

MEDFORD SCHOOL DISTRICT 549c
Agreement for Professional Services

Medford School District 549c, hereafter referred to as OWNER/AGENCY, and _____, hereafter referred to as CONTRACTOR (collective the "Parties"), agree to the following terms and conditions for the purpose of rendering the following services.

WITNESSETH:

1. Services

2. Contract Price and Contract Documents

The CONTRACTOR, in consideration of the sum bid for the _____ services by _____ in response to _____, hereby agrees to provide all services described and reasonably inferred from the contract documents.

- a. Certificate of Insurance naming OWNER/AGENCY as additional insured must be provided to OWNER/AGENCY before work can begin.

3. Representatives

- a. OWNER/AGENCY'S representative: Unless otherwise specified in the contract documents, the OWNER designates _____, as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to performance, payment, authorization and to carry out the responsibilities of the OWNER.
- b. CONTRACTOR'S representative: The CONTRACTOR designates _____ to act on its behalf as its Authorized Representative.

4. Contract Dates:

5. Certification:

Prior to payment for services rendered, CONTRACTOR certifies:

- a. The services provided are not supervised by AGENCY, and the only demand on time is faithful performance and delivery of described services by specified deadline.
- b. I am ___ am not ___ licensed by the State or other political subdivisions to provide similar services for other customers. My license number is _____. My Federal Tax ID number is _____.

6. Other Provisions

- a. CONTRACTOR agrees to indemnify and hold harmless OWNER/AGENCY for any damages, expenses, costs and disbursements and attorney's fees incurred by OWNER/AGENCY as a result of CONTRACTOR'S actions.

- b. INSURANCE REQUIRED OF THE CONTRACTOR: The CONTRACTOR shall provide Medford School District General Liability Insurance listing Medford School District as "Additional Insured" per the attached Insurance Provisions.

7. Conditions Concerning Liens and Drug Testing

The CONTRACTOR shall:

- a. Not permit any lien or claim to be filed or prosecuted against the OWNER/AGENCY, on account of any labor or material furnished.
- b. Demonstrate that an employee drug-testing program is in place.

8. Integration

THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

THERE ARE NO OTHER UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Contracts that are submitted via Email with Contractor signatures will be considered a valid and binding contract.

In witness whereof, the OWNER/AGENCY executes this Agreement and the CONTRACTOR does execute the same as the day and year of this Agreement first above written.

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR FEDERAL ID #: _____

CONTRACTOR CCB #: _____

CONTRACTOR SIGNATURE: _____

OWNER/AGENCY AUTHORIZED SIGNATURE: _____ DATE: _____