

PENINSULA YOUTH THEATRE SERVICE AGREEMENT

This contract is dated for identification September 18, 2018, and is made by and between PENINSULA YOUTH THEATRE, a nonprofit 501(c)3 organization, whose address is 2500 Old Middlefield Way, Mountain View, CA 94043, (650)988-8798, (hereinafter "PYT") and BENJAMIN BUBB SCHOOL, , whose address is 525 Hans Avenue, Mountain View, CA 94040, (hereinafter "SCHOOL").

RECITALS

- A. SCHOOL desires to retain the services of PYT to provide a lunch time theater program.
- B. PYT is qualified to provide the theater program SCHOOL seeks.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, SCHOOL does hereby engage PYT, and PYT agrees, to perform the services set forth herein in accordance with the following terms and conditions:

- 1. **Description of Services.** PYT shall provide a lunch-time drama program that runs from 11:20 – 12:44pm. (1st graders have class from 11:20-11:40, 2nd-3rd graders have class from 11:50-12:14, 4th-5th graders have class from 12:20-12:44)

SCHOOL will be responsible for:

- Providing space for the agreed dates.
- Selecting 16 – 30 children to participate in each session.

- 2. **Schedule and Term.** The term for providing said services is September 24, 2018 – May 20, 2019. Specific dates are as follows:

9-24, 10-1, 10-15
10-22, 10-29, 11-5
11-19, 11-26, 12-3
12-10, 12-17, 1-14
1-28, 2-4, 2-11
2-25, 3-4, 3-11
3-25, 4-1, 4-8
4-15, 4-22, 4-29
5-6, 5-13, 5-20

- 3. **Compensation.** PYT will be paid \$110 per session (full class day)

4. **Payment Schedule.** The fee is payable in three installments:

\$550 due 11/2/18

\$1,100 due 2/15/19

\$1,320 due 5/10/19

5. **Fingerprint/Tuberculosis Clearance.** It is PYT's policy that employees and contractors that work directly with children must have fingerprint clearance from the Department of Justice and TB (tuberculosis) clearance from a medical facility.

6. **Insurance.** PYT maintains Commercial General Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence, placed with insurers with a current Best Rating of A:VII. SCHOOL is responsible for maintaining coverage for SCHOOL volunteers and facilities.

7. **Hold Harmless.** SCHOOL shall defend, indemnify and hold PYT, its officers, employees and agents harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise from PYT or PYT's contractors, subcontractors, agents or employees' operations under this agreement. SCHOOL shall cooperate reasonably in the defense of any action, and PYT shall employ competent counsel.

8. **Entire Agreement.** This agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this agreement, which are not fully expressed herein.

9. **Notices.** Any notice required to be given to PYT shall be deemed to be duly and properly given if mailed to PYT, postage prepaid, addressed to:

Caitlyn DeRouin, Outreach Director
Peninsula Youth Theatre
2500 Old Middlefield Way
Mountain View, CA 94043
(650) 988-8798x303

Or personally delivered to PYT at such address or at such other addresses as PYT may designate in writing to SCHOOL.

Any notice required to be given to SCHOOL shall be deemed to be duly and properly given if mailed to SCHOOL, postage prepaid, addressed to:

Benjamin Bubb School
525 Hans Avenue
Mountain View, CA 94040
650.526.3480

Or personally delivered to SCHOOL at such address or at such other addresses as SCHOOL may designate in writing to PYT.

IN WITNESS WHEREOF, this agreement is executed by PYT and SCHOOL.

APPROVED AS TO CONTENT:



Karen Simpson, Executive Director
Peninsula Youth Theatre

9/15/18

Date



SCHOOL Principal

9/18/18

Date

SCHOOL parent board (if applicable)

Date

Title