

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made this _____ day of May, 2024 (“Effective Date”), by and between Exeter Township (“Township”) and Daniel Hoch (“Contractor”).

WHEREAS, the Township Manager, under Section 61-6(A) of the Exeter Township Code of Ordinances (“Code”), serves as the chief administrative officer for the Township and is responsible “for the property and efficient administration of the affairs of the Township;” and

WHEREAS, the Township Manager possesses the power to hire employees under Section 61-6(B)(2) of the Code; and

WHEREAS, on March 11, 2024, the Township Board of Supervisors (“Board”) authorized the Township Manager to take any and all actions in furtherance of the sale of the Reading Country Club.

NOW THEREFORE, in consideration of the above and intending to be legally bound hereby, the Township and Contractor hereby agree as follows:

1. **Term.** The term of this Agreement is from the date of signing until December 31, 2024.
2. **Extension Term.** The Term may be extended on a month-to-month basis upon written notice of a Township representative.
3. **Services.** The Contractor agrees to assist the Township in (1) operating the Snack Shack at the Reading Country Club; (2) arranging and coordinating all catering operations and events at the Reading Country Club; and (3) taking and all actions necessary to reopen the restaurant at the Reading Country Club.

7. **Termination.** Either party may terminate this agreement, for any or no reason, upon thirty (30) days' written notice. In the event that the Contractor is subsequently hired as a Township employee, this Agreement shall automatically terminate as of the date of hire.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement.

9. **Choice of Law and Venue.** This Agreement shall be construed and enforced exclusively pursuant to the laws of the Commonwealth of Pennsylvania. The Parties also agree that the venue of any action to enforce the provisions of this Agreement, or any document executed in connection with this Agreement, shall be in Reading, Pennsylvania.

10. **Severability.** If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

EXETER TOWNSHIP:

Witness: _____

By: _____

Name: _____

Title: _____