

**Agreement for Transportation Services
For Summer Program Children**

This Agreement for Transportation Services for Summer Program Children (the "Agreement") is entered into by and between the Tupelo Public School District ("TPSD") and the Haven Acres Boys and Girls Club ("Contractor") as of the 5th day of June, 2014.

WITNESSETH:

WHEREAS, Contractor provides a summer educational program for children (the "Children") from approximately June 9, 2014 through July 18, 2014 Monday through Friday.

WHEREAS, Contractor desires that TPSD provide meals (breakfast and/or lunch) to the Children and transportation to and from said meals during the summer program, and

WHEREAS, TPSD possesses adequate facilities in which to provide said meals and buses and bus drivers by which to transport the Children,

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. TPSD will provide meals to the Children at TPSD facilities at no cost to Contractor so long as the cost of the meals is reimbursed to TPSD by the federal government. In the event that the federal reimbursement program is discontinued, or that federal funding is no longer available to TPSD for cost of the meals for the Children, then this agreement shall immediately terminate and neither party will owe any further obligation or duty to the other.
2. Contractor agrees to have the Children ready for loading the TPSD buses at a loading zone and at times mutually agreed upon in advance.
3. Contractor acknowledges that it has been provided with a copy of the TPSD Bus Discipline policies, has read and understood the same, and agrees to enforce said discipline policies at all times while the Children are riding TPSD buses. Contractor assumes full responsibility for the supervision of all of the Children riding TPSD buses, and acknowledges that TPSD will rely on Contractor to provide such supervision.
4. Contractor acknowledges and agrees that for the purposes and duration of this Agreement, its employees are not, will not be held out to be, and will not act as the agents or employees of TPSD.

5. Contractor represents that it is covered under a general liability insurance policy and that, for the purposes of this Agreement, it will cause TPSD to be named as an additional insured.
6. This Agreement will be effective from and after June 5, 2014, and upon its approval by the Tupelo Public School District Board of Trustees.
7. Contractor hereby agrees to indemnify and hold the Tupelo Public School District, its trustees, agents, representatives, administrators, and/or employees harmless from any and all claims, actions, causes of action, damages, loss and/or liability that may be incurred or result from the transportation of the Children. Contractor agrees to indemnify and defend the Tupelo Public School District, its staff, trustees, agents, administrators, agents and employees in the event of any litigation against it/them. Contractor agrees to reimburse TPSD for any attorney fees, costs or expenses incurred in defending any action based on alleged misconduct or activity of any employee of Contractor while engaged in the activities contemplated herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by officials duly authorized to do so.

TUPELO PUBLIC SCHOOL DISTRICT

By: _____
Dr. Gearl Loden, Superintendent

Date: _____

(Organization Name)

Haven Acres Boys and Girls Club

By: _____

Date: _____