

**CALDWELL SCHOOL DISTRICT
PRIVATE FOOD SERVICE PROVIDER CONTRACT**

This Agreement is entered into between Caldwell School District No. 132 (hereinafter referred to as "District") and _____ (hereinafter referred to as "Vendor").

Whereas, the District desires to provide nutritional food options through the use of kiosks or mobile food units to students and staff at the Caldwell High School due to the closed campus policy;

Whereas, the Provider is licensed by the Southwest Idaho District Health to operate a food establishment;

Whereas, the District has determined that Provider is an appropriate entity to provide nutritional food options to its students and staff.

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Agreement will commence on _____ (date), and remain in effect until _____ (date). This Agreement shall not exceed twelve (12) calendar months. **At the sole discretion of the District**, the Agreement may be renewed annually.

RELATIONSHIP OF PARTIES

The Vendor's status under this Contract is that of an independent contractor, and not an agent or employee of the District. The Vendor is not entitled to any benefits of employment provided by the District to its employees. The Vendor warrants and represents that it has complied and will continue to comply with all federal, Idaho State, and local laws applicable to it and will make the necessary payments appropriate to independent contractor tax status.

SERVICES TO BE RENDERED

Vendor shall render the food services from ____ a.m. until ____ p.m. on each school day as identified on the school calendar set forth in Exhibit A, attached hereto and made a part of this Agreement as if set forth fully herein. The location of the kiosk or mobile food unit shall be as indicated on Exhibit B, attached hereto and made a part of this Agreement as if set forth fully herein.

INDEMNIFICATION

A. The Vendor shall indemnify, defend and save harmless the District, its officers, agents and employees, from and against all liability, claims, damages, losses, expenses, actions, and

suits whatsoever, including injury or death of others or any employee of the contractor or subcontractor caused by or arising out of the Vendor's performance, act, or omission of any term of this Contract.

B. The District shall indemnify, defend and save harmless the Vendor, its officers, agents and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the District caused by or arising out of the District's negligent performance, act, or omission of any term of this Contract. Nothing in this provision shall extend the liability of the District beyond that provided in the Idaho Tort Claims Act, Idaho Code 6-901 *et seq.*

C. The Vendor is responsible for all employee-related benefits, and withholding and payment of all federal and state employment and income taxes and shall indemnify and hold harmless the District for any liability, cost or expense, including any interest, penalties and attorney's fees, that may be connected with the Vendor's failure to provide or pay such items.

D. The indemnification obligations contained in this Section shall survive termination of this contract.

OFFICIALS NOT PERSONALLY LIABLE

In no event shall any official, office, employee or agent of the District be liable or responsible for any covenant or agreement contained in this Contract, express or implied, nor for any statement, representation or warranty made in this Contract. In particular, and without limitation of the preceding statement, no full-time or part-time agent or employee of the District shall have any personal liability under this Contract and the sole responsibility and liability for the performance of this Contract shall rest with the District.

LICENSES

For the duration of this Contract, the Vendor will maintain in effect and have in possession all applicable licenses, certificates and permits required by the federal and state statutes and local governmental ordinances. The Vendor's license number is _____ and is dated _____ by the Southwest District Health Department.

BACKGROUND CHECK

All vendors and their employees who will be on campus must have a district background check. No vendor or employee will be on campus prior to the return and acceptance of the background check by the district. The vendor will pay a "cost only" charge for each background check.

TERMINATION

A. The District or the Vendor may cancel this Contract at any time without cause upon thirty (30) calendar days written notice specifying the date of termination.

B. The Vendor shall request renewal of the contract no later than 60 days prior to the expiration date of _____ or any extension dates.

Upon default by Vendor, the District may cancel this Contract without any notice and may pursue any and all legal, equitable, and other remedies available to the District. Vendor default occurs if the Vendor fails to perform any of the covenants or conditions of this Contract, and the Vendor does not cure such defects in performance within ten (10) working days after receipt of any written notice of default received from the District.

COMPLETE STATEMENT OF TERMS

This Contract and attachments constitute the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written; negotiations; representations; commitments; and all other communications between the parties. This Contract may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the District, except to the extent provided by an instrument in writing signed by a duly authorized representative of the Vendor and District.

All attachments and all other information attached to this Contract serve to supplement the terms and conditions of this Contract, and do not change or eliminate any provision of this Contract.

SEVERABILITY

If any term or provision in this Contract is held by the courts to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

GOVERNED BY LAWS OF STATE OF IDAHO

This Contract shall be governed by the laws of the State of Idaho. If any terms of this Contract are disputed and suit is filed, it shall be filed in Canyon County, Idaho.

DEFINED USE

ف Utilities from the school that will be used and charge: _____

ف Attached Exhibit A, school calendar defining the days vendor will be on campus.

ف Attached Exhibit B, location of kiosk or mobile food unit on campus or in the building.

ف Attached Certificate of Insurance in the amount or in excess of \$1,000,000.

SIGNATURES

In Witness whereof, the parties have executed this Contract.

_____ School Principal: _____

Date: _____

Vendor: _____

Caldwell School District No. 132

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____