

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into this 23rd day of June, 1994 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Charles Crane, an individual, (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor presently rents from City an apartment located at 168 Eureka Street in the City of Redlands; and

WHEREAS, City incurs certain maintenance obligations and repair costs for the properties which it owns located at 168 and 172 Eureka Street; and

WHEREAS, Contractor has represented to City that he has special knowledge and expertise in performing maintenance and minor repairs on residential buildings; and

WHEREAS, Contractor and City desire to enter into an arrangement whereby Contractor shall perform routine maintenance and repair items for City-owned properties located at 168 and 172 Eureka Street in exchange for a reduction in the rent that Contractor presently pays to the City;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Charles Crane hereby agree as follows:

Agreement

Section 1. Services. City hereby retains Contractor to perform maintenance and minor repairs at 168 and 172 Eureka street as City may from time to time request in an amount not to exceed ten (10) hours per week. Contractor will determine the method, details and means of performing the above-described services. Contractor further agrees to perform such services to the best of his ability and in an efficient, safe and competent manner.

Section 2. Reduction in Rent. In exchange for Contractor's services hereunder, City shall reduce the rent paid by Contractor for Apartment 7 at 168 Eureka Street by \$100.00 per month.

Section 3. Independent Contractor. It is the express intention of the parties hereto that Contractor is an independent contractor and not an employee or agent of City. Nothing in this Agreement shall be interpreted or construed as creating or

establishing a relationship of employer and employee between Contractor and City. Both parties acknowledge that Contractor is not an employee for State tax, Federal tax or any other purpose.

Section 4. Business License. City will issue a no-cost business license to Contractor in consideration for entering into this Agreement.

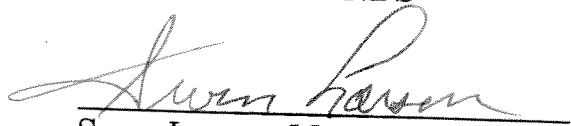
Section 5. Termination. Either party has the right to terminate this Agreement, with or without cause, upon ten (10) days prior written notice.

Section 6. Indemnity. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents harmless from and against any and all liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorney's fees and other legal expenses, arising directly or indirectly from any act or omission of Contractor in performing his services hereunder.

Section 7. Entire Agreement/Modification. This Agreement represents the entire Agreement of the parties hereto as to the matters contained herein. Any modification of this Agreement will be effective only if it is in writing and signed by the parties hereto.

Section 8. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

CITY OF REDLANDS


Swen Larson, Mayor

CHARLES CRANE, an Individual


Charles Crane

Attest:


Date July 5, 1994 City Clerk

Date June 23, 1994