

AGREEMENT FOR CONSULTANT SERVICES
Cosley Zoo Director Search

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made this 15th day of June 2024, by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and Uptrend Custom Solutions, a Florida Limited Liability Company, with its principal place of business at 10265 Devonshire Lake Dr., Tampa, FL 33647 ("Consultant"). Park District and Consultant are hereinafter sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Park District desires the Consultant to perform certain recruitment services for the Park District in connection with the Cosley Zoo's hiring of a new Director for the Cosley Zoo ("Project"), as detailed in the Consultant's proposal and scope of work dated May 1, 2024, attached hereto and incorporated herein as **Exhibit A** ("Consultant's Proposal"); and

WHEREAS, the Park District wishes to retain the Consultant and the Consultant wishes to provide the services to the Park District described hereunder based on the terms and conditions set forth in this Agreement.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Park District and the Consultant agree as follows:

1. Consulting Services. The Park District hereby hires Consultant and Consultant hereby agrees to provide consulting services, upon and subject to the terms and conditions set forth in the Contract Documents ("Services").

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Consultant, the Consultant's Proposal, any addenda issued prior to the execution of this Agreement, and any modifications made in writing and signed by the Parties after the execution of this Agreement (collectively, "Contract Documents"). All the terms, conditions and specifications contained in the Contract Documents are incorporated herein. In the event of any inconsistency, ambiguity, conflict, discrepancy, or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Agreement; and c) Consultant's Proposal, as modified by any duly issued addenda.

3. Deliverables and Term. The Consultant shall provide all deliverables in accordance with Consultant's Proposal. Time is of the essence in this Agreement.

4. Performance of Work. The Consultant agrees to perform faithfully, industriously, and to the best of the Consultant's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry professionals engaged in similar services, all the duties described in the Contract Documents or as otherwise required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Park District. The Consultant shall perform all its duties hereunder according to the Park District's requirements and procedures and in compliance with all applicable federal, state and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Park District shall be the sole judge of whether the Consultant's duties are performed satisfactorily.

5. Payment for Services.

a. The Park District agrees to compensate the Consultant for providing the Services in the total not-to-exceed amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) ("Consultant's Fee") plus out-of-pocket expenses. The Consultant's Fee is based upon, and limited by, the Project Budget included in Consultant's Proposal.

b. The Consultant shall invoice the Park District as follows:

- Initial payment due within 15 days of contract execution: \$7,500
- Second payment due upon scheduling of first set of formal virtual interviews: \$7,500
- Final payment due when the offer has been extended and accepted by the candidate: 10,000

Out-of-pocket expenses, including position postings, behavioral profiles, and travel expenses (based on basic economy flights, hotels, and meals), are submitted monthly and are due within 15 days of invoice. Consultant shall not be entitled to any additional payment for expenses except as provided in Section 7 of this Agreement.

Any late payment penalties shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

c. Prior to final payment to Consultant, the following conditions shall be fulfilled by Consultant:

i. Consultant shall have made, or caused to have been made, all corrections and completion in the Consultant's Services which are required to remedy any defects therein or obtain compliance with this Agreement. Consultant shall, if required by the Park District, deliver a certificate to the Park District certifying such matters as the Park District may reasonably require.

ii. Consultant shall have delivered to the Park District all deliverables required by this Agreement.

7. Additional Services. Except for this Agreement, there shall be no other basis for compensation for services or reimbursement for expenses rendered on behalf of the Project by Consultant ("Additional Services") unless otherwise mutually agreed upon by the Parties. In the event Additional Services are required, Consultant shall notify the Park District regarding the nature and extent of any said Additional Services. For any such Additional Services, the Park District and Consultant shall agree, in writing, on an appropriate fee. Consultant shall not perform any Additional Services unless approved in writing in advance by the Park District.

8. Park District Responsibilities. The Park District agrees to provide all materials and other information necessary to or requested by the Consultant reasonably necessary for the Consultant to complete the delivery of the Services by the Consultant in a timely manner.

9. Designated Representatives. The Park District hereby designates Sue Wahlgren as the Park District's representative ("Park District's Representative") for all matters for the Park District under this Agreement and with respect to the administration of this Agreement. The Park District's Representative shall be available to the Consultant at all reasonable times for consultation with the Consultant. The Consultant shall confirm to the Park District in writing any decision made by the Park District's Representative. The Consultant hereby designates Elizabeth Hennig as the Consultant's Representative ("Consultant's Representative") for all matters for the Consultant under this Agreement and with respect to the Services to be performed by the Consultant for the Park District. The Consultant's Representative shall be available to the Park District at all reasonable times for consultation with the Park District's Representative. The Park District may conclusively rely on the decisions made by the Consultant's Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.

10. Ownership of Instruments of Service. Any and all documents, including but not limited to, any plans, notes, analysis, computer-aided designs (CAD documents) in electronic format, and any other documents prepared by the Consultant in any format in the performance of its Services under this Agreement ("Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the Park District. The Park District retains exclusive property rights including all common law, statutory, federal and other reserved rights in the Instruments of Services, including copyrights.

11. Other Consultants. Park District reserves the right to let other contracts for professional services in connection with the Project. Consultant shall cooperate fully with any other consultants retained by Park District and shall properly coordinate the Services with those services provided by other consultants.

12. Termination. This Agreement may be terminated or suspended by the Park District, in whole or in part, for convenience and without cause upon fifteen (15) days written notice. In the event of such termination, the Consultant will be paid for all approved Services

rendered to the date of termination, and upon such payment, all obligations of the Park District to the Consultant under this Agreement shall cease. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the Park District all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

The Park District shall have the right to terminate this Agreement immediately and without notice upon the Consultant's default of its obligations hereunder or its violation of any federal or state laws, or local regulations or ordinances. Upon termination due to the Consultant's breach of this Agreement, the Consultant shall pay the Park District all reasonable costs incurred by the Park District due to said breach. In the event of such termination, payment to the Consultant of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by the Consultant against the Park District under this Agreement, and acceptance of sums paid by the Consultant shall constitute a waiver of any and all claims that may be asserted by the Consultant against the Park District. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the Park District all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

13. Insurance. The Consultant shall obtain and maintain insurance of the types and in the amounts listed below.

A. Professional Liability Insurance. The Consultant shall maintain professional liability with a limit of not less than \$1,000,000 per claim for each wrongful act arising out of the performance or failure to perform professional services and \$1,000,000 aggregate.

E. General Insurance Provisions

(1) Evidence of Insurance. Prior to beginning the Services, the Consultant shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting the Consultant from entering the project site and commencing the Services until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District. Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. The Consultant shall provide certified copies of

all insurance policies required above within 10 days of the Park Districts' written request for said copies.

(2) Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

(3) Cross-Liability Coverage. If the Consultant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(4) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Consultant may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

14. Indemnification.

a. To the fullest extent permitted by law, Consultant, its officers, directors, employees, volunteers and agents shall defend, indemnify and hold harmless the Park District and its elected and appointed officials, officers, employees, volunteers and agents from and against claims, suits, damages, causes of action, judgment, losses, costs and expenses, including reasonable legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from Consultant's and Consultant's subconsultants performance of the Services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) to the extent caused by any wrongful or negligent act or omission of Consultant, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by the Park District. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Consultant shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of the Consultant's breach of its obligations under, or the Consultant's default of, the provisions of this Agreement.

b. Park District shall defend, indemnify and hold harmless Consultant from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with

any act, omission, wrongful act or negligence of Park District or any of Park District's officials, officers, agents, or employees. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

15. No Liability. The Park District shall not be responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation the Consultant's employees, or for any damage to, destruction, theft or misappropriation of any property, relating to the Consultant's Services and obligations under this Agreement. The Park District shall not be liable for acts or omissions of the Consultant or any of the Consultant's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of the Consultant.

16. No Infringement. The Consultant warrants that all design concepts, including but not limited to graphics, logos, taglines, renderings, and any parts or components thereof (collectively, "Design Concepts") provided to the Park District as a part of the Services will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. The Consultant agrees to indemnify, defend and hold Park District harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Park District in connection with any such infringement claim by any third party. Consultant further warrants that if the Park District is enjoined from using any Design Concepts due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Consultant's option, Consultant shall promptly either: (i) procure for the Park District, at Consultant's expense, the right to continue using the Design Concepts; or (ii) replace or modify the Design Concepts, at Consultant's expense, so that the Design Concepts become non-infringing.

17. Independent Contractor. The relationship between the Consultant and the Park District is that of an independent contractor. The Consultant shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. The Consultant shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Park District. The Consultant is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

18. No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

19. Laws, Permits, Approvals and Licenses. The Consultant shall comply with all applicable codes, laws, ordinances, rules, and regulations of the Park District, the City of

Wheaton, DuPage County, the State of Illinois, and the Federal Government. The Consultant shall, at its sole cost and obligation, be responsible for obtaining all permits and licenses required to perform its duties under this Agreement.

20. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

21. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of either Party to enforce the provisions of this Agreement, or to require performance by the other Party of any of the provisions this Agreement, shall not be construed as a waiver of such provisions or affect the right of that Party to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

22. Non-Assignment. This Agreement is non-assignable in whole or in part by the Consultant, and any assignment shall be void without prior written consent of the Park District.

23. Entire Agreement. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding.

24. Amendment. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.

25. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

26. Notice. All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by email, or deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to Park District: Wheaton Park District
Attn: Executive Director
102 E. Wesley St.
Wheaton, IL 60187
Email: mbenard@wheatonparks.org

If to Consultant: Uptrend Custom Solutions, LLC
Attn: Elizabeth Hennig
10265 Devonshire Lake Dr.
Tampa, FL 33647
Email: elizabeth@uptrendcs.com

27. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

28. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no Park District employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

29. No Collusion. The Consultant represents and certifies that (1) the Consultant is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to the Park District prior to the execution of this Agreement; and (3) this Agreement is made by the Consultant without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Park District for all loss or damage that the Park District may suffer, and this Agreement shall, at the Park District's option, be null and void.

30. Sexual Harassment Policy. The Consultant certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).


31. Non-Discrimination. In all hiring or employment by the Consultant pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Consultant agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

32. No Waiver of Tort Immunity. Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment by Park District of the rights, privileges, defenses and immunities available or afforded to it under the Illinois Local Governmental and Governmental Employee's Tort Immunity Act or under other State statutes affording similar protections.

33. "No-Hire" Obligation. The Park District agrees that it shall not employ, hire or retain, or recommend to others the employment, hiring or retention of, as an employee, agent or independent contractor or otherwise, any person employed by Consultant without prior written consent from Consultant, which may be withheld for any reason or no reason provided, however, that this limitation shall terminate with respect to any such person after he or she has been out of Consultant's employ for one year.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WHEATON PARK DISTRICT




Signature

By: Michael Benard

Title Executive Director

UPTREND CUSTOM SOLUTIONS, LLC



Signature

By: Elizabeth Hennig

Title: Principal Strategist/CEO

EXHIBIT A

Proposal Submitted by Uptrend Custom Solutions, LLC dated May 1, 2024



May 1, 2024

Sue Wahlgren, Director
Cosley Zoo
1356 N. Gary Ave.
Wheaton, IL 60187
Sent to email: swahlgren@wheatonparks.org

Re: Proposal from Uptrend Custom Solutions, LLC (Uptrend) to provide executive recruitment services

Dear Sue,

Thank you for your invitation to submit a proposal to help identify candidates to serve as a new Director for Cosley Zoo as you work toward a targeted retirement date of January 17, 2025.

Uptrend follows a process that includes:

1. Initial Assessment:

- Discussions with 4-5 key stakeholders to confirm the strategic priorities of Cosley Zoo and the desired attributes of a new Director. This may include chairs of boards or other members of the executive committee, members of the leadership team, and the current Director.
- Development of a recruitment timeline
- Identification of the first formal interview team and the final selection team
- Review, and refinement (if necessary), of the job description

2. Recruitment:

- Drafting of a compelling position posting to attract viable applicants
- Selection of agreed upon job boards (e.g., AZA, LinkedIn, Parks Department website, Cosley Zoo website, etc.)
- Placement of the position postings

3. Initial Screening:

- Evaluation of applications to identify potential candidates
- Development of initial, agreed upon, screening questions and assessments (this may include behavioral profiles at an additional fee if desired)
- Scheduling and conducting initial virtual screenings
- Recommendation of candidates for first formal interview with the interview team

4. First Formal Interview

- Development of agreed upon interview questions for interview team to pose to candidates
- Scheduling of first formal interviews, which are recommended to take place virtually
- Discussions with the interview team, to include the narrowing of the pool of candidates for the selection team to meet and interview in person

5. In-Person Formal Interview

- Prep session with selection team to review and discuss insights gained about each candidate
- Scheduling in-person interviews over a 1-week period and assisting on site to facilitate the interview process

6. Selection

- Guided discussion with the selection team to identify potential new Director from candidates interviewed
- Reference checks focused on previous experience validation with up to 4 previous employers
- Assistance with coordinating background and drug screenings with Cosley Zoo service vendors if desired
- Assistance with the formal offer to the selected candidate

7. Close out

- Assistance with a transition timeline and official start date of new Director
- Notification to those not selected for the Director position

Uptrend Team and Roles

Erika Lance, the HR lead for Uptrend, and I interview the key stakeholders to kick off the process together. Erika then guides the recruitment process until the candidate pool is narrowed to those put forward for in-person interviews. Erika and I work together to guide the majority of the in-person portion of the recruitment process, and Erika manages the final screenings and close out procedures.

Erika has been an executive over all aspects of HR for over 25+ years. Most recently she was with KnowBe4, a publicly traded global cyber security company where she developed and implemented the entire hiring process which included all aspects of candidate sourcing, employer branding and onboarding. She has also created hiring training for all levels of hiring managers. She guided the hiring of all C-Level positions, Managing Directors (all global offices) and Board Member positions for this publicly traded company.

Previous to her time with KnowBe4, Erika was with Nationwide Title Clearing. This was a privately held company that worked with the top 10 mortgage banks around the US. In the over fourteen years that worked with entry level to high skilled and technical executives in the industry from a hiring standpoint.

She now focuses on non-profit and small business recruitment for Uptrend.

I built and led the HR function at ZooTampa for nearly 20 years. While in the position of CFO and head of HR, I recruited and filled positions at all levels. Now as a business consultant, I support recruitment and selection of key positions for the clients we serve.

Timing, Pricing and Guarantee

Although we have vast experience, this is a newer service for Uptrend. This is why our fees are lower than others who provide similar services.

Pricing is based on an assumption that the search will take 3- to 6-months.

The fee for this service is \$25,000 and Uptrend bills as outlined:

- Initial payment due within 15 days of contract execution: \$7,500
- Second payment due upon scheduling of first set of formal virtual interviews: \$7,500
- Final payment due when the offer has been extended and accepted by the candidate: 10,000

Out-of-pocket expenses, including position postings, behavioral profiles, and travel expenses (based on basic economy flights, hotels, and meals), are submitted monthly and are due within 15 days of invoice.

Guarantee

If the selected candidate declines the offer or leaves or is discharged for good cause during the first six months of employment, the process can be repeated one time at no additional charge other than standard out-of-pocket expenses. The six-month guarantee period only applies to the first candidate who is selected and accepts the position, and begins at the time the candidate accepts an offer of employment. This guarantee does not apply under these conditions: layoffs, position eliminations, an organizational change that impacts the job expectations, or any other reason beyond the candidate's control. Notification to Uptrend must occur within 7 days after the date of the candidate's termination of employment date.

Sue, as you know, I have a personal commitment to helping you identify a suitable Director for Cosley Zoo so that you can retire with comfort. I look forward to assisting you in this search.

Sincerely,

Elizabeth Hennig

Elizabeth Hennig, Principal Strategist & CEO
Uptrend Custom Solutions
Elizabeth@uptrendcustomsolutions.com
Cell: 813-957-2737

Uptrend and Cosley Zoo Contract Provisions

We ask your agreement with the following provisions:

1. All agreements between Uptrend Custom Solutions, LLC (Uptrend) and Cosley Zoo may be terminated upon 30 days' written notice by either party. It is understood that Uptrend may terminate this agreement upon 10 days' notice if it is not paid as required under this contract. If the agreement is terminated after the first set of applicants is produced, the first two payments plus applicable out-of-pocket expenses are payable. If the project is terminated after presentation of final candidates, 100% of the fees are payable including out-of-pocket expenses.
2. Modifications and/or supplemental agreements may be made by mutual agreement at any time and may be attached and become amendments to the basic contract upon signature by both parties, it being understood that an email with a corresponding accepting email will also satisfy this requirement.
3. Cosley Zoo agrees and hereby does indemnify, defend and hold harmless Uptrend against any actions, claims, including Uptrend damages, costs, time (fees) and expenses, including reasonable attorney fees incurred in defending against any action arising from work undertaken by Uptrend as a result of this retention, including, without limitation, the preparation or release of materials cleared and approved for and on behalf of Cosley Zoo.
4. Uptrend agrees that it shall not employ, hire or retain, or recommend to others the employment, hiring or retention of, as an employee, agent or independent contractor or otherwise, any person employed by Cosley Zoo without prior written consent from Cosley Zoo which may be withheld for any reason or no reason provided, however, that this limitation shall terminate with respect to any such person after he or she has been out of our employ for one year.
5. Payment of service and production invoices is due in full as outlined in the above schedule. Payments due to Uptrend which are delinquent beyond the normal due date as noted on Cosley Zoo invoices will be subject to a 1.5 percent carrying charge monthly.
6. The underlying principle of compensation for services is that Uptrend will be compensated in a manner permitted to cover its costs and earn a reasonable profit for work satisfactorily performed. Accordingly, Uptrend may request an adjustment be made on a mutually agreeable basis at any time should the scope of the task dictate otherwise. If no such adjustment is agreed Uptrend may terminate the contract upon 10 days' notice.

Conclusion

If the terms described here are acceptable, this letter can serve as our agreement between Cosley Zoo and Uptrend. Thank you.

Cosley Zoo

Date