

## SAMPLE CONTRACT FOR GRANTWRITING SERVICES

I. This Contract Agreement is made this January 22, 2017 between:

Organization Name ("Client"):	<u>Town of Dryden</u>
Contact Name:	<u>Jason Liefer, Town Supervisor</u>
NY State Charity ID#:	<u>n/a</u>
Having its principal place of business at:	
Address:	<u>93 East Main Street</u>
City, State, Zip:	<u>Dryden NY 13053</u>
Phone:	<u>844-8888</u>
Fax:	
Email:	<u><a href="mailto:Supervisor@dryden.ny.us">Supervisor@dryden.ny.us</a>; <a href="mailto:jliefer@gmail.com">jliefer@gmail.com</a></u>

And **Murphy Grant Consulting** ("Contractor") having its principal place of business at:

ADDRESS: 116 Eastern Heights Drive, Ithaca NY 14850  
Phone: 607.351.8643  
Email: [Stacey@murphygrantconsulting.com](mailto:Stacey@murphygrantconsulting.com)

NYS PFR/FRC ID#: 43-29-74

- II. *Scope of Services:* Contractor agrees to provide the following services for Client:  
Assistance with grant related activities as outlined below:
- Work with Town representatives to prepare Request for Proposals for bidders to supply housing conditions study as per CDBG grant;
  - Prepare materials and facilitate Town's grant startup activities, such as ERR paperwork and public hearing;
  - Attend meetings in person and/or by telephone necessary to facilitate communication with staff and/or accomplish the required work.
- III. *Compensation:* The Client agrees to compensate Contractor at the rate of \$90.00/hour, not to exceed \$1,800. Payment is due upon submission of monthly invoice. Billable hours will include all activities mentioned in Section II, as well as telephone consultations and information exchanges via phone and email, and travel time to/from meetings if necessary. Amount shall be paid to Contractor within 30 days of receipt of invoice. A late fee of 1.5% per month will be assessed for any payment not received within 35 days of the submission of an invoice. Contractor shall be responsible for providing all simple office supplies and equipment for the purposes of fulfilling the terms of this agreement. Contractor may terminate contract for non-payment of invoices more than 30 days past due; see section VIII.
- IV. *Independent Contractor:* Contractor acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture. Contractor is responsible for the payment of all federal, state and local income taxes.
- V. *Confidentiality:* Both parties agree to adhere to strict confidentiality practices and to provide each other with their best efforts in the fulfillment of this contract.

- VI. *Guarantees:* Contractor shall use all resources at Contractor's disposal to perform duties as assigned and agreed to by both parties and shall submit same in good faith. However, no guarantee of receipt of funding by the Client is implied or promised by Contractor. Payment is due even if Client does not submit proposal or receive a grant. In addition, Contractor and Client recognize that performance of tasks in Section II necessitates communication and information exchange between the parties and with funders, and that delay in completing the tasks may occur if there are delays with information exchange. Client also recognizes that if grants are received, Client is responsible for any acknowledgments and reports to funders.
- VII. *Term of contract:* This agreement shall constitute the entire agreement between the parties and shall remain in effect between January 22, 2018 and May 1, 2018.
- VIII. *Cancellation:* It is understood by the parties that the Client, if a charity, has the right under New York State law to cancel this contract and that the charity is not required to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing or any subsequent agreement between the parties. Therefore, the charity may cancel this contract without cost, penalty or liability if the charity notifies the Contractor in writing as provided below.

Client, if a charity, may cancel this contract at any time up to and including the fifteenth day after the contract was filed by the Contractor with the Attorney General's Charities Bureau.

To cancel this contract the charity must give written notice of cancellation to the Contractor. This notice may be in the form of a letter or stating that the Client does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to the Contractor. If mailed, it must be sent to the Contractor at the address in Section 1. Client must also mail a copy of the notice of cancellation to: NY State Dept. of Law, Office of the Attorney General, Charities Bureau, The Capitol, Albany NY 12224. If notice of cancellation is hand delivered, the cancellation is effective as soon as it is delivered to the Contractor. If mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage paid, in a mailbox.

Contractor may cancel this contract due to Client inactivity or failure to maintain contact with Contractor and deliver information or documents needed to perform services discussed in a timely manner; or for nonpayment of billed services. Contractor may notify Client of cancellation in writing via letter stating Contractor does not intend to be bound by the contract and hand delivered or mailed to the Client.

**Stacey Murphy, Murphy Grant Consulting**

**Town of Dryden**

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Name: Stacey Murphy  
Title: Executive Officer  
Date: 3/29/2017

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Name: Jason Leifer  
Title: Town Supervisor  
Date: