

TO: BOARD OF DIRECTORS

FROM: STEVE LIDGARD, EXECUTIVE DIRECTOR – BUSINESS SERVICES

SUBJECT: STANWOOD HIGH SCHOOL PROM CONTRACT

DATE: DECEMBER 3, 2019

TYPE: ACTION NEEDED

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Attached is a memo from Stanwood High School Assistant Principal/Activities Director Carolyn Coombs, requesting approval of a contract for the Senior Prom on May 16, 2020. This event is financed by the ASB Fund and will be held at the Monte Villa Farmhouse Estate, LLC (DBA The Feather Ballroom) in Snohomish. The contract for the use of the facility is attached.

Recommendation:

We recommend the board **move to approve the attached contract for the 2020 Senior Prom.**



STANWOOD HIGH SCHOOL

Christine Del Pozo, Principal
Carolyn Coombs, Assistant Principal/Activities Director
Tom Wilfong, Assistant Principal/Athletic Director
Ross Short, Career/Tech Ed Director
Denise Eichler, Dean of Students

TO: BOARD OF DIRECTORS
FROM: CAROLYN COOMBS, ASST. PRINCIPAL/ACTIVITIES ADVISOR
SUBJECT: SHS STANWOOD HIGH SCHOOL PROM CONTRACTS
DATE: November 25th, 2019
TYPE: ACTION NEEDED

Attached is a contract with Monte Villa Farmhouse Estate, LLC to provide the venue (The Feather Ballroom, Snohomish) for the Senior Prom on May 16th, 2020. The cost for the event is paid by the Stanwood High Associated Student Body (ASB) Fund. Students are charged a fee for participation in the event that is intended to fully fund all costs. The student fees are deposited into the senior class account and the payment is issued from this account.

Recommendation:

We recommend the board **move to approve the attached agreements with Monte Villa Farmhouse Estate, LLC or The Feather Ballroom, Snohomish, WA.**

7400 – 272nd St. N.W., Stanwood, WA 98292
PHONE: (360) 629-1300 FAX (360) 629-1310

The Feather Ballroom

801-1st Street, Snohomish, WA 98290

Toll-Free Phone: (888) 759-9887

Mailing Address:

3210 Hewitt Ave, Everett, WA 98201

Rental Policy and Lease Agreement

This is a contract between Monte Villa Farmhouse Estate, LLC
(d.b.a. The Feather Ballroom) and the below listed client(s).

Leasing Party/Client information

The "Effective Date" of this rental contract is entered into as of Sept 4, 2019.

Type of Event: Senior Prom

Date of Event: 05/16/2020 Day of the Week: Saturday

Time of Event: 8 AM / PM to 11 AM / PM Rate: _____

Number of estimated guests: 300

** (If the Event is a Wedding, please list both (1) and (2) Client's names)**

Name of Client: (1) Carolyn Coombs

Phone number: (1) 360-965-8260 Email: (1) ccoombs@stanwood.wednet.edu

Name of Client: (2) _____

Phone number: (2) _____ Email: (2) _____

Mailing Address: 7400 272nd St NW

City: Stanwood State: WA Zip Code: 98292

Secondary Contact (besides Client): Jeanne Kelly

Phone number: 360-629-1300 Email: jkelly@stanwood.wednet.edu

Please tell us how you found out about our venue: Senior Class officers

Reservations & Deposits / Pricing & Fees / Damage & Security Deposit / Rental Times / Rehearsal

Reservations & Deposits

Reservations are accepted on a first come, first served basis. A reservation is accepted when a signed Rental Agreement, together with a full payment of the Rental Fee, is accepted by the booking manager. The Rental Fee is non-refundable. The Damage/Security Deposit is to be paid no later than (30) days prior to the Event date. The Damage/Security Deposit balance will be refunded by Feather Ballroom following the Event, after inspection and deductions for any damages.

Pricing and Fees

- The reservation of the designated property is to be paid in full or your sales representative can build a payment plan.
- The \$1,000.00 Damage/Security Deposit is to be paid by check no later than (30) days prior to the Event date.
- Additional time must be approved by Feather Ballroom no later than (30) days prior to the Event date.

*** Any unscheduled or additional time used in the day that occurs before and/or after the contracted time will incur overtime charges. Overtime charges will be based on an hourly rate and will be calculated pro rata based on dividing the rate for the event by the base number of hours rented, as listed on page #1 of this contract. The rental times apply to everyone involved in the Wedding/Event (the Officiant, photographers, florists, coordinators, wedding party, family, etc). Please make sure to inform all participants so that additional charges are not billed. The Client will be billed for all time outside of the scheduled time of the Event that the Client and/or guests, and/or vendors are on the premises. All unscheduled overtime used outside of the scheduled event start and end times will be totaled and rounded up to the nearest hour to calculate overtime charges.**

Damage/Security Deposit

As we previously stated, the \$1,000 Damage/Security Deposit must be paid in full at least (30) days prior to your Event. If the Damage/Security Deposit is not paid prior to the (30) days, then Feather Ballroom reserves the right to terminate the Agreement, and immediately terminate the Event.

*Any Damage/Security Deposit will be refunded by Feather Ballroom within 14-30 days after your event, once all the premises have been checked and made sure it was returned in the same condition as existed prior to the event, and/or overtime and other charges were not incurred. Feather Ballroom may also deduct from the Damage/Security Deposit any penalties and/or other unexpected costs caused by the Client or incurred by Feather Ballroom resulting from the Client's breach of contract.

Feather Ballroom will summarize and mail the Client an itemized accounting invoice of any funds withheld from the Damage/Security Deposit with the costs of any repairs, overtime, and/or other charges to be deducted from the Damage/Security Deposit or for the entire amount if the damage exceeds the Damage/Security Deposit.

Rental Times & Additional Hours

Full day rentals are from 10:00 am to 10:00 pm or ~~11:00 am to 11:00 pm~~ ^{12 pm 12 AM}. Feather Ballroom requires that the (12) hour rental period be consecutive. Additional hours may be purchased based on availability and pre-approval by Feather Ballroom. The hourly rate for additional hours will be calculated pro rata based on dividing the rate for the event by the base number of hours rented, as listed on page #1 of this contract. Remember, set up and take down of decorations, linens, vendor delivery/pick-up, etc. are all included in the rental time. If you would like to rent additional hours before and/or after your contracted time slot, you may do so, if available. The rental times apply to everyone involved, including caterers, florists, photographers, rental companies, etc. so it is important that they are informed so that you do not incur any additional charges.

Client Initials: (1) al

Client Signature: (1) 

(If Applicable)

Client Initials: (2) _____

Client Signature: (2) _____

II. Cancellation Policy

Cancellation

Should the Client/Party cancel the scheduled Event, any and all payments made towards your Event will be considered non-refundable.

The Client(s) hereby certifies that they have read, understood and agree to all the conditions of the Cancellation Policy.

Client Initials: (1)

Client Signature: (1) _____

(If Applicable)

Client Initials: (2) _____

Client Signature: (2) _____

III. Rental Rules and Regulations

RULES AND REGULATIONS

The Leasing Party agrees to comply with all of the Premises Rules and Regulations, including but not limited to, the following:

1. PREMISES, FACILITIES AND EQUIPMENT

You must leave the facility in excellent condition for others to enjoy. To that end, the Leasing Party is responsible for the use and care of the Premises, Facilities and Equipment and must return the same in the condition received. Any relocating of equipment, furniture and decoration (see Section III, #8) of the Premises is NOT allowed without prior approval from Feather Ballroom. Upon approval, furniture can only be moved and put back by Feather Ballroom staff (there may be an associated fee).

2. GUESTS

While this is a fun and exciting time, please understand that the Leasing Party is responsible for the behavior and conduct of its guests, invitees, vendors, etc. and that illegal and/or inappropriate conduct will result in the immediate termination of the Event and the loss of your full deposit. All children must be under adult supervision at all times while on the Premises.

3. CATERING/CATERER

We have a list of recommended caterers who we know provide outstanding food and service. You are not obligated to use our recommended list and have the free will to choose your own caterer at no additional cost. It is the responsibility of the lessee/caterer to leave the kitchen in the same condition it was in when it was received. Please note that the Leasing Party, your caterer, or your party rental vendor will need to provide any and all of the utensils, dishes, glassware, linens, garbage liners, etc.

4. ALCOHOL

We require that you use a licensed and insured bartender or bar service. If there is alcohol served, you must obtain any appropriate licenses and insurance. A copy of all licenses and insurance must be delivered to Feather Ballroom at least (60) days prior to the Event Date. Anyone serving alcohol will be required to provide Feather Ballroom with an endorsement naming Monte Villa Farmhouse Estate, LLC and Scott Swoboda as additionally insured. If your guests become visibly intoxicated, Feather Ballroom reserves the right to halt distribution of any alcohol. If the server, or Feather Ballroom deems it necessary to arrange alternative transportation for any guests due to alcohol consumption, the Leasing Party is responsible for any associated costs.

5. SECURITY

If you are having a commercial event where the public is invited, or you are having an event honoring or involving minors (such as birthday parties, or similar), you may be required to provide professional security. This must be provided by an off duty local police officer. Manpower required will be based on the size and type of the event. Please make sure that security is provided from the beginning of the event to the end of the event. We recommend that you contact the Snohomish police department for Snohomish events. Confirmation of your scheduled security coverage must be provided to Feather Ballroom at least (60) days prior to your event.

6. DELIVERIES

Deliveries to the Premises will be scheduled for the day of the Event during the Rental Period and not prior to 10:00am. However, arrangements for alternative delivery dates and or times may be approved by Feather Ballroom. ***Note: It is the responsibility of the Leasing Party to adequately inform vendors making deliveries of the parking lot conditions approaching the Premises, and also the times available for deliveries and pick-ups. Feather Ballroom Staff is not responsible for any part of the delivery process, including loading and unloading of vehicles.**

7. LIGHTING AND DECORATIONS

The Party is responsible for setting up and taking down their own decorations. **All decorations must be freestanding** and removed by the end of the rental period or a fee will be charged, unless Feather Ballroom approves otherwise. Staples, tacks, nails, and/or screws, or anything that penetrates or otherwise damages the Premises, are strictly prohibited. Tape, as well as any adhesive, is also strictly prohibited. Any flame candles are also prohibited on the Premises. You may use flame-less candles, which are battery operated. Please check with us and we can provide many options that fit your event needs while preserving our beautiful premises. In the case that Feather Ballroom finds any destruction to the Premises including, but not limited to, walls, furniture, paint, fixtures, lighting, floors, etc., the Client will be responsible for **ALL** costs pertaining to the immediate resolution of the destructed area(s), regardless of the day or time. If Feather Ballroom finds that breach of contract has occurred, we reserve the right to terminate the Agreement, and immediately terminate the Event.

IV. Accidents/Impossibility of Performance/Termination/Model Release/Miscellaneous

Accidents and Indemnity by Applicant

The Client(s) and/or Leasing Party will defend and indemnify Feather Ballroom, its management, directors, agents, and employees and hold each of them harmless from any and all liability, damages, costs, or expenses, including attorney fees, arising from any act, omission, or negligence of the Client, and/or its officers, contractors, licensees, agents, employees, guests, invitees, or visitors; or arising from any accident, injury or damage, howsoever and by whosoever caused, to any person or property associated with the Event. Feather Ballroom will not be liable for any loss or damage to person(s) or property sustained by the Client(s), or other persons, caused by third parties, circumstances beyond its control or by conditions or circumstances which were not reported to Feather Ballroom in a timely manner.

Impossibility of Performance

Feather Ballroom will be released of its obligations to perform under this Agreement in the event of Force Majeure, including, but not limited to, flooding, fire, earthquake, or other causes of loss to the building or premises causing an unsafe condition for its intended use, inability to obtain labor and materials or reasonable substitutes for labor and materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental actions, civil commotions, or other causes beyond the commercially reasonable control of Feather Ballroom.

Termination

Feather Ballroom reserves the right to cancel this Agreement at any time at its sole discretion in the case of non-payment by the Client of any undisputed amount past due, or if the Client otherwise breaches its obligations under this contract. The Client and/or its Party is responsible for the conduct of its contractors, licensees, agents, employees, guests, invitees, or visitors and will comply with the terms of this contract. Feather Ballroom reserves the right to cancel any Event for over capacity of attendance, willful or gross negligence, violation of any of the terms or conditions of this contract, or mistreatment of the Premises, equipment, furniture or facilities and staff. Such termination will be deemed a "cancellation" by the Client. This termination right will be in addition to any other rights or legal remedies Feather Ballroom may be entitled to.

Model Release

The Client grants Feather Ballroom, and its legal representatives the irrevocable and unrestricted right to use and publish photographs of the client, or in which the client may be included, for editorial, trade, advertising, or any other purpose and in any manner and medium thought proper by Feather Ballroom.

Miscellaneous

This Agreement is the entire, final, and full Lease Agreement between the parties with respect to the matters contained herein. This Agreement supersedes all other prior Agreements, communications, proposals, and understanding, oral or written, between the parties. The Agreements may only be changed by a written form signed by both parties describing such changes. The Client may not assign this Agreement, any rights, or any obligations hereunder without the proper written consent of Feather Ballroom.

This Agreement may be executed in any number or counterparts, each of which will be deemed an original hereof, but together will constitute one and the same instrument. Facsimile or electronic signatures will be sufficient to bind the parties.

The Client(s) hereby certifies that they have read, understood and agree to all the conditions in the Accidents/Impossibility of Performance/Termination/Model Release/Miscellaneous Section.

Client Initials: (1) _____

Client Signature: (1) _____

(If Applicable)

Client Initials: (2) _____

Client Signature: (2) _____

V. Alcohol Policy

Feather Ballroom requires that you use a licensed and insured bar tender or bar service.

In order to serve alcohol on any Feather Ballroom property, it is required that the Client purchase a valid Washington State Liquor Control Board Banquet Permit. You may obtain this permit online at www.ljq.wa.gov/licensing/banquet-permits for \$10. The permit must be given to Feather Ballroom no later than (60) days prior to the Event, which will be posted in the appropriate place in the facility before any alcohol may be served on the day of the Event. Anyone serving alcohol will be required to provide Feather Ballroom with an endorsement naming Monte Villa Farmhouse Estate, LLC and Scott Swoboda as the additionally insured. All appropriate licenses and insurance must be given to Feather Ballroom no later than (60) days prior to the Event. ***Only adults 21 years of age, or older, will be served alcohol.** Feather Ballroom reserves the right to terminate alcohol service, and also refuse service to anyone that is considered to have reached a reasonable alcohol limit. Guests who abuse their privilege of alcohol consumption, or otherwise misbehave, will no longer be served alcoholic beverages and will be asked to leave. Responsibility for appropriate use and consumption of alcohol at your Event and liability for any consequences arising from alcohol consumption is your responsibility as the Party(s) obtaining the banquet permit. The Client, any guest, or invitee, may not supply a minor with alcohol. Any underage drinking will result in the forfeiture of the Clients entire Damage/Security Deposit and termination of all the alcohol service, and may also include immediate termination of the Event. **You are responsible for providing all the necessary items needed for alcohol service, including all alcohol, ice, keg taps, CO2, glassware, coolers, napkins, special toasting glasses, etc.**

Feather Ballroom is not responsible for the supervision of any activity under the conditions of this agreement, including alcohol use and its consequences. If any liability is to arise from the alcohol service to any person before, during, or after the Event, the Client takes full responsibility for the resultant or contingent liability for any property damage or liability affiliated with the Event.

The Client(s) hereby certifies that they have read, understood and agree to all the conditions in the Alcohol Policy.

Client Initials: (1) MS

Client Signature: (1) 

(If Applicable)

Client Initials: (2) _____

Client Signature: (2) _____

VI. Insurance

Insurance

Personal and Commercial Events;

Whether you are renting as a private party, or commercial entity, you need to provide us with the following a minimum of (60) days prior to your Event. If booking less than (60) days before your Event, the following should be provided within (3) working days by fax or email. A general liability policy with limits of no less than \$1,000,000 and providing us with an endorsement in writing naming "Monte Villa Farmhouse Estate, LLC and Scott Swoboda" and the venue name and address as additionally insured is required. If liquor is being served, then that is to be added, or checked to see it is included and specifically stated in the endorsement. For private parties, weddings and Events, your homeowners policy sometimes provides this type of insurance included in it. If you wish to use a policy of that nature, the person providing it must be on the contract. There are other companies, such as "wedsafe.com" or "TheEventHelper.com" that are available for a quick and easy turn-around at very reasonable rates. An insurance agent of your choice can easily provide you with a policy including liquor liability for a special Event. Be sure to tell anyone you are working with your specific purpose and our location you are renting for both private and commercial endorsements, and proof of insurance. The exact location, dates, and times of your event must be included.

For commercial purposes;

Liability limits are to be a standard minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate. You, as a commercial lessee, probably have general liability insurance. Please provide us with the endorsement described above. If you are not selling liquor, but are serving it, your policy may or may not include a provision for this. Please have your agent state that it is included in writing when furnishing us with the proof of insurance and the "additionally" insured endorsement mentioned above. If it is not included, please have it added, and stated as such. If you are serving, and charging for alcohol, then a liquor liability endorsement MUST be added to the policy endorsement provided to us. Please have your policy/endorsement state your specific uses of the facility and the date and time that they are covering.

Caterer;

If you are using a caterer, they are required to also send us a commercial endorsement, as outlined above, at least (60) days prior to the event. Or, if booking less than (60) days, within (3) days of booking by fax or email.

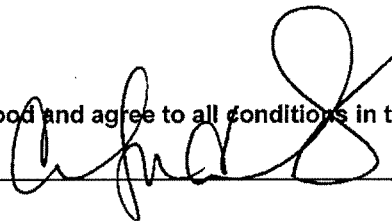
Bar Tender or Bar Service;

If you are using an alcohol server, they must provide us with a copy of their license and proof of liability insurance at least (60) days prior to the event. The alcohol server is required to provide us with an endorsement as outlined above at least (60) days prior to the Event. Or, if booking less than (60) days, within (3) days of booking by fax or email.

If the proper Insurance is not provided prior to the (60) days, then Feather Ballroom reserves the right to terminate the Agreement, and immediately terminate the Event.

The Client(s) hereby certifies that they have read, understood and agree to all conditions in the Insurance Policy.

Client Initials: (1) AS

Client Signature: (1) 

(If Applicable)
Client Initials: (2) _____

Client Signature: (2) _____

**AGREEMENT BETWEEN STANWOOD-CAMANO
SCHOOL DISTRICT AND PROFESSIONAL SERVICES CONSULTANT**

The "Effective Date" of this Agreement is:	<u>7/01/2019</u>
The "Parties" to this Agreement are	
The "School District":	Stanwood-Camano School District No. 401 26920 Pioneer Highway Stanwood, WA 98292
The "Consultant": Name Billing address	<u>Monte Villa Farmhouse Estate LLC</u> <u>3210 Hewett Ave</u> <u>Lewick, WA 98201</u>
The "Consultant's representative":	<u>Danielle Ditzemberger</u>
The "Project":	<u>Senior Prom Venue</u>
The "Scope of Services":	See Exhibit 'A' for "Services"
The Consultant's "Fee" (either):	
Hourly, up to a not-to-exceed amount of:	\$ <u> </u>
or	
Stipulated Sum:	<u>\$ 4,500⁰⁰</u>
The "Date of Completion":	<u> </u>
Minimum Required Insurance:	
Commercial General Liability:	At least \$1 million per occurrence and \$2 million aggregate for personal injury, bodily injury and property damage
Automobile Liability:	At least \$1 million combined single limit and aggregate
Workers' Compensation (industrial insurance):	At least the State statutory amount
Employer's Liability:	At least \$1 million
Professional Liability:	At least \$2 million per claim and in the aggregate
Additional Insureds:	School District and <u> </u>

The School District and Consultant agree as follows: (Include contract commencement and termination dates, also include extension options if any.)

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TERMS AND CONDITIONS OF AGREEMENT

**ARTICLE 1
CONSULTANT'S RESPONSIBILITIES
AND SERVICES**

1.1 The Services consist of those performed by the Consultant, Consultant's employees, and Consultants subconsultants, if any, as enumerated in this Agreement and Exhibit 'A.' To the extent the requirements of this Agreement conflict with the terms of any exhibit or attachment, the terms of this Agreement shall control.

1.2 The Consultant represents that it is qualified and capable in all respects to perform the Services and has an established record of providing the type of services covered by this Agreement. Each person who performs the Services on behalf of the Consultant shall be experienced and qualified to perform the Services he or she performs, and the School District shall be entitled to rely on any assistance, guidance, direction, and advice provided by any such person. If requested by the School District, the Consultant shall remove from the Services, without cost to the School District or delay to the Services, any person whose removal the School District reasonably requests.

1.3 The Services shall be performed in a good, professional, and workmanlike manner, in accordance with the applicable standard of care, and with skill and diligence. The Consultant shall complete its Services by the Date of Completion specified on the cover page.

1.4 The Consultant's Representative specified on the cover page shall be responsible for and in charge of the Services. The Consultant's Representative shall not be changed for the duration of the Services without prior written approval from the School District.

1.5 At the time of performance, the Consultant shall be properly licensed, as required by applicable law, and properly equipped, organized, and financed to perform the Services. The Consultant shall also acquire and pay for (as part of Consultant's Fee) any and all permits required by applicable law for the Consultant to properly perform the Services. The Consultant is responsible for ensuring that its Services are performed in accordance with all applicable School District policies and procedures.

1.6 The Consultant shall, at no cost to the School District, promptly and satisfactorily correct any Services that are defective or not in conformity with the requirements of this Agreement. The obligation of the Consultant to correct defective or nonconforming Services shall not in any way limit any other obligations of the

Consultant and is in addition to any and all other rights and remedies available to the School District under this Agreement or by law and shall in no event be construed or interpreted as obligating the School District to make any correction of defective or nonconforming Services.

1.7 The Consultant accepts the relationship of trust and confidence between the Consultant and the School District established in this Agreement. The Consultant shall cooperate with the School District and its employees, and the School District's other consultants, contractors, subcontractors, suppliers, and others involved with or impacted by the Services, and shall use its best efforts to maintain a positive working relationship with each.

1.8 The Consultant shall be and operate as an independent contractor in the performance of the Services and shall have responsibility for all personnel performing the Services. The Consultant shall perform the Services in accordance with its own methods in an orderly and professional manner. In no event shall the Consultant be authorized on behalf of the School District to: (1) enter into any agreements; (2) waive any provisions of any agreements or receive or accept notice on behalf of the School District; (3) authorize any payments or accept or approve any documents, work, services, goods, or materials on behalf of the School District, or (4) act as or be an agent or employee of the School District.

1.9 The Consultant may designate and subcontract with subconsultants with the School District's prior written consent. The Consultant shall not subcontract with a subconsultant to which the School District has a reasonable objection. The Consultant shall incorporate the provisions of this Agreement and a scope of services consistent with its Services into its subcontracts, if any. Any subcontracting of any of the Services shall not relieve the Consultant from its responsibilities under this Agreement.

**ARTICLE 2
ADDITIONAL SERVICES**

2.1 Additional Services, and any other services involving compensation beyond the Consultant's Fee, shall be provided if authorized in writing by the School District. The School District shall pay for Additional Services only to the extent not caused by the errors, omissions, malfeasance, or negligence of the Consultant.

2.2 The Consultant shall not move forward in rendering Additional Services without the written permission of the School District. The Consultant shall

Management Support

notify the School District prior to providing any Services requiring an adjustment in the Consultant's Fee. Failure to provide such timely written notice before providing such Services shall be a waiver of any right to payment for Additional Services. If requested by the School District in writing, the Consultant shall proceed with such Additional Services even if the parties have not yet agreed to a change in compensation. If the School District deems that all or a part of such Additional Services are not required, the School District shall give prompt written notice to the Consultant, and the Consultant shall have no obligation to provide, and the School District shall have no obligation to compensate the Consultant for those Services.

ARTICLE 3
SCHOOL DISTRICT'S RESPONSIBILITIES

3.1 To the extent not already provided, the School District shall provide full information regarding requirements for and limitations on the Services, including the School District's objectives, schedule, constraints, and criteria, and will respond to any questions from the Consultant regarding such information.

3.2 The School District shall pay the Consultant the Consultant's Fee specified on the cover page, in accordance with Article 9, for the Consultant's proper performance of the Services.

ARTICLE 4
USE OF CONSULTANT'S
INSTRUMENTS OF SERVICE

4.1 Any documents, reports, information, data, drawings, specifications, maps, models, photographs, studies, and/or other work product, including those in electronic form, prepared (whether completed or partial) by the Consultant and its subconsultants, if any, as a part of the Services are the Instruments of Service. The Instruments of Service shall become the joint property of the School District and Consultant and, unless otherwise provided, the Consultant shall be deemed the author of these Instruments of Service and shall retain all common law, statutory, and other reserved rights, including the copyright, to the extent not modified herein. To the extent necessary, the Consultant grants to the School District a non-exclusive license to use and reproduce at no additional cost the Instruments of Service for purposes of constructing, completing, using, maintaining, renovating, and/or adding to the Services. Reproducible copies of the Instruments of Service may be retained by the School District and the School District is entitled to make and retain copies and reproduce them for its own use.

4.2 Submission or distribution of Instruments of Service to meet official regulatory requirements or for

similar purposes in connection with the Project are not to be construed as publication in derogation of the either parties' reserved rights.

4.3 Upon request by the School District, the Consultant shall provide electronic copies of its Instruments of Service, including AutoCAD, Word, Excel and similar files to the School District as part of Services.

ARTICLE 5
DISPUTE RESOLUTION

5.1 Any claim, dispute, or other matter in question between the School District and the Consultant, including Consultant's subconsultants, arising out of or related to this Agreement ("Disputes"), shall be exclusively subject to the following alternative dispute resolution procedure in an effort to reduce the incidence and costs of extended Disputes and as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver signed by the School District and the Consultant.

5.2 The School District and Consultant shall endeavor to resolve Disputes through good-faith negotiation. If negotiations are not successful, each party shall continue to perform its obligations under this Agreement and the School District and Consultant shall endeavor to resolve such Disputes by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Washington Uniform Mediation Act and the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be filed in writing with the other party to this Agreement. If the parties are unable to select a mutually acceptable mediator within *thirty (30) days* of the request for mediation, the request may then be filed with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings.

5.3 A principal of the Consultant and the Superintendent or designee of the School District, both having full authority to settle the Dispute, must attend the mediation session. To the extent there are other parties in interest, such as subconsultants, contractors, subcontractors, and suppliers, their representatives, each with full authority to settle all pending disputes or claims, shall also be encouraged to attend the mediation session.

5.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Seattle, Washington, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

STANWOOD-CAMANO SCHOOL DISTRICT

Agreement between School District and Professional Services Consultant

Management Support

5.5 The Consultant and the School District mutually waive punitive and consequential damages, including, without limitation, all such damages due to either party's termination. This waiver does not, however, limit a party's ability to recover third-party damages caused by the other party.

ARTICLE 6

TERMINATION AND SUSPENSION

6.1 Suspension: If any undisputed amount remains due and owing after a period of *sixty (60) days* from the date the Consultant submits an invoice, the Consultant may cease performing Services until all undisputed monies due are paid in full. The Consultant will not incur any liability for damages due to delay as a result of stopping performance of Services due to the School District's failure to pay undisputed amounts for Services rendered.

6.2 Termination by the School District: The School District may, at its sole discretion, terminate all or a portion of the Services not then properly performed under this Agreement at any time with or without cause upon written notice to Consultant. All Instruments of Service shall thereupon become the property of the School District, and the School District shall indemnify and hold harmless the Consultant, its agents and employees, from any claims arising from the School District's subsequent use of the Instruments of Service after termination.

6.3 Compensation: In the event of a termination without cause, the School District shall be liable to the Consultant only for Services properly completed prior to termination; this compensation shall not exceed the percentage of total Services properly completed at the time of termination multiplied by the Consultant's Fee.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be governed by the internal law of the State of Washington, without regard to its choice-of-law provisions.

7.2 The School District and Consultant waive all rights against each other and against the contractors, subconsultants, agents, and employees of the other for damages, to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the Contract for Construction. The School District and Consultant each shall require similar waivers from their contractors, subconsultants, agents, and employees.

7.3 The School District and Consultant bind themselves, and their partners, successors, assigns, and legal

representatives, to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the School District nor the Consultant shall assign this Agreement without the written consent of the other.

7.4 This Agreement represents the entire and integrated agreement between the School District and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the School District and the Consultant.

7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the School District or the Consultant.

7.6 The Consultant's Services shall be performed in accordance with generally accepted standards of professional practice, any applicable statutory or regulatory standards, and the terms and conditions of the Agreement. The Consultant shall be solely responsible for the safety of its own personnel, equipment, agents, independent contractors, and subconsultants, and shall be solely responsible for public health, safety, and welfare related to or arising from its acts or omissions at the site. The Consultant understands and agrees that it shall abide by all federal, State, and local laws and requirements, including without limitation those related to worker and site safety laws and regulations.

7.7 The School District reserves the right to contract with other consultants, contractors, subcontractors, and suppliers for services.

7.8 The Consultant certifies that it, and its employees and subconsultants, as applicable, are not prohibited from working at a public school site or from having unsupervised contact with children during the course of their employment and have not pled guilty to nor been convicted of any of the crimes listed in RCW 28A.400.322. Pursuant to RCW 28A.400.303, the Consultant and its employees and subconsultants providing Services who will have unsupervised access to children are required to have successfully completed a background record check through the Washington State Patrol Criminal Identification System and through the Federal Bureau of Investigation in accordance with RCW 43.43.830 through .834, RCW 10.97.30 and RCW 10.97.50. The Consultant shall provide the School District with the background check results prior to such individuals performing Services on site. Failure to comply with this Section shall be grounds for the immediate termination of this Agreement for cause.

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7.9 To the extent required by applicable law and as requested by the School District, the Consultant shall comply, and shall assist the School District in complying, with the Washington Public Records Act, Chapter 42.56 RCW. In addition, the Consultant agrees, on behalf of itself and its subconsultants of any tier, that the invocation of any rights under RCW 42.56 by the Consultant or a subconsultant of any tier at any time shall initiate an equivalent right to disclosures from the Consultant and Subcontractors of any tier for the benefit of the School District.

7.10 The Consultant shall comply with all applicable provisions of Chapter 49.60 RCW, the Law Against Discrimination, and shall not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; the Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

7.11 Certification Regarding Debarment: The Consultant certifies that neither the Consultant nor any of its principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts, by any Federal governmental agency or department. For the purposes of this certification, "principals" refers to the officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity. The Consultant shall provide immediate written notice to the School District if, at any time during the term of this Agreement, the Consultant learns that its certification was erroneous when made or has become erroneous by reason of a changed circumstance. The Consultant's certification is a material representation upon which the School District has relied in entering into this Agreement. Should the School District determine, at any time during the term of this Agreement, that this certification is false, or should it become false due to changed circumstances, the School District may immediately terminate this Agreement for cause.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

8.1 **INSURANCE:** The Consultant shall, at its sole cost and expense, secure and maintain at least the insurance types and limits identified on the cover page, on an occurrence basis, to protect the School District, its successors, assigns, and the respective directors, employees, and agents of each of the foregoing (such as by naming them as additional insureds), from and against any and all

claims, losses, harm, costs, liabilities, damages, and expenses arising from the Consultant's Services.

8.1.1 The Consultant shall maintain professional liability insurance (errors and omissions) from the Effective Date through *six (6) years* after the Date of Completion, with limits of at least those identified on the cover page, for claims that may result in any way from Consultant's negligent performance of its obligations under this Agreement.

8.1.2 All such insurance shall be placed with insurers and under such forms and limits of policies as may be reasonably acceptable to the School District. Within *ten (10) days* of execution of this Agreement and annually thereafter, the Consultant shall deliver to the School District certificates of insurance (including renewal or replacement certificates), bearing all required endorsements, acceptable to the School District and signed by the insurer or its authorized representative, certifying that the policies are in full force and effect. The policies shall not be canceled or materially changed without the Consultant providing the School District with at least *thirty (30) days'* prior notice of such cancellation or change. The School District, and any additional parties identified on the cover page, shall be named as additional insureds on all applicable policies. The foregoing requirements as to insurance and acceptability to the School District of insurers and insurance to be maintained by the Consultant shall not in any manner limit or qualify the liabilities or obligations assumed by the Consultant under this Agreement.

8.2 **INDEMNIFICATION:** The Consultant hereby releases and agrees to defend, indemnify, and hold the School District, its successors and assigns, and the School District's Board, directors, officers, agents, and employees of each of the foregoing ("Indemnified Parties") harmless, from and against: (1) any and all claims of third parties; and (2) losses, harm, costs, liabilities, damages, and expenses arising or resulting from such claims of third parties, including attorneys' fees, costs, and others litigation expenses ("damages"), to the extent arising out of or in connection with any willful misfeasance, bad faith, or negligence in, or reckless disregard of: (i) the performance of the Services by, (ii) the obligations of, or (iii) the acts or omissions of the Consultant or any of its subconsultants of any tier, their respective successors and assigns, the directors, officers, employees, and agents of each of them, or anyone acting on the Consultant's behalf in connection with this Agreement or its performance (the "Indemnifying Parties"); PROVIDED, however, that the Consultant is not required to so defend, indemnify, or hold harmless any of the Indemnified Parties against claims or damages caused by or resulting from the sole negligence of the Indemnified Parties; and PROVIDED FURTHER that if such claims or damages are caused by or result from the concurrent

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negligence of the Indemnified Parties and the Indemnifying Parties then the Consultant's defense, indemnity, and hold harmless obligations hereunder shall be limited to the proportionate extent of the negligence of the Indemnifying Parties.

Consultant is entitled to payment as provided in this Agreement. Amounts unpaid sixty (60) days after the invoice receipt date shall bear interest at the Bank of America Prime Rate plus 2%.

8.2.1. In claims against any person or entity indemnified under this Section 8.2 by an employee of the Consultant, any of its subconsultants of any tier, anyone directly or indirectly employed by them or anyone for whose acts they are liable, the obligations under this Section 8.2 shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Consultant or a subconsultant under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Consultant expressly waives immunity as to the School District under Title 51 RCW, "Industrial Insurance."

9.1.1 Consultant's invoices shall include the description and value of Services completed during the previous month, the percent of Services completed through the previous month, and the balance of Services remaining. Invoices, including Reimbursable Expenses, shall be accompanied by receipts or records documenting those expenses. Invoices for Additional Services, as authorized under Article 2, shall be accompanied by supporting information, such as time sheets or invoices, as necessary to substantiate the Additional Services.

9.2 CLAIMS: If the Consultant believes that it is entitled to any additional compensation, such as payment for which the Consultant considers to be Additional Services, the Consultant shall timely notify the School District in writing of such claims for compensation as provided in Section 2.2. Failure of the Consultant to timely provide such written notification to the School District shall constitute a waiver of the Consultant's rights to seek additional compensation. In no event shall the Consultant have the right to seek such additional compensation from the School District after acceptance of final payment by Consultant for Services.

ARTICLE 9

PAYMENTS TO CONSULTANT

9.1 PROGRESS PAYMENTS ON ACCOUNT OF SERVICES: Progress payments are due and payable to the Consultant within thirty (30) days of receipt of the Consultant's invoice, provided that Consultant's invoice is received by the School District by the tenth (10th) of the month and provided that the

SCHOOL DISTRICT

By: _____
(Signature)

(Printed name)

(Title)

(Date)

(Purchase Order No.)

(Account Code)

CONSULTANT

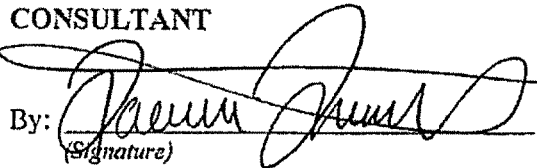
By: 
(Signature)
danielle clitzenberger
(Printed name)
Sales Manager
(Title)
07-01-2019
(Date)
91-1155365
(Social Security or Tax ID #)

EXHIBIT A
Scope of Services

Provide a venue for Stanwood HS Senior Prom
event 5/16/20.