INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("**Agreement**") is made and entered into as of the date of last signature below ("**Effective Date**"), by and between Austin Parks Foundation ("**Organization**"), and

Full Name Address ("Contractor")

Organization and Contractor are referred to in this Agreement collectively as "**Parties**" or individually as a "**Party**."

Section 1. <u>ENGAGEMENT.</u>

Organization has engaged Contractor to provide certain services (the **"Services"**) pursuant to individual Statements of Work (each an **"SOW**") substantially in the form attached to this Agreement as **Exhibit A**. Contractor will not provide any Services to Organization except pursuant to an SOW and this Agreement.

Section 2. INDEPENDENT CONTRACTOR.

2.1 <u>**Relationship**</u>. The Parties intend the relationship between them be one of independent contractor-client and not employee-employer. Contractor will neither be nor be deemed to be the employee, agent, joint venturer or servant of Organization.

2.2 <u>No Supervision</u>. Organization will have no power or authority to direct, supervise, or control Contractor with respect to the means, manner, or method of performance of the Services under this Agreement. Rather, Contractor, in the exercise of Contractor's independent judgment, will select the means, manner, and method of performance and shall be responsible only for the results to be obtained, which results must meet with the approval of Organization or its designated representative.

2.3 No Coverage or Benefits. Contractor understands and agrees Organization will not provide Contractor any social security, unemployment compensation, disability insurance, workers' compensation or similar coverage, or any other statutory benefit. It is Contractor's sole responsibility to provide workers' compensation coverage for Contractor or otherwise to be without such coverage. Contractor also acknowledges and agrees that Contractor will not be eligible to or entitled to participate in any of Organization's benefit plans, programs, or arrangements contributed to or sponsored by the Organization or any affiliated entity for the benefit of the Organization's employees, including, but not limited to, any pension or retirement plan, profit sharing plan, welfare benefit plan, tax-sheltered annuity plan, discount stock purchase plan, medical, dental, or vision plan, personnel policy, bonus plan or arrangement, incentive award plan or arrangement, vacation policy, severance pay plan, policy, or agreement, deferred compensation agreement or arrangement, executive compensation or supplemental income arrangement, employment agreement, and other employee benefit plan, agreement, arrangement, program, practice, or understanding. Likewise, the Parties agree Organization will not be responsible for providing Contractor with any health or major medical insurance or broad form liability insurance, and Contractor shall not be entitled or eligible to receive same from Organization.

Section 3. <u>SERVICES.</u>

3.1 <u>Manner of Performance</u>. This Agreement will control and govern the Services performed by Contractor and will define the rights and obligations of Organization and Contractor during the term hereof. Contractor will furnish such Services diligently and professionally, and in a manner consistent with the good public image of Organization.

3.2 Evaluation and Acceptance. For any of Contractor's Services which are specified in a SOW as deliverables to Organization, Organization will have the right to evaluate each deliverable for a reasonable period of time after receipt, and for any deliverable or portion thereof that is reasonably found not to be acceptable, Organization will provide Contractor with the details necessary for correction of such deliverable, and Contractor will promptly perform the necessary modifications and resubmit the updated portions to Organization for acceptance. This process may be repeated until Organization accepts the deliverable. There will be no additional charge for such correction unless otherwise mutually agreed in writing.

3.3 <u>**Reports**</u>. Contractor agrees to provide such reports and information regarding its Services, orally and/or in writing, as Organization may request from time to time.

Section 4. PAYMENT AND TAXES.

4.1 <u>Fee</u>. Contractor shall provide Organization with a report describing the Services rendered by Contractor for Organization in the preceding month. Following receipt of such report, Organization will process payment to Contract via check or ACH within 30 days. This Agreement does not obligate Organization to request Contractor to render Services during any given month.

4.2 Expenses. Contractor will not be reimbursed for expenses incurred during the term of this Agreement, unless such expenses are reasonable and approved in advance in writing or email by Organization's Chief Financial Officer, in which case Organization will reimburse such expenses no later than 30 days after Organization's receipt of Contractor's invoice for same, supported by adequate documentation of such expenses.

4.3 <u>**Taxes**</u>. Contractor is responsible for all tax consequences that may arise for Contractor as a result of this Agreement. Contractor further agrees to pay all taxes and fees owed by Contractor as a result of, in connection with, or incident to the performance of this Agreement, as well as unemployment compensation insurance, social security, or any other taxes that may apply to Contractor, its agents, employees, and representatives. Contractor agrees that Contractor is responsible for payment of all income taxes, including estimated quarterly payments.

Section 5. <u>WARRANTIES.</u>

5.1 <u>Services</u>. Contractor warrants that all Services performed under this Agreement will be performed in a careful, efficient, and workmanlike manner, and will conform to any applicable requirements and specifications and to the commercial standards applicable in the field of Contractor's work.

Section 6. <u>CONTRACTOR COVENANTS.</u>

6.1 <u>No Subcontractors</u>. Contractor may not subcontract any portion of the Services to any other person, including any agent or subcontractor of Contractor, without the express written permission of Organization. Any such permitted subcontractor will be retained only pursuant to terms and conditions identical to this Agreement and any applicable SOW in all material respects, and Contractor will be fully liable for any breach of such agreement and for the performance of each such permitted subcontractor.

6.2 <u>Compliance with Laws</u>. Contractor agrees to comply with all foreign, federal, state, and local laws, ordinances, rules and regulations, which are now or may become applicable to the Services covered by this Agreement, and to secure any and all necessary permits, licenses and other authorizations which are legally required in order for Contractor to perform the Services. If any of the terms hereof are in conflict with any such law, ordinance, rule or regulation, the terms of the Agreement so in conflict will be null and void, but all remaining provisions will remain in full force and effect.

6.3 <u>No Use of Trademarks</u>. Contractor will not use the name, trademarks, or trade names of Organization without Organization's prior approval.

6.4 <u>Publicity</u>. Contractor will not issue any press releases or similar publicity regarding its business relationship with Organization without having first obtained Organization's written consent. Contractor expressly authorizes Organization to use Contractor's name and a description of Contractor's qualification in press release, advertisements, or other similar publicity produced by Organization.

6.5 <u>No Solicitation</u>. Contractor understands Organization has a substantial investment in training its employees; accordingly, Contractor agrees that Contractor will not, during the term of this Agreement and for a period of six months after the termination of this Agreement for any reason, solicit, or encourage any other entity to solicit, for employment or other service engagement any employee of Organization with whom Contract had contact or about whom Contract obtained Confidential Information (as defined in Section 7) in either case in connection with the provision of Services.

6.6 <u>No Conflict of Interest</u>. During the term of this Agreement, Contractor is free to contract for similar services to be performed for others, except as provided in section 7 below. Provided, however, that Contractor will not accept work, enter into a contract, or accept an obligation during the term of this Agreement that is inconsistent or incompatible with Contractor's obligations, or the scope of Services rendered for Organization, under this Agreement, or which interferes with Organization's business. To ensure compliance with this proviso, Contractor will not accept work, enter into a contract, or accept an obligation during the term of this Agreement without first notifying Organization of same in writing. Contractor warrants that there is no other contract or duty on Contractor's part which conflicts with or is inconsistent with this Agreement.

6.7 <u>**Respect for Proprietary Information**</u>. Contractor will not use or disclose any confidential or proprietary information or trade secrets, if any, of any former client or employer of Contractor or any other person to whom Contractor has an obligation of confidentiality. Contractor will not bring onto the premises or property of Organization any confidential or proprietary information or trade secrets, any unpublished documents or any other property belonging to any former client or employer of Contractor or any other person to whom Contractor rate secrets any other person to whom Contractor has an obligation of confidentiality, unless consented to in writing by such former client, employer,

or other person. Contractor expressly covenants that, at the time of execution of this Agreement, Contractor has not used or disclosed any confidential or proprietary information or trade secrets of any other person.

Section 7. CONFIDENTIAL INFORMATION

Provision of Confidential Information. In connection with this 7.1 Agreement, Organization will provide Contractor with Confidential Information (as defined below) of its selection and associate Contractor with its goodwill. Contractor acknowledges and agrees Organization has invested significant time, money, and expertise developing: (a) Confidential Information regarding, among other things, its business, employees, independent contractors, customers, prospective customers, vendors, and their respective preferences, capabilities, and needs; and (b) goodwill and relationships with its customers, employees, vendors, and independent contractors. Contractor understands and agrees that Confidential Information may or may not be marked "confidential" and that the provisions of this Agreement shall apply to all Confidential Information whether or not it is marked "confidential." If Contractor has doubts about whether particular information is Confidential Information, Contractor will promptly consult Organization's Chief Executive Officer for guidance in advance. Organization and Contractor each hereby acknowledge that the requirements of Sections 7.2 (a) and (b) shall not apply with regard to any information that is currently or becomes: (x) required to be disclosed pursuant to applicable law or regulation (but in each case only to the extent of such requirement); (y) publicly known or available in the absence of any improper or unlawful action on the part of Contractor; or (z) known or available to Contractor other than through or on behalf of Organization.

7.2 <u>Protection of Confidential Information</u>. To protect the Confidential Information and Organization's goodwill, Contractor agrees as follows:

(a) Contractor will not use, publish, misappropriate, disclose, or store on any online service or account, including but not limited to any cloud-based storage, any Confidential Information, except as required in the performance of Contractor's duties for Organization or as specifically authorized in writing by Organization.

(b) Upon demand or when the term of this Agreement ends, whichever comes first, During the term of this Agreement and for the one-year period immediately following the end of this Agreement's term for any or no reason, Contractor will promptly deliver to a designated Organization representative all originals and copies (including electronic copies) of all materials, documents, and property of Organization which are in Contractor's possession or control. Contractor will not retain any copy or derivation of Confidential Information following the termination of this Agreement for any reason. Contractor agrees to sign and hand-deliver to Organization the "Certification" attached hereto as Exhibit B on the last day of the term of this Agreement or upon request.

7.3 <u>Confidential Information Definition</u>. "Confidential Information" means any non-public information or material that is valuable to Organization and that has not been made generally available to the public, as well as any and all confidential information, proprietary information, and trade secrets, whether such information or material belongs to Organization or a customer, vendor, or other person who has entrusted such information to Organization with an expectation of confidentiality. Confidential Information also includes compilations of information that are valuable to Organization and not made public, even if selections or subsets of the information are made public. By way of illustration, Confidential Information includes, but is not limited to, the following: Technical information that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, source code, object code, program libraries, language compilers, interpreters, translators, design and evaluation tools and application programs); and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions and similar items;

(a) Business information, such as but not limited to: actual and anticipated relationships between Organization and other companies; financial information (including sales levels, pricing, profit levels and other non-public financial data); procurement processes, strategies or information; information relating to customer or vendor relationships (including performance requirements, development and delivery schedules, device and/or product pricing and/or quantities), customer lists and contact information, customer needs and preferences, proposals to customers, customer contracts, financial information, credit information; and similar items;

(b) Personnel information of Organization, such as but not limited to: information relating to employees of Organization (including information related to staffing, performance, skills, qualifications, training, abilities and compensation); key talent information; organizational human resource planning information; and similar items;

(c) Information relating to future plans of Organization, its customers or other third parties, such as but not limited to: marketing strategies; new product research; pending projects and proposals; proprietary production processes; research and development strategies; potential acquisitions and mergers; and similar items; and

(d) All "trade secrets" within the meaning of the Uniform Trade Secrets Act. Contractor hereby waives any requirement that Organization submit proof of the economic value of any trade secret or post a bond or other security to enforce its rights under applicable law.

Section 8. <u>TERM AND TERMINATION.</u>

8.1 <u>Term</u>. This Agreement is effective as of the Effective Date set forth above and will continue for twelve (12) months or until earlier terminated by either Party as set forth below.

8.2 <u>Termination Upon Notice</u>. Either Party may terminate this Agreement with or without cause at any time upon fourteen (14) calendar days of notice.

8.3 <u>Survival</u>. The definitions contained in this Agreement and the rights and obligations contained in Section 2 ("Independent Contractor"), Section 5 ("Warranties"), Section 6 ("Contractor Covenants"), Section 7 ("Confidential Information & Related Covenants") Subsection 8.3 ("Survival"), Section 9 ("Indemnity"), Section 10 ("Intellectual Property") and Section 11 ("General") will survive any termination or expiration of this Agreement.

Section 9. <u>INDEMNITY.</u>

Contractor will, for itself and its assigns, indemnify, defend and hold Organization, and its officers, directors, employees, and agents, harmless from and against all demands, claims actions, judgments, losses, costs, damages or expenses, including reasonable attorneys' fees and related expenses, which in any manner are caused by, arise from, or are incident to the

Services performed under this Agreement, including, but not limited to: (a) claims based on patent, copyright, trademark, trade secret, or other intellectual property rights; (b) contractual claims, including any and all loss or liability incurred by reason of the alleged breach by Contractor of any agreement with any third party; (c) labor or employment law claims by Contractor or Contractor's employees, agents or subcontractors; (d) claims by Contractor or Contractor's employees, agents or subcontractors alleging a basis for participation in any of Organization's employee benefit plans, programs, or arrangements; (e) failure to collect, withhold, or pay any and all federal or state taxes required to be withheld or paid by employers of employees, including any and all income tax, social security tax, Medicare tax, and unemployment tax; (f) failure to meet other governmental obligations, such as, but not limited to, obligations under the laws pertaining to social security, unemployment insurance, worker's compensation, income tax and other reports, deductions, and withholdings required by state and federal law; (g) acts, errors, omissions, or negligence of Contractor; and (h) injury or death to persons and damage to property ("Indemnified Claim(s)"), provided that: (y) Organization promptly notifies Contractor in writing of the Claim, and (z) Organization provides Contractor all information and cooperation reasonably necessary for the defense of the Indemnified Claim, all at Contractor's expense. Organization may participate in the defense of any Indemnified Claim at its own expense using counsel of its choosing, and Contractor will not settle any Indemnified Claim without the written consent of Organization, unless such settlement involves only the payment of money.

Section 10. INTELLECTUAL PROPERTY.

10.1 <u>**Ownership**</u>. Organization will own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other rights of any sort throughout the world) relating to any and all inventions, works of authorship, developments, concepts, improvements, designs, trademarks or trade secrets, discoveries, know-how, ideas and information, whether or not patentable or registrable under copyright or trademark laws, conceived or made, in whole or in part, by Contractor alone or with others which are (a) developed incident to performance of the Services or this Agreement or with the use of Organization's tangible or intangible property, or (b) based on or derived from or related to any work performed by Contractor for Organization (collectively, "<u>Organization Inventions</u>"), and Contractor will promptly disclose all Organization Inventions to Organization. Contractor understands and agrees that the decision whether or not to commercialize or market any Organization Invention is within Organization's sole discretion and for Organization's sole benefit and that no royalty will be due to Contractor as a result of Organization's efforts to commercialize or market any such Organization Invention.

10.2 <u>Prior Inventions</u>. If Contractor claims ownership of any intellectual property created before beginning the Services for Organization which is applicable to or relates in any way to Organization's business, products, services, or anticipated research and development or business ("Prior Inventions"), Contractor has attached a complete listing as <u>Exhibit C</u> to this Agreement. If no such list is attached, Contractor represents that there are no Prior Inventions. Contractor agrees to not incorporate, or permit to be incorporated, any Prior Invention into a Organization product, process or service without Organization, Contractor incorporates into a Organization product, process or service a Prior Invention, Contractor hereby grants to Organization a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Prior Invention as part of or in connection with such product, process or service, and to practice any method related thereto.

10.3 Assignment and License. Contractor hereby agrees to hold in trust for the sole right and benefit of Organization, and to assign and does hereby assign to Organization or Organization's designee, Contractor's entire right, title, and interest in and to, each of Organization Inventions. All works of authorship and associated copyrights will be deemed to be "works made for hire" within the meaning of the United States Copyright Act. To the extent any right, title and interest in and to Organization Inventions cannot be assigned, Contractor hereby agrees to grant, and does hereby grant, to Organization an exclusive, perpetual, royalty-free, payment free, transferable, irrevocable, worldwide license to use and otherwise commercialize such rights, title and interest. Contractor agrees to perform, during and after the term of this Agreement, all acts deemed necessary or desirable by Organization to permit and assist Organization, at Organization's expense, in obtaining and enforcing the full benefits, enjoyment, rights, title, and interests throughout the world in Confidential Information and Organization Inventions, including, but not limited to, the disclosure to Organization of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that Organization deems necessary in order to apply for and obtain such rights and in order to assign and convey to Organization, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Organization Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Contractor further agrees that the obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instrument or papers shall continue after the termination of this Agreement. If Organization is unable because of Contractor's mental or physical incapacity or for any other reason to secure Contractor's signature to apply for or to pursue any application for any United States or foreign patents or copyright or trademark registrations covering any Organization Inventions, then Contractor hereby irrevocably designates and appoints Organization and its duly authorized officers and agents as Contractor's agent and attorney in fact, to act for and in Contractor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright or trademark registrations thereon with the same legal force and effect as if executed by Contractor.

10.4 <u>Author Designation</u>. Organization is not required to designate Contractor as author of any Organization Invention when such Organization Invention is distributed publicly or otherwise. Contractor waives and releases, to the extent permitted by law, all of Contractor's rights to such designation and any rights concerning future modification of such Organization Inventions.

10.5 <u>**Records**</u>. Contractor agrees to keep and maintain adequate, current, accurate, and authentic written records of all Organization Inventions made by Contractor (solely or jointly with others) during the term of this Agreement. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by Organization. The records are and will be available to and remain the sole property of Organization at all times.

10.6 <u>Contractor's Obligations</u>. Contractor's obligations shall be binding on Contractor's assigns, executors, administrators and other legal representatives.

Section 11. GENERAL.

11.1 <u>Successors and Assigns</u>. Contractor may not subcontract, assign or otherwise delegate Contractor's obligations under this Agreement without Organization's prior

written consent. Subject to the foregoing, this Agreement will operate for the benefit of Organization's successors and assigns, and will be binding on Contractor's permitted assignees.

11.2 <u>Notices</u>. Any notice required or permitted by this Agreement will be in writing and will be delivered to the Party's then current physical or email addresses or to such other address as either Party may specify in writing, with notice deemed given: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by email or facsimile transmission, upon acknowledgment of receipt of electronic transmission; (d) by certified or registered mail, return receipt requested, upon verification of receipt; or (e) by any other means, upon the Party receiving actual notice.

11.3 <u>Governing Law and Jurisdiction</u>. This Agreement will be governed by and interpreted under the laws of the State of Texas, without regard to conflicts of laws analysis. Both parties consent to the jurisdiction of the federal and state courts located in Travis County, Texas. If a suit, action or proceeding under or regarding the subject matter of this Agreement ("Action") is brought, the exclusive venue for such action shall be in the federal and state courts in Travis County, Texas, and the party bringing such Action will bring such Action in the federal and state courts located in Travis County, Texas, unless a different Texas venue is mandated by applicable law, and (a) any counterclaims will be brought in such courts, (b) each party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such Action in Travis County, Texas, and (c) each party further irrevocably waives any claim that Travis County, Texas, is not a convenient forum for any such Action. Notwithstanding the foregoing, in actions seeking to enforce any order or any judgment of such federal or state courts located in Travis County, Texas, such personal jurisdiction and venue will be nonexclusive.

11.4 <u>Severability</u>. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

11.5 <u>Jury Waiver</u>. ORGANIZATION AND CONTRACTOR WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN ORGANIZATION AND CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY ACTION OR PROCEEDING ARISING OUT OF, UNDER, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER OF ANY OF ITS PROVISIONS. CONTRACTOR AND ORGANIZATION UNDERSTAND THAT ANY CLAIM BETWEEN THEM WILL BE DECIDED BY A JUDGE RATHER THAN A JURY AS A RESULT OF THIS AGREEMENT.

11.6 <u>No Breach Waiver</u>. No term or provision hereof will be considered waived by Organization, and no breach excused by Organization, unless such waiver or consent is in writing signed by Organization. The waiver by Organization of, or consent by Organization to, a breach of any provision of this Agreement by Contractor, will not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by Contractor. Organization's failure to object to conflicting provisions contained in any communication from Contractor will not be deemed a waiver of the terms of this Agreement. Contractor and Organization must specifically agree to any such waiver in writing before such waiver will become binding on either Party.

11.7 <u>Entire Agreement</u>. This Agreement and its Exhibits set forth the entire understanding between the parties with respect to their respective subject matters and merge and supersede all prior written agreements, discussions and understandings, expressed or implied,

concerning their respective subject matters. In executing this Agreement, Contractor is not relying on any prior or contemporaneous statement, promise or representation of any kind that is not set forth explicitly in this Agreement. In interpreting the obligations of the parties in connection with the subject matter of this Agreement, the order of precedence will be first any properly executed SOW, second, this Agreement, and third, any other Exhibits to this Agreement. The terms and conditions of this Agreement will prevail regardless of any conflicting terms on any order acknowledgment or other communication of Contractor, and Organization's acceptance of the Services is made only on the express understanding and condition that insofar as the terms and conditions of this Agreement conflict with any terms and conditions of Contractor's order acknowledgment or other communication, the terms and conditions of this Agreement control.

11.8 <u>Modification</u>. The Parties agree that neither Party has the authority to modify or amend this Agreement unless the modification or amendment is in writing and signed by both of them, with the Chief Financial Officer of Organization signing on behalf of Organization.

11.9 <u>Counterpart Execution</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement in Portable Document Format (pdf) or by facsimile transmission shall be effective as delivery of an executed original counterpart of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date of the last signature below.

Austin Parks Foundation	Contractor
By: Name: Title:	By: Name: Title:
Date Signed:	Date Signed:

EXHIBIT A:

STATEMENT OF WORK ("SOW")

Description of Services to be Delivered:

Deliverable Description:

Pre-Event

- Be familiar C3 requirements for the festival;
- Attend training sessions provided by APF Program Director and gain a solid understanding of the festival (stage locations, vending station locations, receptacle locations);

Event

- Ensure Rock & Recycle, Divert It!, Filling Station, and Backup volunteers are trained, in place, on time, and carrying out assigned responsibilities throughout their shift;
- Communicate and coordinate throughout the festival with the Program Director;
- Help establish a positive volunteer experience;
- Help C3 deliver an environmentally friendly and trash-free festival;

Estimated Timetable for Deliverables

<u>NOTE</u>: This SOW is governed by the terms of the Independent Contractor Services Agreement between Organization and Contractor (the "Agreement"). Any item in this SOW which is inconsistent with a term in the Agreement will supersede such term for purposes of this SOW only.

IN WITNESS WHEREOF, the parties have executed this SOW as of the date of last signature below.

Austin Parks Foundation

Contractor

By:	By:
Name:	Name:
Title:	Title:
Date:	Date: