specifications:

(a) Minimum limits of no less than \$1,000,000 per accident.

(b) To cover damages caused because of bodily injury or property damage caused by accident and resulting from the ownership, maintenance, or use of: (i) any auto, including owned, hired, and non-owned autos, and (ii) any mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.

(c) Additional insured status in favor of the Village Parties.

(d) Endorsed to provide primary and noncontributory liability coverage.

(e) Endorsed to waive all rights of subrogation in favor of the Village Parties.

4.3 Service Provider shall carry and maintain worker's compensation and employer's liability insurance meeting at least the following specifications:

(a) Worker's compensation limits of no less than the statutory limits.

(b) Employer's liability limits of no less than \$1,000,000 for each accident and disease.

(c) The State of Wisconsin must be listed on the information page of the policy.

(d) To cover liability arising out of Service Provider's employment of workers and anyone for whom Service Provider may be liable for worker's compensation claims. Worker's compensation insurance is required and no "alternative" form of insurance is permitted.

(e) Endorsed to waive all rights of subrogation in favor of the Village Parties.

4.4 Service Provider is is not required to maintain excess liability insurance above commercial general liability, business auto liability and employer's liability meeting at least the following specifications:

(a) Minimum limits of \$5,000,000 per accident. The policy limits required herein may be provided by a combination of primary and excess policies.

(b) This insurance will: (i) follow form of underlying coverages, and (ii) be excess over and be no less broad than all coverages and conditions described above, including but not limited to, the required additional insured status, waiver of subrogation, and notice of cancellation.

(c) Such coverage will have the same inception date as the commercial general liability and employer's liability coverages.

(d) Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits.

(e) To include a duty to defend any insured.

4.5 Service Provider is is not required to maintain errors and omissions/professional liability insurance meeting at least the following specifications:

(a) Minimum Limits:

(i) \$1,000,000 Each Occurrence.

(ii) \$2,000,000 General Aggregate.

(b) Covering damages, liabilities, and costs incurred as a result of any negligent act, error, omission, or misstatement committed in rendering of or failure to render professional services, including professional services coverage, regulatory proceedings coverage, employment practices liability and discrimination coverage, subpoena assistance coverage, pre-claim assistance coverage, crisis event coverage, privacy event coverage, and network security breach coverage.

(c) Additional insured status in favor of the Village Parties.

(d) Endorsed to provide primary and noncontributing liability coverage.

(e) Endorsed to waive all rights of subrogation in favor of the Village Parties.

(f) To include a duty to defend any insured and pay defense costs.

5. Other Insurance. Service Provider will obtain and maintain such other insurance against other insurable liabilities or hazards as the Village may from time to time reasonably require.

6. Evidence of Insurance. Service Provider will provide the Village with evidence of insurance prior to performing the Services and thereafter refreshed evidence of continued insurance after expiration of the current policies prior to the expiration of the current policies. Liability insurance must be evidenced by ACCORD Form 25 Certificate of Liability Insurance for liability coverages which must specify:

6.1 The Village as certificate holder at the Village's mailing address.

6.2 Insured's name must match Service Provider's name on this Agreement.

6.3 Insurance companies producing such coverage and the policy number and policy date of each coverage.

6.4 Producer of certificate with correct address and phone number and have the signature of the authorized representative of the producer.

6.5 Additional insured status in favor of the Village Parties on commercial general liability, business auto liability, and when required herein, excess liability and errors and omissions/professional liability.

6.6 Personal injury contractual liability on commercial general liability, and when required herein, excess liability and errors and omissions/professional liability.

6.7 Primary and noncontributory status on commercial general liability, business auto liability, and when required herein, excess liability and errors and omissions/professional liability.

6.8 Waivers of subrogation on all coverages.

6.9 30-day notice of cancellation on all coverages.

6.10 Amount of any deductible or self-insurance retention in excess of \$25,000.