

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, ANKENY COMMUNITY SCHOOL DISTRICT ("District"), an Iowa public school district, intends to contract with Ben Holthaus ("Vendor") to provide Orchestral Music to the District.

THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties enter into this Professional Services Agreement ("Agreement") and agree as follows:

I. SCOPE OF SERVICES

- A. District shall engage Vendor for the term of this Agreement to provide
Three hr. rehearsal on Dec. 9th and three performances on Dec. 11th and 12th

II. RELATIONSHIP OF THE PARTIES

- A. Notwithstanding anything in this Agreement to the contrary, Vendor will be solely and exclusively responsible for providing services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of Vendor.
- B. Neither Vendor, nor any of its personnel, shall be considered an agent and/or an employee of District for any purpose. Vendor does not have any authority to enter into any contract, assume any obligations, and/or make any warranties or representations on behalf of District.
- C. District is not responsible for deducting from payments to Vendor any amounts for taxes, insurance, and/or other similar items relating to Vendor's work with respect to this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes arising out of Vendor's activities in accordance with this Agreement, including but not limited to, any relevant federal and/or state income tax, Social Security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. Vendor shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to Vendor under the terms of this Agreement.

- D. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Vendor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- E. Vendor, its agents, and its employees are not eligible for, and shall not participate in, any employee pension, health, disability and/or other fringe benefit plan of the District.
- F. District shall in no way be responsible for the acts or omissions of Vendor, its employees, and/or agents.

III. ASSIGNMENT

- A. Vendor acknowledges that Vendor's services are unique. Accordingly, Vendor may not assign Vendor's rights and/or delegate Vendor's duties and/or obligations under this Agreement to any third party without express prior written consent of District.

IV. TERM AND TERMINATION

- A. Agreement shall begin on 12/9/21 and shall continue in effect through 12/12/21 unless earlier terminated by either party in accordance with Section IV.B of this Agreement.
- B. This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice. Either party may terminate this Agreement, with cause, immediately. Upon termination, Vendor shall be compensated for all services rendered prior to the date of termination.

V. PAYMENT

- A. District shall pay Vendor a total of \$325.00 to complete the work outlined in the Scope of Services. Said payment shall be paid Dec. 12th, 2021
- B. Vendor shall direct invoices to: Ankeny Community School District, ATTN: Business Office, 306 SW School Street, Ankeny, Iowa 50023.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

Ankeny Community School District

By: _____
Trent Murphy
President, Board of Education
Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023

Date: _____

By: _____

Ben Holthaus

Date: 12-1, 2021