



VENDOR CONTRACT

This Agreement shall be effective on the date of approval and signature of the Learning Fund Manager. This Agreement shall be in effect until terminated. The Agreement may be terminated by the Vendor or the School at any time.

The Vendor agrees to perform the services described in the purchase order for the amount agreed upon in the purchase order. Accounts payable will not process payment until the services have been completed and the Vendor verifies this fact by delivering an invoice. Upon receipt of appropriate invoice documentation, Accounts Payable will issue payment. The payment terms are Net 30.

The School will not pay for any student if a purchase order has not been approved. Vendor may not begin to provide services or materials until a purchase order has been approved. The School will cancel a student's purchase orders if the student withdraws from the School.

This Agreement does not make the Vendor an employee of the School or create an agency relationship between School and Vendor. Vendor is an independent contractor and is responsible for their own actions and conduct including their own expenses in relation to services or materials in furtherance of this Agreement.

The Vendor shall conduct a criminal background check of its employees through the Department of Justice (DOJ) in accordance with Education Code Section 45125.1 and, upon receipt of DOJ clearance, certify to the School that no employee of Vendor working with students of the School, has been convicted of a violent or serious felony as defined by statute, nor has a criminal action pending upon charges of commission of a violent or serious felony as defined by statute. Vendor shall supply School with a list and verification of those employees who are cleared to work with students of the School.

Vendor shall indemnify and hold harmless the School and its board members, officers, employees, authorized volunteers and agents from, and if requested, shall defend them against, all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Losses") arising from, in connection with or caused by personal injury or property damage caused, directly or indirectly, by any act or omission of Vendor.

Vendor

Date

Learning Fund

Date