

CONTRACT FOR SCHOOL SERVICES - MULTI-LOCATION

THIS AGREEMENT is made this ____ day of _____, 20__, between THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, A CORPORATION SOLE, having a principal place of business at One Peter Yorke Way, San Francisco, CA, 94109, hereinafter referred to as the "Client", and _____, an independent contractor, having a principal place of business at _____, hereinafter referred to as the "Contractor."

It is hereby agreed:

- 1) Term of Contract. This Agreement will become effective upon execution and will continue until the services referenced herein have been performed, unless this contract is sooner terminated as herein provided.
- 2) Services to be Performed by Contractor. Contractor agrees to perform the services set forth in the attached "Exhibit A". Contractor acknowledges that Client operates in a number of locations, and that the services described in Exhibit A shall be provided at those locations for which Client (either directly or through its authorized agent at the location) has requested Contractor's services, in writing. Contractor agrees to keep a current list of those locations for which Contractor's services have been requested and are currently requested, along with a copy of the written request for those services, and shall provide such documents to Client for review, upon request.
- 3) Employees Qualified to Have Contact With Minors. Contractor agrees that it shall follow all procedures set forth in California Law pertaining to the performance of background checks of potential employees (including, without limitation, the requirements of Section 44237 of the California Education Code as the same may hereafter be amended, requiring the submission of fingerprints to the Department of Justice for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation prior to employment for work in contact with minors). By providing, assigning or making available any person to or for Client, Contractor warrants that Contractor has fulfilled all the requirements of law with respect to criminal background checks of such person, and that such person has completed "Shield the Vulnerable" training (shieldthevulnerable.com), and that such person is fully qualified under California law to work with minors. Contractor agrees that no such person who has a record of criminal conviction or a pending arrest proceeding of any kind shall be made available, assigned or provided to or for Client without the express prior written approval of a corporate officer of Client. Contractor further warrants that all persons provided or assigned to or for Client shall be in possession of any and all current and valid permits and licenses required by law for a person performing the work for which provided to Client.

4) Fee for Services. Contractor shall submit bills directly to each location at which services have been provided, itemized to show the services provided and fees incurred at that location. Upon submission of bills, Contractor shall be entitled to the following fee for its services:

\$ _____ for every location at which Contractor's services have been performed,

\$ _____ for every worker-hour provided at each respective location,

According to the schedule of fees attached as Exhibit "B" hereto,

payable _____, provided however, that payment shall only be due for those locations for which a valid, current request for Contractor's services has been made by Client and kept on file by Contractor as set forth above.

5) Independent Contractor. Contractor will act as an independent contractor. Therefore, Client will pay no employer costs (i.e. workers' compensation, taxes or benefits). Contractor shall devote as much time to the project as is necessary to effectively accomplish its purpose. Contractor shall be solely liable for any and all tax payments, withholding and reporting, insurance (including, without limitation, worker's compensation, California Family Temporary Disability insurance, social security or state disability insurance) or other benefits as may be legally required for employers, or as Contractor deems necessary, and agrees to defend and hold Client harmless for any claim or injury arising from the failure of Contractor to pay or provide any such items, or which would have been covered by any such insurance or benefit.

6) Termination Upon Notice. This Agreement may be terminated by Client at any time, for any reason, with respect to any or all of the Client's locations. If this Agreement is terminated with respect to less than all of Client's locations, this Agreement shall remain in full force and effect with respect to any other locations for which Contractor's services have been duly requested by Client. If the Agreement is terminated as provided for herein, then Contractor shall be paid on a *pro rata* basis for all work performed through the date that such termination notice is received by Contractor.

7) Hold Harmless/Insurance. Contractor agrees to hold Client free and harmless from any and all claims arising from any negligent acts or omissions committed by Contractor or Contractor's agents during the performance of any duties under this Agreement.

Contractor agrees to maintain a policy of insurance in the minimum amount of \$1,000,000 to cover any negligent acts committed by Contractor or Contractor's

employees or agents during the performance of any duties under this Agreement and shall name Client as an additional insured on Contractor's policy, as evidenced by an appropriate certificate of insurance and endorsement (sample copy attached).

- 8) Time is of the Essence. Time is of the essence in this Agreement.
- 9) Assignment. Neither this Agreement, nor any duties or obligations under this Agreement, may be assigned without the prior written consent of the Client.
- 10) Notices. Any notice under this Agreement shall be sufficient if written and delivered personally or by First Class Mail to the addresses listed at the beginning of this Agreement.
- 11) Attorney's Fees. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.
- 12) Entire Agreement of the Parties. This Agreement contains the entire Agreement of the parties and supersedes any and all prior agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

- 13) Modification. Any modification of this Agreement will be effective only if it is in writing signed by both parties. Notwithstanding that authorized agents at Client's various locations may request Contractor's services, only Client's corporate officers may amend or modify, or authorize modification of, the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day of the year first above written.

THE ROMAN CATHOLIC ARCHBISHOP
OF SAN FRANCISCO, A CORPORATION
SOLE

CONTRACTOR

By: _____

By: _____

Its: _____

Its: _____

Tax I.D. #

For information purposes:

SCHOOL: _____

Principal: _____

EMAIL: _____

Phone: _____

Address: _____

City, ST, Zip: _____ - _____

IC Contact: _____

EMAIL: _____

IC Phone: _____

IC Address: _____

City, ST, Zip: _____

"Exhibit A"

SERVICES TO BE PERFORMED BY CONTRACTOR

Exhibit "B"
Schedule of Fees