

MASTER AGREEMENT

Draft: May 22, 2024

Whereas the Town of Halifax (“Town”) has established a program to provide the Services to residents who own property where the services are required but may be unaffordable (“the Program”), and

Whereas Town has donated \$50,000 to DVFiber for the purpose of accomplishing the Program and has obtained DVFiber’s agreement to compensate Contractor for work approved by Town to accomplish the Program up to a total limit of \$50,000, and

Whereas _____ (“Contractor”) wishes to perform the Services in accordance with the structure of the Program as established by the Town,

Now therefore Contractor and Town agree as follows:

1. Parties. Contractor, and Town are each a party and collectively the parties to this Master Agreement.

2. Work Agreements. Contractor and Town will enter into a separate Work Agreement for each property at which work is to be performed. The owner of each property (each a “Customer”) will be a party to the work agreement for that property (each “the Premises”). Each work agreement shall include:

- a. A description the Premises;
- b. Customer’s authorization to access the Premises;
- c. Scope of work to be performed (each individually “the Services”) on the Premises documented on a standardized list (Schedule A);
- d. Customer’s authorization to modify the Premises, e.g., to perform the Services;
- e. Customer’s identification of underground utilities to be avoided, documented on a standardized list (Schedule B) and hand-drawn map;
- f. Customer’s financial responsibility;
- g. Town’s authorization for Contractor to perform the Services at the Property;
- h. Contractor’s responsibility to document completion by obtaining written confirmation from each Customer; and
- i. Town’s authority to confirm completion if any Customer cannot be reached timely or withholds confirmation unreasonably.

2.1 Town agrees to coordinate with Contractor the Services to be provided at multiple Premises such that Contractor’s resources can be utilized with reasonable efficiency.

3. Invoices. Contractor agrees to invoice DVFiber for not more than the Total Estimated Cost of the Services as listed in each Schedule A or any adjusted amount that is noted on that Schedule A and approved by Town before the invoice is submitted less the amount if any that each Customer has agreed to pay in the associated Work Agreement.

3.1 Contractor's invoice will reference and include a copy of each Schedule A and will include a credit for the amount paid by Customer.

3.2 In addition to submitting each invoice inclusive of one or more attached Schedule As, Contractor will submit separately to Town Customers' written verifications of completion.

3.3 Contractor will submit one (1) invoice monthly for all work that is completed and for which Contractor has obtained Customers' or Town's verification of completion during the month preceding the invoice date. The amount of each monthly invoice will be the sum of the Total Estimated Costs in all of the attached Schedule A forms for all of the work agreements that are verified as complete by Customer and/or any other customers during the invoice period.

3.4 Contractor will submit each monthly invoice to Town for review, approval, and transmittal to DVFiber for payment.

3.5 Town will indicate by signature on each Schedule A its verification that the Services have been provided. Town will rely on Customer's verification or Town's verification as obtained by Contractor as the basis for invoice approval.

3.6 Town affirms that DVFiber has agreed to remit to Contractor timely payment of monthly invoices that are submitted by Contractor and approved for payment by Town in accordance with the provisions of this paragraph 4 and associated subparagraphs.

4. Town Representative. Town affirms that the Selectboard has authorized David W. Jones to represent the Selectboard for the purpose of providing a primary point of contact and communication between Town, Contractor, and Customer in connection with the Program. Town may appoint an alternate representative from time to time by notice to Contractor. The ultimate authority for judgments and decisions attributable to Town is Town's Selectboard.

5. Privacy and Confidentiality. Contractor shall not disclose to persons or entities other than Customer and Town the identity or address of any Customer. Contractor may disclose publicly its participation in the Program generally provided that no Customer's name or address and no likeness of any Customer's person or property shall be disclosed to any third party without prior written consent of Customer. In accordance with 1 V.S.A. § 313 (a) 1 (A), 1 V.S.A. § 313 (a) 6, 1 V.S.A. § 313 (a) 7, 1 V.S.A. § 317 (c) (7), 1 V.S.A. § 317 (c) (10), and 1 V.S.A. § 317 (c) (15), Town shall not disclose the identity or address of any Customer to any person or entity other than Contractor and Town's representative to the Program. Town will maintain a confidential record of Customer's name and address and will assign a code identifier to Schedule A such that

disclosure of Schedule A does not result in disclosure of Customer's name or address. Contractor shall attach Schedule As to its invoices and shall not attach other portions of any Work Agreement.

6. Insurance. During the term of this Master Agreement, Contractor shall maintain a policy of Workers Compensation insurance to meet the requirements of the Workers' Compensation laws of Vermont where applicable; a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed or authorized to do business in the State of Vermont, covering use and activity contemplated by this Agreement with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; and motor vehicle insurance meeting the requirements of Vermont law and covering every vehicle and driver involved in providing the Services, in the following amounts: (1) bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident; (2) property damage liability with a limit of \$100,000 each accident. Certificates of Insurance evidencing such insurance coverage shall be provided to Town or Customers upon request.

7. Default. A Default shall occur if (a) a Party materially breaches the terms of this Master Agreement, (b) such breach is not excused by any provision of this Master Agreement, and (c) such breach continues and is not cured or remedied for a period of thirty (30) days following receipt of written notice from the non-breaching Party. If the breach cannot be cured within said thirty (30) days and the breaching Party within that period has commenced its cure, there shall be no Default as long as the Party diligently continues such cure to completion; provided, however, no cure period shall last more than three (3) months absent written agreement by each Party to further extend the cure period. Upon the occurrence of a Default, the non-breaching Party shall have the right to terminate this Master Agreement and/or pursue any other available remedies, including damages, injunctive relief, and costs (including reasonable attorney's fees).

8. Force Majeure. Notwithstanding any other provision of this Master Agreement neither Party shall be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, pandemic, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism (including cyberterrorism), or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event"). A Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance. The deadline by when a Party must perform an obligation shall be postponed by the period of time by which the Party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

9. Indemnification. To the extent permitted by law, each Party, on behalf of itself and its directors, officers, employees, agents, successors, and assigns ("Indemnitor") agrees to

indemnify, defend, protect and hold the other Party and its directors, officers, employees, agents, successors, and assigns ("Indemnified Persons") harmless from and against any claims, suits, actions or damages brought or asserted by a third party of any kind or character (collectively "Claims") and from and against any liability, losses, fines, judgments, costs and expenses (including reasonable attorney, accountant and expert fees) arising out of any claims incurred by any Indemnified Persons (a) because of the death of any person, or any injuries or damage received or sustained by any persons or property, which in whole or in part arise on account of the negligent acts or omissions or willful misconduct of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement, including any material violation by Indemnitor of any law or permit applicable thereto; (b) under the Workers' Compensation law as it relates to any person providing goods or services for or on behalf of the Indemnitor in connection with this Agreement, provided that no such indemnification obligation shall arise with respect to any person who is covered under a policy of workers' compensation insurance maintained by any Indemnified Person; or (c) arising out of, caused by, related to, or based upon, the Indemnitor's breach of its obligations in connection with a contractual or other relationship between such claiming party and the Indemnitor, as it relates to actions pursuant to this Master Agreement or any Work Agreement. An Indemnitor's obligations under this section shall not apply to any Claims to the extent caused by negligent acts or omissions or willful misconduct by a person claiming indemnification.

10. LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED.

11. Term. This Master Agreement shall become effective when executed by Contractor and Town and shall remain effective until payment is made by DVFiber for the amounts approved by Town, except that the Privacy and Confidentiality provisions of paragraph 6 shall remain effective in perpetuity.

12. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Vermont. Should any portion of this agreement be found to be unlawful, the remaining lawful provisions shall remain in effect.

13. Notices. Any notices or other communications contemplated or required under this Master Agreement shall be deemed to be properly given by the sender and received by the addressee if made in writing and (i) mailed by certified or registered mail with a return receipt requested, (ii) delivered by a nationally recognized courier (FedEx or UPS), or (iii) delivered by electronic

mail and receipt of the electronic mail is acknowledged by the recipient personally and not by an automated response. All notices shall be addressed as follows:

To Town:

Town of Halifax Attn: Connectivity Program Administrator <i>Postal mail address:</i> PO Box 127 West Halifax, VT 05358 <i>Physical delivery address:</i> 246 Branch Rd West Halifax, VT 05358	Note: Town's representative may be reached by email at: Email to be included in signed contract
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To Contractor:

To be added to signed contract x x x x x

Acceptance of Master Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written. Below.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AGREEMENT.

Name	Signature	Date
Contractor		
Town of Halifax		