

## **AGREEMENT FOR SERVICES**

This agreement is made on January 1, 2012 between Gilbert Association Management, LLC (GAM), a limited liability company, with a place of business at 5360 Workman Mill Rd., Whittier, CA 90601 and the ICC Los Angeles Basin Chapter (CHAPTER), a nonprofit 501(c)(6) association, with a principal place of business at 5360 Workman Mill Rd., Whittier, CA 90601.

### **ARTICLE 1. TERM OF AGREEMENT**

1.1 The term of this agreement shall commence on January 1, 2012 and will continue in effect until December 31, 2012 or until terminated as provided in this Agreement.

1.2 This agreement shall be renewed automatically for succeeding terms of one (1) year unless either party gives written notice to the other at least ninety (90) days prior to the expiration of any term of its intention not to renew.

### **ARTICLE 2. SERVICES TO BE PERFORMED BY GAM**

2.1 GAM agrees to perform the serve as the headquarters office of the Chapter so that the Chapter can maintain a permanent address. GAM will forward mail to the appropriate CHAPTER party upon receiving the mail.

2.2 GAM will determine the method, details, and means of performing the above-described services.

2.3 GAM enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. GAM agrees that GAM is not and will not become an employee, partner, or principal of CHAPTER while this agreement is in effect. GAM agrees GAM is not entitled to the rights or benefits afforded to being an employee of CHAPTER, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefits.

2.4 GAM may, at GAM's own expense, use any employees or subcontractors as GAM deems necessary to perform the services required of GAM by this agreement. CHAPTER may not control, direct, or supervise GAM's employees or subcontractors in the performance of those services.

### **ARTICLE 3. COMPENSATION**

3.1 CHAPTER agrees to pay GAM for services set forth in Article 2, above, the sum of Six Hundred Dollars per year (\$600/year), payable \$150 per quarter in accordance with paragraph 3.3.

3.2 In addition to the compensation under paragraph 3.1, CHAPTER agrees to pay

all reasonable and necessary reimbursable expenses incurred by GAM on behalf of CHAPTER in connection with the services described in Article 2 of this agreement. The term "expenses" includes but is not limited to postage, travel to attend meetings, and committee expenses (if any).

3.3 GAM shall submit an invoice to CHAPTER on the last day of each quarter for payment of services rendered. The invoice may include reimbursable expenses incurred by GAM in performing this agreement. The invoice shall be due and payable on the 15<sup>th</sup> of the following month.

3.4 Additional services may be requested, agreed upon, and compensated at the rate of \$65/hour.

#### **ARTICLE 4. OBLIGATIONS OF GAM**

4.1 GAM agrees to assign Donald H. Gilbert, CEO of GAM, as the primary contact person in performing the duties for CHAPTER.

4.2 GAM is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by CHAPTER to GAM for services under this agreement.

4.3 GAM agrees to indemnify, defend, and hold CHAPTER free and harmless from any claims, demands, losses, costs, expenses, obligations, liabilities, interest or damages, that CHAPTER may incur as a result of a breach by GAM of any representation or agreement contained in this agreement.

4.4 Neither this agreement nor any duties or obligations under this agreement may be assigned by GAM without the prior written consent of CHAPTER.

#### **ARTICLE 5. OBLIGATIONS OF CHAPTER**

5.1 CHAPTER agrees to designate its president as the primary contact person for GAM.

5.2 CHAPTER agrees to comply with all reasonable requests of GAM necessary to the performance of GAM's duties under this agreement.

5.3 CHAPTER will indemnify and hold GAM free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from, growing out of, or in any way connected with the services rendered to CHAPTER under the terms of this agreement, unless GAM is judged by a court of competent jurisdiction to be guilty of willful misconduct. GAM will not be liable to CHAPTER, or to anyone who may claim any right due to a relationship with CHAPTER, for any acts or omissions in the performance of services under the terms of this agreement or on the part of the employees or agents of GAM unless those acts or omissions are due to willful

misconduct.

5.4 Neither this agreement nor any duties or obligations under this agreement may be assigned by CHAPTER without the prior written consent of GAM.

## ARTICLE 6. - GENERAL PROVISIONS

6.1 Any notice required to be given under this agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as the day of receipt or the fifth day after mailing, whichever occurs first.

6.2 This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by GAM for CHAPTER and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services.

6.3 If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in effect in full force and effect without being impaired or invalidated in any way.

6.4 Any controversy or claim arising out of or relating to this agreement or the breach of the agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court in the State of California.

6.5 If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party might be entitled.

6.6 This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Whittier, California on the day and year first above written.

ICC LOS ANGELES BASIN CHAPTER:

By: \_\_\_\_\_

Truong Huynh, President

GILBERT ASSOCIATION MANAGEMENT, LLC:

By: Donald H. Gilbert  
Donald H. Gilbert, CEO