LAKEWOOD CITY SCHOOL DISTRICT BOARD OF EDUCATION
STANDARD CONTRACT ADDENDUM

_____ ("Vendor") and the Lakewood City School District Board of Education ("District") (collectively, "Parties") agree to the terms of this addendum to the attached [__] Contract; [__] Purchase Order; [__] Invoice dated _____ (selection to be referred to herein as the "Agreement"). This Addendum shall insert terms and conditions in the Agreement and shall be incorporated thereto. Where the terms of this Addendum conflict with the terms of the Agreement and/or any prior agreement, these terms shall take precedence.

The Parties agree as follows:

1. **Independent Contractor.** Vendor acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of the District. Vendor further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under the Agreement shall be considered employees of the District with respect to any federal, state or local laws. Vendor shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of Vendor' service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under the Agreement. The provisions of the Section shall survive termination of the Agreement.

2. **Insurance.** Vendor will obtain and maintain in force, or require that its service providers, employees, agents, contractors, subcontractors, or assigns providing services under the Agreement, obtain and maintain in force during the full term of the Agreement, and any renewals or extensions thereof, the following insurance coverages:

    a. Comprehensive General Liability Insurance in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate.
    b. Workers' Compensation Insurance including Employer's Liability and Automobile Liability Insurance in accordance with minimum requirements for employers in the State of Ohio.
    c. Professional liability Insurance in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate.

    Vendor will name the District as an additional insured on all such policies of insurance, subject to the same coverages and limitations as the Vendor. The Vendor's insurance shall be the primary coverage. Vendor shall furnish evidence of such insurance to the District upon request. Any cancellation of such coverage(s) shall be communicated to the District at least 30 days in advance of cancellation.

    No provision or clause of the Agreement that purports to act as a waiver of subrogation shall be effective or enforceable against the District.

3. **Assignment.** The Agreement may not be assigned, transferred, or subcontracted to any other party without the express written consent of the non-assigning Party. Any transfer, assignment

or subcontracting of the Agreement does not relieve the transferring Party of any liabilities in the Agreement unless the non-transferring Party gives its express written consent.

4. **Indemnification.** Vendor agrees that it will at all times during the term of the Agreement indemnify, defend, and hold harmless the District, its members, officers, employees, instructors, agents, insurers, and assigns from all present and future losses, injuries or damages arising from Vendor's performance of, and/or rendering of services pursuant to, the Agreement, including payment of reasonable attorney fees and costs in the defense of any claim made by a third person.

   Vendor shall further indemnify, defend and hold harmless the District, its members, officers, employees, instructors, agents, insurers, and assigns from, and pay for, any and all charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions and/or any other governmental charges or taxes required to be paid on behalf of any of Vendor' service providers, employees, agents, contractors, subcontractors, or assigns.

   No provision or clause of the Agreement that purports or otherwise acts to impose indemnity obligations upon the District shall be effective or enforceable against the District.

   The Vendor's failure to obtain the required insurance coverage(s) set forth in Section 2 of this Addendum shall not relieve the Vendor of these indemnification obligations. The provisions of this Section shall survive termination of the Agreement.

5. **Choice of Law.** The Agreement shall be interpreted under the laws of the State of Ohio, and, in the event of any controversy or claim arising out of or relating to the Agreement, the Parties shall submit to the exclusive jurisdiction of and venue in the Cuyahoga County Court of Common Pleas, or the United States Federal District Court for the Northern District of Ohio, and their respective appellate courts. No provision or clause of the Agreement that purports to require the District to submit disputes arising under the Agreement to arbitration shall be effective or enforceable against the District.

VENDOR	**LAKEWOOD CITY SCHOOL DISTRICT BOARD OF EDUCATION**
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date: _____