

School Services Agreement



THIS AGREEMENT is made on April 19th, 2017
BETWEEN

1. **Liberty Common School, 1725 Sharp Pointe Drive, Fort Collins, CO 80525** ("the Administrator") and
2. **Wholesome Food Services, LLC** (the "Service Provider"),

collectively referred to as the "Parties".

The Administrator wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Administrator on the terms and conditions of this Agreement.

1. Key Terms

1.1 Services

The duties and description of services to be performed by the Parties are set forth in Exhibit A that is attached and made part of this Agreement. Exhibit A may be amended from time to time by mutual agreement in writing for services to be performed by the Parties.

1.2 Delivery of the Services

The Service Provider shall commence the provision of the Services beginning sometime in either August or September, 2017.

1.3 Site

The Service Provider shall provide the Services at the following "Site":
www.wholesomefoodservices.com.

1.4 Pricing

- ~~a. Pricing for lunches is a la carte and will be decided at the discretion of the Service Provider.~~
- b. 1% of gross revenue earned from school lunches will be donated back to the Administrator.

1.5 Payment

- a. Parents and faculty are responsible for payment of services for their individual orders with a credit card or PayPal via the Site.
- b. School Donation payment will be delivered to the not for profit Administrator on a quarterly basis. The 501(c)(3) employer identification number with verification of 501(c)(3) status is required initially.

1.6 Ordering

- a. Orders must be placed by the order deadline.
- b. Orders can also be placed up to two months in advance unless modifications to the menu or site are in progress.
- c. Orders may not be canceled after the order deadline with the exception an 8am cancellation due to illness.

School Services Agreement



- d. Orders may be cancelled by the school for weather events or other school closure reasons if WFS is notified by 6 am.

2. General terms

2.1 Term and Termination

- a. This Agreement shall be effective on the date hereof and be automatically renewed, unless terminated sooner in accordance with Clause 2.1(c),
- b. The administrator will be provided written notice of changes to this Agreement which will be considered part of the original agreement
- c. Either Party may terminate this Agreement upon notice in writing if:
 - i. the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or
 - ii. upon written notice 60 days in advance of termination date

2.2 Indemnification

The Administrator agrees to indemnify, defend and hold The Service Provider harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the Administrator, representatives, or agents, which arises directly or indirectly from any act or omission by the Administrator, or from any willful misconduct or gross negligence by the Administrator, subcontractors or agents in connection with the Services provided to students and staff under and pursuant to this Agreement.

The Service Provider agrees to indemnify, defend and hold The Administrator harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the Service Provider, representatives, or agents, which arises directly or indirectly from any act or omission by the Service Provider, or from any willful misconduct or gross negligence by the Service Provider, subcontractors or agents in connection with the Services provided to students and staff under and pursuant to this Agreement.

2.3 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is ~~disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature.~~ This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.4 Miscellaneous

- a. Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- b. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute.
- c. This Agreement shall be governed by the laws of the state of Colorado.

School Services Agreement



AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

Authorized Signature

Printed Name and Title

DATE _____

for and on behalf of
Wholesome Food Services, LLC

Beverly Hanawalt

Authorized Signature

Beverly Hanawalt, Office Manager

Printed Name and Title

DATE 4-19-17

for and on behalf of
Liberty Common School

Exhibit A

Description of Services

1. Service Provider will provide online ordering and payment system for school lunches.
2. Service Provider will work directly with food vendors to create lunch menus and coordinate delivery.
3. Service Provider will be the sole contact with food vendors.
4. Service Provider will ensure that lunch details will be available for reports and/or labels with name, teacher name, lunch period, grade and contents.
5. Service Provider will provide online access for school administrator (s) to view complete order history, reporting functions and school lunch calendar editing.
6. Service Provider will offer WFS fundraisers at the Administrator's option.
7. Service Provider may offer special occasional options to the menu.
8. Service Provider may include special items with the food packaging such as gift certificates, coupons and giveaways.
9. Service Provider agrees to administer payments and credits and pay credit card fees.
10. Service Provider and the Administrator agree to maintain consistent communication and provide the highest possible level of customer service to mutually satisfy and delight parents, students and staff.
11. Administrator agrees to comply with all local health department regulations for food distribution.
12. Administrator agrees to communicate and promote the WFS program and FAQs to students, parents and staff.
13. Administrator agrees to provide a link to the WFS website on their home or school lunch page.
14. Administrator agrees to provide 30 days notice to change menus or lunch partners.
15. Administrator agrees to notify Service Provider on snow days by 6:00 am. The Service Provider will credit the parent/staff's lunch account for the lunch ordered for that day.
16. Administrator agrees to update and maintain the School Calendar information on the online WFS Lunch Calendar. Field Trips and other Class Events that affect lunch ordering must be posted a minimum of a week in advance so that the parents/staff are aware that orders should not be placed on days that students are not present. Schools will make a best effort to notify parents well in advance of school trips and events.

17. Administrator agrees to read and understand the FAQs on the WFS website.
18. Administrator agrees to pick up orders or order additional meals prior to the 1:00 deadline the day prior to delivery if orders fall below minimums required by individual partners (30 meals). Alternatively, meals cannot be delivered and partner will be removed from the lunch schedule.
19. ~~Administrator~~ agrees to provide warmers or thermal bags to transfer the hot food to if the timing of lunch periods require it. *Wholesome Foods or vendor will provide*
20. Administrator will provide adequate volunteers so that distribution is organized and lunches will be properly allocated to correct person. Items distributed incorrectly or missing due to volunteer error will be refunded with a deduction from WFS donation to school.
21. Administrator agrees to notify WFS if partners fail to arrive by the scheduled delivery time.
22. Administrator agrees to notify WFS immediately if any items are missing.