



SERVICE AGREEMENT

This agreement made and entered into this 7th day of November 2019, by and between the Lee's Summit R-7 School District, herein after referred to as the "District" and Fundraising University, herein referred to as "Service Provider".

Whereas, Service Provider has offered to provide the services, payment terms and insurance requirements, subject to the General Conditions describe in Exhibit A and

Whereas, the District desires to engage Service Provider to perform such services for fundraising for the LSR7 District.

Now, therefore, in consideration of the mutual covenants and considerations herein contained, it is hereby agreed by the parties hereto as follows:

1. District retains Service Provider to perform the services hereinafter set forth.
2. Services: Service Provider represents that it is equipped, competent and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: the Service Provider's Quote/Proposal, Payment Terms and General Terms and Conditions and Insurance Requirements attached hereto as Exhibit A.
3. No financial obligation shall accrue against the District until Service provider makes delivery pursuant to order of the Purchasing Agent and/or his/her approved designee. If additional services are requested by the District, the Service Provider will prepare and submit to the District an estimate of the total cost associated with such additional services. The District will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the District to the Service Provider for such approved additional services shall not exceed the approved amount.
4. The term of this Agreement shall commence on November 15, 2019 and expire November 14, 2020. Furthermore, Fundraising University and the District must mutually agree to renew and extend the executed fundraising agreement pertaining to all prices, terms and conditions and specifications for an additional one (1) year period, but not to exceed two (2) additional one (1) year periods for a total of three (3) years. The Prices shall remain the same for the initial term of this contract.
5. Service Provider will provide proof of liability insurance and auto insurance (see Exhibit A for insurance specifications).
6. Service Provider is required to provide the District with a thorough background check of each employee that will come into contact with District students whether it be on District property or off site at another venue, before the start of the contract. If the Service Provider cannot provide this information to the District, a SOR (Sex Offender Registry) check may be obtained by appointment at the Purchasing and Distribution office located at 702 SE 291 Highway, Lee's Summit, MO 64063 (816-986-2190).
7. GOVERNING: All agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this agreement will be decided by a Missouri Court.

8. This Contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The District may terminate this contract immediately, under breach of contract, if the Service Provider fails to perform in accordance with the terms and conditions as referenced to and incorporated above.
9. This Agreement shall be binding on the parties thereto+ only after it has been duly executed and approved by the District and the Service Provider.
10. INDEMNITY AND HOLD HARMLESS: The selected respondent agrees to indemnify, release, defend, and forever hold harmless the District, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorney's fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the selected respondent, his/her sub-contractors, employees or agents, and arising out of services performed by the selected respondent, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.

These terms and conditions supersedes all previous agreements, contracts or expectations. If conflicts arise between this service agreement and specific terms outlined in the vendor agreements, this document shall prevail.

Lee's Summit R-7 School District:


Fundraising University:

Christa Battaglia 11/15/19
Purchasing & Distribution Coordinator Date

President JT 11-7-2019
Title: Date