



P.O. Box 1952 Apple Valley, CA 92307
(760) 247-8727
Fax (760) 240-3594
www.ebmeyercharter.com

June 9, 2023

Encore Education Corporation
16955 Lemon St.
Hesperia, CA 92345

Ebmeyer Charter and Tour contracts with Encore Education Corporation (EEC) for six routes at \$800 per day, per route. Payment will be due on the first of each month following the month the work is performed. It shall be made in ten (10) equal payments of \$86,880, for a grand total of \$868,800. ****181 instructional days during the period August 2023 - May 2024**

Ebmeyer Charter and Tour will maintain clean and safe school buses for the duration of said contract, along with professionally trained and courteous certified drivers.

Ebmeyer Charter and Tour will provide ECC signage on the side of each school bus. In the case that a bus needs to be substituted, the replacement may read Ebmeyer Charter and Tour.

Ebmeyer Charter and Tour cannot be responsible for lateness due to extreme weather, traffic, or other acts of God. Any damage caused by any student attending EEC will be assessed to EEC.

As fuel can be very volatile, prices will remain the same unless costs rise above \$6.20 per gallon. In which case, a fuel surcharge percentage equal to the amount charged at the pump will apply.

INDEMNIFICATION: Ebmeyer Charter and Tour shall indemnify and hold harmless EEC, the Property Owner, all of EEC's employees, agents, students, and representatives against all loss, liability, cost expense, damage, and economic detriment of any kind whatsoever that arises out of or results from performance of the work but only to the extent caused in whole or in part by the acts or omissions of Ebmeyer Charter and Tour.

SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

INSURANCE

Ebmeyer Charter and Tour shall, at Ebmeyer Charter and Tour's sole expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Ebmeyer Charter and Tours fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows: \$2,000,000 per occurrence

B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Ebmeyer Charter and Tour from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage).

C. Commercial Auto Liability Insurance for all owned or hired automobiles with a \$5 million combined single limit.

D. Ebmeyer Charter and Tour, upon execution of this Contract and periodically thereafter upon request, shall furnish the EEC with certificates of insurance evidencing such coverage. The Commercial General Liability and Automobile Liability policy shall name EEC on all insurance policies.

Bruce W. Ebmeyer Date
President

Dr. Sabrina Bow Date
Executive Director

*Fuel surcharge: Surcharge will be adjusted according to price at pump. Ie... \$6.20 = 1%, \$6.40 = 2%, \$6.60 = 3%, \$6.80 = 4%, \$7.00 = 5%, \$7.20 = 6%, \$7.40 = 7%, \$7.60 = 8%. \$7.80 = 9%, \$8.00 = \$10%, etc.