

General Service Agreement

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this _____ day of _____, 2023

<p style="text-align: center;">Client</p> <p style="text-align: center;">City of Delta Junction</p> <p style="text-align: center;">PO Box 229</p> <p style="text-align: center;">Delta Junction, AK 99737</p> <p style="text-align: center;">(the "Client")</p>
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<p style="text-align: center;">Contractor</p> <p style="text-align: center;">Tenderfoot Gold</p> <p style="text-align: center;">PO Box 428</p> <p style="text-align: center;">Delta Junction, AK 99737</p> <p style="text-align: center;">(the "Contractor")</p>

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - a. Management of the project and its people
 - b. Digging out approximately 280,000 cubic yards of dirt from Cell #2 for stockpile
 - c. Providing Excavator and Rock Truck drivers
 - d. Bringing Cell #2 up to grade
 - e. Duration of project is approximately 3 months from start of contract
2. The Services can also include any other tasks which the Parties may agree on, with additional costs.
3. The Contractor shall provide weekly updates via email on progress of project.

TERM OF AGREEMENT

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client for the Services at the rate of \$175,000 (the "Compensation").
8. The Client will be invoiced 25% at signing of contract, 25% on July 1, 25% on August 1, and 25% on September 1.
9. Invoices submitted by the Contractor to the Client are due upon receipt.
10. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

TRADE SECRETS

11. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique in process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
12. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

13. All intellectual property and related material, including any Trade Secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual

Property”) that is developed or produced under this Agreement, is a “work made for hire” and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

14. The Contract may not use the Intellectual Property for any purpose other than that contract for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

15. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

17. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor’s absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
18. In the event that the Contractor hires a sub-contractor:
 - a. The Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - b. For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

19. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to the provision of the Services in accordance with this Agreement. The Contractor will work autonomously and

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not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

20. Except as otherwise provided in this Agreement, the Client will provide at the Client's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

21. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a.** City of Delta Junction
PO Box 229
Delta Junction, AK 99737
907-895-4656
administrator@deltajunction.us

- b.** Tenderfoot Gold
ATTN: Corey Groppe
PO Box 428
Delta Junction, AK 99737
907-803-8085
tenderfootgold77@gmail.com

or to such other address as either Party may from time to time notify the other, and will be deemed to properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which results from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

INSURANCE

24. Contractor shall maintain Commercial General Liability Insurance including bodily injury and property damage liability coverage. The policy coverage shall in no event be less than \$1,000,000.00 for each occurrence, bodily injury and property damage liability combined. Contractor shall cause Client to be included as an additional named insured on Contractor's general liability insurance policy and shall provide a copy of such endorsement to Client prior to commencement of any services under this Agreement. At all times during the term of this Agreement Contractor shall maintain public liability and property damage insurance with a single combined liability limit of \$1,000,000, and property damage limits of not less than \$200,000, insuring against all liability of Contractor and its authorized representatives arising out of and in connection with Contractor's performance of the Services under this Agreement. All insurance policies shall include provision for not less than thirty (30) days prior written notification to Client of any change to the terms or cancellation of such insurance. Contractor shall also maintain workers' compensation and such other employer insurance as required by law.

LICENSES

25. At all times during the term of this Agreement, Contractor shall maintain all licenses and bonds required by law for Contractor to perform the Services.

ADDITIONAL CLAUSES

26. Contractor will not be held liable for any damages to personal property that is not clearly visible and/or marked prior to the start of the Agreement.

MODIFICATION OF AGREEMENT

27. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

28. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

29. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

30. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

31. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

32. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

33. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

34. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska.

SEVERABILITY

35. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

36. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provision.

Tenderfoot Gold
Corey Groppe 907-803-8085

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on
this _____ day of _____, 2023

Client Signature

Client Printed Name

Contractor Signature

Contractor Printed Name