

**SUMMIT ACADEMY, INC**

Requisition/PO Number

1225 E 13200 S, Draper UT 84020

Originator

**PERFORMANCE AGREEMENT**

Site Admin. Approval

Date

This agreement is made and entered into, by and between the Summit Academy Inc, hereinafter called the "Charter", and

Contractor/Vendor		Mailing Address		Phone Number
City	State	Zip Code	Contact Person	Email

hereinafter referred to as "Contractor."

**1 SERVICE TO BE PROVIDED BY THE CONTRACTOR:**

Specify type of work to be performed, documents to be produced, location of presentations, School/Dept, participants, etc.

**2 PERIOD COVERED BY THIS AGREEMENT:**

From: To:

**3 COMPENSATION:**

Charter agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement

Funding Source:

**4 THE WORK**

Contractor (If applicable) will provide all labor, materials, equipment required to complete the work described in Contractor's estimate or bid to perform work requested by the Charter. The Work will include all labor, equipment, materials, facilities, technology, supervision, and services that are reasonably inferable from the Work, customarily performed and provided by highly skilled contractors as part of the proper performance of the Work; necessary for the successful, timely, and safe completion of the Work; necessary to perform the Work in compliance with applicable safety rules, laws, and regulations; and necessary to fulfill the obligations, guarantees, representations, and warranties set forth in this Contract.

**5 INDEMNIFICATION:**

The Work performed by Contractor will be at the risk of the Contractor exclusively. To the fullest extent permitted by law and at its own expense, Contractor will indemnify and hold harmless Charter from and against any claim, loss, or damage, including reasonable attorney's fees, costs, and expert costs, that arise from or are in any way connected with Service Provider's Work under this Contract, including losses that arise as a result of Service Provider's defective or substandard work. Contractor further agrees to indemnify and reimburse Charter for all sums paid by the Charter as a result of any breach of this Contractor.

**6 INSURANCE:**

Contractor shall obtain and maintain during the term of this Agreement a General Liability policy

providing coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage in a form mutually acceptable to both parties to protect Consultant and Charter against liability or claims of liability which may arise out of this Agreement. The Contractor agrees to name Charter as additional insured. Within five days of the effective date of this Agreement, the Contractor shall provide to the Charter a Certificate of Insurance evidencing the required insurance coverage.

Workers' Compensation Insurance – Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under Workers' Compensation is filed against Charter by a bona fide employee of the Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the Charter from such claim.

Additional Insureds and Policy Exhaustion- All insurance coverage required by this Contract, including the status of any additional insureds, will be "primary" and the Parties hereby expressly agree that the insurance required by this Contract may not seek contribution for any insurance available to any upstream parties. Any applicable insurance carried by upstream parties is hereby expressly agreed as being excess, secondary, and non-contributing to the insurance policies required by this Contract. The CGL policy required by this Contract must be endorsed to provide such primary coverage. All additional insured coverage contemplated or required by this Contract must include both ongoing Work and completed operations coverage, and must be for a period of time equal to the fullest extent allowed by statute.

Certificates of Insurance- Before beginning any Work, Contractor must provide to Charter a Certificate of Insurance evidencing that the Contractor has obtained the insurance coverages required by this Contract and that the minimum limits have been secured by the Contractor must also provide to the Charter prior to beginning any Work, a copy of the additional insured endorsements required by this Contract.

**7 SCHOOL SAFETY, AND BACKGROUND INVESTIGATION REQUIREMENTS:**

Contractor agrees to check in at each campus front office to check in with our STOP N CHECK visitor software.

This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with Charter pupils or if Contractor and/or its employees will be supervised at all

times by Charter employees. Site administrator is waiving this requirement\_\_\_\_\_.

**8 EMPLOYMENT WITH PUBLIC AGENCY:**

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

**9 WARRANTY OF AUTHORITY:**

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

**CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Taxpayer ID Number

\_\_\_\_\_  
Phone Number

**SUMMIT ACADEMY INC (Charter)**

\_\_\_\_\_  
Authorized by Director, or Business Administrator

\_\_\_\_\_  
Print Name, Title