

AGREEMENT FOR SERVICES

This Agreement for Services is entered into on Friday December 8, 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: South Oldham Middle School (W2024) - KY
Client's Billing Address: 6403 West Highway 146, Crestwood, Kentucky 40014

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:

- 1 - RC Live Program
1 - RC Live Community Event

Additional Services:

2. Compensation

Full compensation: \$ 4,600.00 Payment Terms: 40% Deposit, 60% PO Deposit Amount: \$ 1,840.00

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): 1/11/2024

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: Friday December 8, 2023

South Oldham Middle School
Signature: Austin Hunsaker, Jason Radford
Printed Name: Austin Hunsaker, Jason Radford
Title: Principal, Superintendent
Date: Dec 13, 2023, 12.15.23

For all questions regarding this contract, please contact the Rachel's Challenge at customercare@rachelchallenge.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: APH / JR
APH