

Vin'Ash Coaching, LLC Service Agreement

This Independent Contractor Drug Testing Agreement ("Agreement") is made and entered into as of _____, ("Effective Date"), by and between Manhattan Beach Unified School District ("District") (collectively hereinafter "District"), having a principal place of business at 325 S. Peck Ave, Manhattan Beach, CA 90266, and Vin'Ash Coaching, LLC ("Contractor"), a limited liability company having a principal place of business at P.O. Box 2304, Manhattan Beach, California 90267.

1. **Retention of Services.** District hereby retains Contractor to perform services as described below:

1.1 **Drug Testing Services.** Contractor shall provide drug testing services at Mira Costa High School ("MCHS"), at a location to be determined by school personnel. Contractors shall provide drug testing services, including resource referral counseling and support to parents who qualify for such services. Drug testing services shall be provided on dates randomly selected throughout the term of this Agreement with the consent of MCHS personnel. Participants in the drug testing service that are minors shall be required to obtain parental or guardian consent prior to participation in the drug testing service. Contractor's personnel will perform their duties in a manner conducive to accepted standard and professional business practices and will comply with District's applicable safety and security regulations, which District shall provide to Contractor from time to time, as applicable.

1.2 **Insurance.** Contractor hereby agrees to maintain Commercial General Liability insurance throughout the term of this Agreement. Such insurance shall minimally provide for coverage of \$1,000,000.00 per occurrence. Contractor agrees to name District as an additional insured on such policy.

2. **Compensation.** The compensation District will provide to Contractor for services rendered shall be as follows:

2.1 **Drug Testing Services.** Parents of students participating in the program will directly pay Contractor a minimum of \$65.00 per participant in the drug testing service. If payment is made to the District, the District shall remit payment to Contractor in advance for monies received from parents or participants for participation in the program of the drug testing service being performed by Contractor.

3. **Expenses.** Contractor shall be responsible for and pay all expenses incurred in providing services to District under this Agreement.

4. **Independent Contractor Relationship.** Contractor's relationship with District will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Contractor will not be entitled to any of the benefits that District may make available to its employees, including, but not limited to, group health, life insurance, profit-sharing or retirement benefits, paid vacation, holidays or sick leave. Contractor will not be authorized to make any representation, contract or commitment on behalf of District unless specifically requested or authorized in writing to do so by the Chief Executive Officer of District. Contractor will be solely responsible for obtaining any business or similar licenses required by any federal, state or local authority. In addition, Contractor will be solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. No part of Contractor's compensation will be subject to withholding by District for the payment of any social security, federal, state or any other employee payroll taxes. District will regularly report amounts paid to Contractor by filing a Form 1099-MISC with the Internal Revenue Service as required by law.

4.1 **Method of Performing Services; Results.** In accordance with District's objectives, Contractor will determine the method, details and means of performing the services required by this Agreement. District shall have no right to, and shall not, control the manner or determine the method of performing Contractor's services. Contractor shall provide the services for which Contractor is engaged to the reasonable satisfaction of District.

4.2 **Workplace, Hours and Instrumentalities.** Contractor may perform the services required by this Agreement at any place or location and at such times as Contractor shall determine. Contractor agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.

5. **Confidentiality.**

5.1 **Proprietary Information.** Each party, Contractor and District, understands that the other party has disclosed, or may disclose, information relating to that party's business. Notwithstanding the foregoing, nothing will be considered proprietary information unless such information is expressly marked "Confidential", "Proprietary" or the like.

5.2 **Protection of Confidential Information.** Each party, Contractor and District, agrees (i) to take reasonable precautions to protect the information of the other party, and (ii) not to use or divulge such information to any third party. Contractor and District

agree that foregoing shall not apply to any information after four years following the disclosure thereof or any information that is (i) generally available to the public, or (ii) was in possession or known by Contractor or District prior to receipt from the other, or (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed. Unless otherwise specified, District grants Contractor the right to aggregate data collected by Contractor. It is agreed that such aggregated data will contain no data elements that could individually identify participants in the drug testing services.

6. Observance of District Rules. At all times while on District's premises, Contractor will observe District's rules and regulations with respect to conduct, health and safety and protection of persons and property.

7. No Conflict of Interest. During the term of this Agreement, Contractor will not accept work, enter into a contract, or accept an obligation, inconsistent or incompatible with Contractor's obligations, or the scope of services rendered for District, under this Agreement. Contractor warrants that, to the best of Contractor's knowledge, there is no other contract or duty on the part of Contractor that conflicts with or is inconsistent with this Agreement. This paragraph 7 does not prevent Contractor from performing the same or similar services for clients other than District, and in fact Contractor is expressly permitted to do so, as long as such services do not directly or indirectly conflict with Contractor's obligations under this Agreement.

8. Term and Termination.

8.1 Initial Term. This Agreement is effective as of the Effective Date set forth above and will end on June 30, 2015 ("Initial Term") unless otherwise terminated in accordance with subparagraphs 8.2, 8.3 or 8.4 below.

8.2 Renewal. On completion of the Initial Term specified in subparagraph 8.1, this Agreement will automatically renew for subsequent one year terms unless either party provides sixty (60) days' advance written notice to the other that District/Contractor does not wish to renew the Agreement. In the event either party gives notice of nonrenewal pursuant to this subparagraph 8.2, this Agreement will expire at the end of the current term.

8.3 Termination by District. District may terminate this Agreement at any time, with termination effective thirty (30) days after District's delivery to Contractor of written notice of termination. District also may terminate this Agreement immediately upon Contractor's breach of Paragraph 5 ("Confidentiality") or 7 ("No Conflict of Interest"). District agrees that it shall not retain any other Contractor to perform the services described in paragraph 1.1 for the term of one year following the termination of this Agreement.

8.4 Termination by Contractor. Contractor may terminate this Agreement at any time, with termination effective thirty (30) days after Contractor's delivery to District of written notice of termination.

8.5 Duties Upon Termination. Upon termination of this Agreement for any reason, Contractor agrees to cease all work on behalf of District and promptly deliver the results to District. District agrees to compensate Contractor for all Services rendered until the date of termination pursuant to paragraph 2.1.

9. General Provisions.

9.1 Successors and Assigns. The rights and obligations of Contractor under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Contractor. District may not assign its rights, subcontract or otherwise delegate its obligations under this Agreement without Contractor's prior written consent. This shall not, however, prevent Contractor from employing employees to assist in Contractor's rendering of services to District under Contractor's supervisions, as deemed necessary by Contractor.

9.2 District Indemnification. Contractor shall be liable for, and agrees to pay, any and all debts, claims, demands, liabilities, expenses, losses, injuries, damages and reasonable attorneys' fees arising out of Contractor's services rendered hereunder. District shall indemnify and hold Contractor harmless from and against any and all debts, claims, demands, liabilities, expenses, losses, injuries, damages for injury to or death of persons, including, but not limited to, District's employees, if any, and customers and employees of Contractor, and damages or destruction to property, including, but not limited to, property of Contractor, resulting, in any manner, from District's engagement of Contractor for performance of services hereunder.

9.3 Agreement to Arbitrate. Contractor and District agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the independent contractor relationship between Contractor and District, and any disputes upon termination of the independent contractor relationship, including claims for violation of any local, state or federal law, statute, regulation or ordinance or common law. The arbitration will be conducted in Los Angeles County, California, by a single neutral arbitrator and in accordance with the American Arbitration Association's ("AAA") then current rules for resolution of

commercial disputes. The arbitrator shall have the power to enter any award that could be entered by a judge of the trial court of the State of California, and only such power, and shall follow the law. In the event the arbitrator does not follow the law, the arbitrator will have exceeded the scope of his or her authority and the parties may, at their option, file a motion to vacate the award in court. The parties agree to abide by and perform any award rendered by the arbitrator. Judgment on the award may be entered in any court having jurisdiction thereof.

9.4 Survival. The definitions contained in this Agreement and the rights and obligations contained in Paragraphs 5 (“Confidentiality”) and 9 (“General Provisions”) referenced herein will survive any termination or expiration of this Agreement.

9.5 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon verification of delivery of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may specify in writing.

9.6 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive.

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

9.8 Waiver; Amendment; Modification. No term or provision hereof will be considered waived by Contractor, and no breach excused by Contractor, unless such waiver or consent is in writing signed by Contractor. The waiver by Contractor of, or consent by Contractor to, a breach of any provision of this Agreement by District, shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by District. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

9.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Contractor for District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

VIN’ASH COACHING, LLC

By: _____
Coleby Lombardo, President

Date: _____

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

By: _____
Dawnalyn Murakawa-Leopard
Assistant Superintendent, Administrative Services

Date: _____