



Contract for Services Contract term September 2024-May 2025

All Tied Up
7550 St. Patrick Way
#106
Dublin, Ca 94568
510-571-7999

Armand Carr, Founder/CEO
Eileen Gazaway, Executive Director

Date: August 27, 2024

All Tied Up Academy (ATU) is a nonprofit organization dedicated to empowering underrepresented young men and women through mentorship, education, and personal development. ATU offers workshops, podcast and leadership training that focus on building self-confidence, enhancing communication skills, and fostering a sense of community. Through partnerships with influential organizations and a commitment to youth empowerment, ATU helps shape future leaders who are confident in their voices and equipped to make a positive impact in their communities.

Term of Contract: This is a contract for services between **All Tied Up** and AIMS K-12, entered this 27th day of August 2024 for the period of September 2024-May 2025.

Hold Harmless and Indemnification

All Tied Up agrees to indemnify and hold harmless District, its officers, agents, employees and volunteers from any and all loss, costs and expense including legal fees, or other obligations or claims, arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability and damage to property, or any other loss, damage, injury or other claim of any kind or nature, arising out of the activities, omissions to act or negligence of All Tied Up (Vendor) and/or Vendor's officers, agents, independent contractors, subcontractors or affiliated entities and/or their employees, agents and representatives, whether such activities, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not.

All Tied Up further agrees to pay or cause to be paid for any and all damage, or loss or theft to the property of the District arising out of the performance of services, omissions to act, or negligence of All Tied Up (Vendor). District assumes no responsibility whatsoever for any property placed on the District premises. All Tied Up agrees to waive all rights of subrogation against District. Notwithstanding the foregoing, All Tied Up (Vendor) shall not be responsible for indemnification for claims or losses caused solely by the negligence of the District.

Insurance

All Tied Up covenants and agrees to provide general liability, automobile liability (if driving on District sites), products and completed operations, property damage and errors and omissions insurance in an

amount of not less than \$1 million per claim or occurrence. Proof of Workers' compensation coverage evidencing statutory limits and Employers' Liability limits evidencing not less than \$1 million. All Tied Up (Vendor) further agrees to provide all insurance coverage as required to conduct business with the District. All Tied Up (Vendor) agrees to provide the District with proof of insurance evidencing required insurance coverage at least 30 days prior to commencement of services under this Agreement and name the District as an additional insured on the general liability and automobile liability (if driving on District premises) coverage. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice to the District.

Limitation of Payments

Prices and amounts shown herein are the maximum amounts authorized for payment under this Agreement (excluding any handling/delivery charges unless specified herein).

Payment Terms

Net-30 days

Payments are due within 30 days from the date of the invoice. If payment is not received within this period, a late fee of 5% of the total invoice amount will be applied for each 15-day period past the due date until the balance is paid in full. Continued non-payment may result in the suspension of services and potential legal action to recover the outstanding amount.

Invoices

Invoices shall contain the following information: invoice number, description, fees and balances. Sales tax, where applicable, shall be shown separately. Handling/delivery charges shall be identified in accordance with the purchase order.

Warranty

All Tied Up "All Tied Up (Vendor)" agrees that all supplies, equipment, or services furnished under this Agreement shall be covered by the most favorable commercial warranties the All Tied Up (Vendor) provides any customer for such supplies, equipment, or service, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the District by any other provision of this Agreement.

Excusable Delays

All Tied Up shall be excused from performance hereunder during the same time and to the extent that they are prevented from obtaining, delivering, or performing by acts of God, fire, strike, lockout, or commandeering of materials products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault of the party not performing.

Independent Contractor

While providing the services ordered herein, All Tied Up shall be and act as an independent contractor. All Tied Up understands that no employment relationship is established by this contract for services. All Tied Up will not be considered officers, employees, agents, partners, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or with District employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

All Tied Up shall provide their own Worker's Compensation insurance and shall properly report all income in accordance with federal and state law.

Termination by District

All Tied Up understands that the District may terminate this Agreement at any time; however, termination must be for cause and must include written notice specifying the reasons for termination. All Tied Up will be compensated in full for all goods and services satisfactorily rendered up to the date of termination, as well as for any work in progress that cannot reasonably be halted. Written notice of termination shall be provided at least 15 days in advance and will only be deemed effective when received by All Tied Up.

Assignment of Purchase Order

All Tied Up shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, and duties, or obligations without the prior written consent of the District.

Compliance with Laws

All Tied Up shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations.

All Tied Up shall be in compliance with the Drug Free Workplace Act of 1988.

Certificates/Permits/Licenses

All Tied Up and all its employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of goods or services pursuant this Agreement.

No Rightist Third Parties

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

Limitation of District Liability

Other than as provided in the Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of our in connection with Agreement for the services performed in connection with the Agreement.

California Law

This Agreement shall be governed by and the rights, duties and obligations of the parties all be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

Waiver

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Severability

If any term, condition or provision of 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 and effect, and shall not be affected, impaired or invalidated in any way.

Scope of Services

All Tied Up Academy

Between AIMS College Prep High School and All Tied Up Academy

Effective Dates: September 2024 - May 2025

Parties Involved:

AIMS College Prep High School *and*
All Tied Up Academy (ATU)

Scope of Work:

1. Workshop Overview:

- Program: All Tied Up Podcast and Mentoring Workshops
- Frequency: Two one-hour workshops per month
- Duration: September 2024 through May 2025 (1st and 2nd Semesters)
- Total Workshops: 18 sessions plus a minimum of 3 field trips

2. Workshop Description:

The All Tied Up podcast workshop offers a hands-on learning experience, empowering students to use language as a tool for positive change. Participants will learn to create and publish podcast episodes. Through team-building, students will connect with peers sharing similar interests, encouraging collaboration and creativity. They will brainstorm and select podcast topics, honing their skills in personality, programming, and production.

3. Workshop Objectives:

- Intro to Podcasting: Familiarize students with podcasting.
- Teambuilding: Identify students with similar interests and create teams.
- Brainstorming and Choosing a Topic: Teams will work together to brainstorm podcast topics related to the following four core workshops:
 1. Mental Health
 2. Hygiene Health
 3. Financial Health
 4. Networking Health

4. Skills Taught:

- Honing Skills in:
 5. Personality
 6. Programming
 7. Production

5. Various Positions in Podcast Production:

1. Show Producer
2. Timekeeper
3. Filming Assistant
4. Board Operator
5. Host
6. Lighting Coordinator
7. Video Coordinator

6. Empowerment Objectives:

- Learn to use your voice responsibly
- Gain hands-on experience with podcasting equipment
- Work collaboratively in teams
- Develop better listening and communication skills
- Learn from and support each other

7. Project Outcome:

- Participants will create, publish, and promote 5-10 minute podcast episodes.
- Opportunity for students to interview esteemed community leaders including teachers, administrators, local activists, business professionals, and other inspiring figures.
- The school can expect at least one fully produced podcast each month, ready for distribution by the communications department, contingent on active student participation.

8. Additional Workshop Components:

- Student Mentoring and Enrichment Monthly Workshops
- Focus on:
 - Physical/Mental Health
 - Networking
 - Financial Literacy
- Activities include:
 - Self-empowerment exercises
 - Leadership development
 - Special Guests
- Students will have the opportunity to attend at least 3 field trips. AIMS College Prep High School is responsible for student transportation to and from field trips at their own expense. All Tied Up is not responsible for transportation fees or coordination.

9. Community Impact:

- ATU aims to develop, nurture, and sustain partnerships with businesses, community groups, educational institutions, and non-profit organizations.
- Goal: Enhance the community by providing practical support, creating a paradigm shift, and instituting positive change to improve lives.

10. Scheduling and Calendar:

- A detailed calendar of podcast schedules, guest lists, and field trips will be provided once the contract is solidified with confirmed dates.
- The schedule, guests, and field trips cannot be confirmed until the agreement is finalized by both All Tied Up and AIMS College Prep High School.
- Field trip dates are dependent on finalization by All Tied Up sponsoring companies.
- Guests are determined based on the podcast schedule and their availability.

Payment Terms:

Total Amount for Services: \$12,000

- \$6,000 per semester

Payment Schedule:

- First Semester Payment: Due upon execution of the agreement.

- Second Semester Payment: Due by January 15th, 2025.

Payment Instructions:

Check payable to: All Tied Up Academy

Address: 7550 St. Patrick Way #106, Dublin, CA 94568

EIN: 87-2619949

Signature Authority

All Tied Up has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of All Tied Up has been properly authorized and empowered to enter into this Agreement.

In Witness Whereof, All Tied Up hereto has executed this Agreement on the date indicated below.

All Tied Up (Vendor): All Tied up Academy

Date: 8/27/2024

Signed by: Eileen Gazaway

Print Name: Eileen Gazaway

Title: Executive Director

All Tied Up

7550 St. Patrick Way

#106

Dublin, Ca 94568

510-571-7999

alltieduppr@gmail.com

www.alltiedup.org

Non-profit

Employer Identification Number: 87-2619949



All Tied Up

7550 St. Patrick Way,

#106

Dublin, Ca 94568

INVOICE

#990202

Attention: Maya Woods-Cadiz

*AIMS College Prep K-12
High School Workshops (September 2024-December 2024)*

Date: August 27, 2024

Terms: **Check payable to All Tied Up** 7550 St, Patrick Way, #106
Dublin, Ca 94568

| Description | Cost |
|--|-----------------|
| <ul style="list-style-type: none"> • All Tied Up Podcast and Mentoring Workshops • Frequency: Two one-hour workshops per month • Duration: January 2025 through May 2025 2nd Semester | \$ 6,000 |
| Balance Due | \$ 6,000 |

Thank you for your business!

Questions contact: alltieduppr@gmail.com

510-571-7999





All Tied Up

7550 St. Patrick Way,

#106

Dublin, Ca 94568

INVOICE

#990201

Attention: Maya Woods-Cadiz

*AIMS College Prep K-12
High School Workshops (September 2024-December 2024)*

Date: August 27, 2024

Terms: **Check payable to All Tied Up** 7550 St, Patrick Way, #106
Dublin, Ca 94568

| Description | Cost |
|---|-----------------|
| <ul style="list-style-type: none"> • All Tied Up Podcast and Mentoring Workshops • Frequency: Two one-hour workshops per month • Duration: September 2024 through December 2024 1st Semester | \$ 6,000 |
| Balance Due | \$ 6,000 |

Thank you for your business!

Questions contact: alltieduppr@gmail.com

510-571-7999

Initial
EG



All Tied Up

7550 St. Patrick Way,

#106

Dublin, Ca 94568

INVOICE

#990200

Attention: Maya Woods-Cadiz

*AIMS College Prep K-12
High School Workshops (September 2024-2025)*

Date: August 27, 2024

Terms: **Check payable to All Tied Up** 7550 St, Patrick Way, #106
Dublin, Ca 94568

| Description | Cost |
|---|------------------|
| <ul style="list-style-type: none"> • All Tied Up Podcast and Mentoring Workshops • Frequency: Two one-hour workshops per month • Duration:September 2024 through May 2025 (1st and 2nd Semesters) • Total Workshops:18 sessions plus a minimum of 3 field trips | \$ 12,000 |
| Balance Due | \$ 12,000 |

Thank you for your business!

Questions contact:alltieduppr@gmail.com

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