



TERMS AND CONDITIONS to Proposal

Independent Contractor: The parties agree that Mustang is an independent contractor in the performance of the services and is not an employee of El Camino Real Charter High School. El Camino Real Charter High School shall take no deductions from any compensation paid to Mustang for taxes or related payroll deductions, and Mustang agrees to file all such forms and pay all such taxes as may be required by virtue of Mustang's status as an independent contractor. El Camino Real Charter High School shall carry no workers' compensation, health, accident or disability insurance to cover Mustang or its personnel.

Confidentiality: Mustang agrees to keep confidential and not to disclose or make any unauthorized use of any trade secrets, confidential information, knowledge, data or other information of El Camino Real Charter High School.

Term and Termination: This agreement shall commence when signed. Either party may terminate this agreement by delivering written notice at least thirty (30) calendar days in advance of the desired termination date. If either party defaults in the performance of any material provision of this agreement, the non-defaulting party may terminate this agreement upon notice thereof.

Agents: Mustang shall be permitted to engage and/or use third parties or other service providers as independent contractors or otherwise in connection with the services. Notwithstanding, Mustang shall remain fully responsible for such agents' compliance with the various terms and conditions of this agreement. Unless El Camino Real Charter High School agrees in writing to any fees or costs associated with such third parties or providers, all such fees and costs shall be borne solely by Mustang.

Force Majeure: Neither party shall be liable for its failure to perform under this agreement to the extent the non-performance is caused by events or conditions beyond that party's control, or provided that party gives prompt notice to the other party and makes all reasonable efforts to perform.

Indemnification and Liability: The parties agree to indemnify and hold one another harmless from claims and liabilities (including reasonable attorneys' fees) from any claims or damages resulting directly or





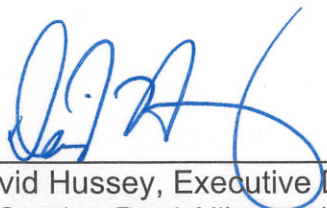
indirectly from the intentional or negligent acts or omissions of the other party.

In the event legal action is necessary to interpret or enforce the terms of the agreement between the parties, the prevailing party shall be entitled to reasonable attorney's fees and costs.

We look forward to working with you. Please contact Dianne McKay with any inquiries related to this proposal.

Dianne B. McKay, President
Mustang Marketing

Date: _____



David Hussey, Executive Director
El Camino Real Alliance dba
El Camino Real Charter High School

Date: JUNE 21, 2020





BILLING INFORMATION

Company Information

Company

Name: EL CAMINO REAL CHARTER HIGH SCHOOL

Address:

5440 VAUGHN CIRCLE BLVD.

City: WOODLAND HILLS

State: CA

Zip: 91367

Main Company Telephone

Number: 818 595-7500

Who do you want named on all invoices?

Title: BUSINESS OFFICE

Email: OURBILL@ecrchs.net

Direct Line: 818-595-8019

Cell: _____

Would you like any additional contacts to be cc'd on email invoices?

Contact Name: _____

Email: _____

Do you require invoice purchase order numbers?

☒ Yes

☐ No

Please note:

Remit all payments to:

Mustang Marketing 3135 Old Conejo Rd., Thousand Oaks, CA 91320

Mustang Marketing requires a 50% deposit on all new projects before the start of work. This total does not include printing, tax shipping or delivery charges.

Invoices are Net 30 and subject to a service charge of 1.5% per month if past due.

