



AGREEMENT FOR SERVICES

This Agreement for Services is entered into on Wednesday November 1, 2023 by and between Client (listed below) and Rachel's Challenge ("Company") of 12577 E Caley Ave., Centennial, CO 80111. This Agreement sets forth the terms and conditions under which Rachel's Challenge agrees to provide services to the Client.

Client: North Oldham Middle School (W2024) - KY
Client's Billing Address: 1801 South Highway 1793, Goshen, KY 40031

1. Description of Service

The Company agrees to provide Rachel's Challenge Event Programming to the Client in the form of the services listed below. Presenter for this program will be a Rachel's Challenge Certified Speaker. Services provided include:

RC Live Program - 1 to 3 live presentations (choose between Link Up! / Story / Challenge / Legacy) ∞ 1 "I Accept" Banner ∞ Friends of Rachel (FOR) Training, Materials, Coaching

Additional Services:

2. Compensation

Full compensation: \$ 3,600.00 Payment Terms: 40% Deposit, 60% PO Deposit Amount: \$ 1,440.00

Deposit and Purchase Order for the remaining balance due at the time of signing this Agreement. Payment for the remaining balance mailed upon delivery of the services provided hereunder. Travel and expenses included. All funds must be in U.S. Dollars. Make checks payable to: Rachel's Challenge (Tax ID 84-1557094), ATTN: Billing Department, 12577 E. Caley Ave., Centennial, CO 80111.

3. Terms of Agreement

Client has 30 days to sign and return this Agreement unless it is within 30 days of your event in which it is due immediately. No services will be scheduled without a signed Agreement.

Event Date(s): 1/26/2024

The services described herein will be rendered by Rachel's Challenge provided the aforementioned compensation has been paid and subject to the General Provisions of this Agreement.

4. Contract Documents

The contract documents consist of this Agreement for Services and the General Provisions. By signing this agreement the Client is bound by the terms and conditions of these two documents.

IN WITNESS WHEREOF, the Client and Rachel's Challenge have executed this Agreement on the day and year first written above. Any modifications to this Agreement for Services shall require the initials of all signed parties.

Rachel's Challenge
Signature: *Kristi Krings*
Printed Name: Kristi Krings
Title: Chief Executive Officer
Date: Wednesday November 1, 2023

North Oldham Middle School
Signature: *Kelly Wiedmeyer*
Printed Name: Kelly Wiedmeyer
Title: Superintendent
Date: 12 13 23

For all questions regarding this contract, please contact the Rachel's Challenge at customercare@rachelschallenge.org.

GENERAL PROVISIONS
(Agreement for Services)

1. The Company is an independent contractor, not an agent or employee of the Client, and has control over the services performed, the manner in which they are performed, and the assignment of the personnel performing the services unless specifically contracted otherwise herein. ***No dates for services will be confirmed, nor presenters assigned, by the Company prior to receipt of an executed Agreement for Services and the payment of any deposit specified therein.***
2. The Company will comply with all applicable state and federal laws with regard to nondiscrimination in employment; has completed a criminal background check and drug screening on all presenters; and is responsible for the filing and payment of all applicable local, state and federal taxes on amounts paid pursuant to this Agreement.
3. The Company is a non-political, non-religious, non-profit organization. Services provided to the Client and all related materials including, but not limited to; audio; video; images; Rachel's name, slogans, quotes, writings; posters; and any other related materials are owned by the Company and may not be recorded, duplicated or otherwise used outside the terms and conditions of this Agreement without the prior written consent of an authorized officer of the Company.
4. Final payment for services rendered herein are due in-full upon the completion of the services. The Client agrees to pay a 15% late fee on all outstanding balances which are 60 days or more past due.
5. This Agreement may be terminated by either party. When practicable, the Company requests a notice of cancellation at least 30-days prior to the scheduled service date. In the event of a termination of this Agreement the following apply:
 - a. Should the Agreement be terminated by the Company at any time, all monies remitted by the Client will be refunded in full.
 - b. Since the Company begins incurring cost upon the execution of the Agreement, should the Client terminate the Agreement for any reason, including weather or other emergencies out of the Client's control, deposits paid by the Client will be refunded per the following schedule: 0-30 days from scheduled service delivery date, 0% refund; 31-60 days out, 25% refund; 61-90 days out, 50% refund; and 91 or more days out, 75% refund.
 - c. In the event of a cancellation by the Client, the Client is responsible to pay any and all travel related expenses already incurred by the Company.
 - d. In the event of a last-minute weather or emergency-related postponement of services by the Client, the deposit is nonrefundable but will be credited toward a new date if the services are rescheduled within six months of the original contract date.
 - e. In the event of a last-minute weather or emergency-related postponement or reschedule by the Client, all new and/or additional travel expenses incurred because of the change in service delivery date are the responsibility of the Client.
6. The Company is not responsible for any claims, demands, suits, actions, payments and/or judgments brought against the Company or Client arising from actual or alleged personal injuries, property damage, emotional trauma, or any other claims, however caused, that may arise from the performance of the scheduled services.
7. The laws of the state of Colorado govern this Agreement. Any adjudication of this Agreement will be in the state of Colorado.
8. This Agreement for Services and General Provisions are the complete and final understanding between the parties and supersede any other agreements whether written or oral. Any modifications to this Agreement must be in writing and signed by both parties.

Initial: _____/ JR

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rachel's Challenge</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶ 501c3 non-profit corporation</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 12577 E. Caley Avenue</p> <p>6 City, state, and ZIP code Centennial, CO 80111</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
8	4	-	1	5	5	7	0	9	4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ <i>Kristi King</i></p>	<p>Date ▶ <i>11/10/23</i></p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.