

**Agreement for Transportation Service
For Summer Program Tupelo Parks and Recreation**

This agreement for Transportation Services for Summer Program Tupelo Parks and Recreation (the "Agreement") is entered into by and between the Tupelo Public School District ("TPSD") and the Tupelo Parks and Recreation ("Contractor") as of the _____ 8th day of May, 2015.

WITNESSETH:

WHEREAS, Contractor provides a summer educational program for children (the "Children") from approximately June 1, 2015, through July 17, 2015, and

WHEREAS, Contractor desires that TPSD provide a TPSD school bus to transport the Children to and from various field trips during summer program, and

WHEREAS, Contractor agrees to provide a state and federally certified school bus driver to transport the Children, and

WHEREAS, Contractors agrees to provide and/ or pay for fuel for the operation of the school bus, and

WHEREAS, TPSD possesses a school bus 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 a school bus to transport the Children to various local and out of state field trips at a cost to Contractor so long as Contractor complies fully with the terms and conditions contained in this Agreement for Transportation Service. In the event that Contractor breaches any of the terms and/ or conditions of this Agreement, it shall immediately terminate and neither party will owe any further obligation or duty to the other.
2. Contractor acknowledges that is has been provided with a copy of the TPSD Bus Policies that it has read and understood the same, and Contractor hereby agrees to enforce said policies at all times while the Children are riding TPSD buses. Contractor assumes full responsibility for the supervision of all Children riding TPSD buses, and acknowledges that TPSD will rely on Contractor to provide such supervision.
3. 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.

4. Contractor represents that it is covered under general liability insurance policy And that, for the purposes of this Agreement, it will cause TPSD to be named as an additional insured. Contractor shall provide TPSD with a certificate of insurance showing both coverage and TPSD as an additional insurer.
5. This Agreement will be effective from and after June 1, 2015, and upon its approval by the Tupelo Public School District Board of Trustees. This agreement will become null and void if it is not ratified by the TPSD Board of Trustees at its next regular meeting.
6. 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 bases on alleged misconduct or activity of any employees 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: _____
Gearl Loden, Superintendent

Date

TUPELO PARKS AND RECREATION/ SUMMER PROGRAM

By:  _____
Alex Farned, Director

5/8/15
Date