

SERVICE AGREEMENT

This Service Agreement (“Agreement”), effective as of _____, 2018 (“Effective Date”) is entered into by and between American Indian Model Schools, a California educational organization having an address at 171 12th Street, Oakland, CA 94607 (hereinafter “SCHOOL”), and School Food Solutions L3C, a Louisiana low-profit limited liability corporation having an address at 10455 Jefferson Highway Ste 110, Baton Rouge, LA70809 (hereinafter “SFS”).

WHEREAS, SFS has extensive experience in providing foodservice program administration and technical support services to schools, and is being engaged by SCHOOL as an independent contractor to provide such services, as described below, for the duration of the term specified herein;

NOW THEREFORE, for the consideration provided for herein, the parties hereby agree to the following:

1. Scope of Services: SFS shall provide the services listed in its proposal to SCHOOL dated April 13, 2018 (the “Proposal”), a copy of which is attached hereto. The Services may be modified from time to time by agreement in writing between SCHOOL and SFS.
2. Compensation for Services: For the Services provided by SFS to SCHOOL, SCHOOL shall compensate SFS as specified on page 6 of the Proposal. SFS Services excludes cost of postage and handling, POS and software. SFS shall invoice SCHOOL monthly and be paid net 15 days after receipt of the applicable invoice from SFS. SFS must present receipts in a form satisfactory to SCHOOL for reimbursement of any approved out-of-pocket costs and expenses.
3. Term: The Term of this Agreement shall be from June 1, 2018 through June 30, 2019. The Term shall automatically renew for successive one-year periods unless this Agreement is terminated subject to Article 8 below.
4. Relationship of the Parties:
 - a. Independent Contractor Status: SFS understands and agrees that it is acting as an independent contractor and is not an agent or employee of SCHOOL by virtue of this Agreement. SFS will perform the requested services, under the general direction of SCHOOL, but will determine, in its reasonable discretion, the manner and means by which the services are delivered.
 - b. Employment Taxes and Benefits: As an independent contractor, SFS has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. SFS acknowledges it is not entitled to any rights or benefits (including vacation, 401k and insurance) to which employees of SCHOOL may be entitled. SFS agrees to indemnify and hold SCHOOL harmless from any liabilities, claims or actions relating to employment taxes or benefits. SFS understands and acknowledges upon signing this Agreement that SCHOOL will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and SCHOOL accepts no liability for SFS's (or its employee's/subcontractor's) general health.
5. Confidentiality and Non-Disclosure:
 - a. Confidential Information: As used herein, the term “Confidential Information” shall mean all information, compilations, business plans, technical and financial information, student data and the like, which relate to the products, services or business of SCHOOL and which have not been

disclosed by SCHOOL to the general public or which SFS knows are not generally known to the public.

b. Nondisclosure: SFS acknowledges that it shall not obtain any right or license to any Confidential Information. SFS agrees to use commercially reasonable efforts not to allow any unauthorized person access to Confidential Information and to protect such Confidential Information.

6. Representations and Warranties: SFS represents and warrants that: (a) the Services described herein will be performed in a professional and workmanlike manner in accordance with reasonable industry standard; (b) use by SCHOOL or its affiliates, subsidiaries, assignees and licensees of the materials provided by SFS, if any, will not violate or infringe any patent, copyright, trademark, trade secret or other personal or proprietary rights of any party; (c) SFS will not enjoin or interfere with the distribution, licensing or exploitation of the merchandise or other products of SCHOOL .

7. Indemnification: SFS agrees to indemnify, defend and hold SCHOOL, its affiliates, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages resulting from any claim or action arising out of SFS's willful misconduct or gross negligence.

SCHOOL agrees to indemnify, defend and hold SFS, its employees, sub-consultants, affiliates, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages resulting from any claim or action arising out of SFS's performance of its services hereunder, except in the case of SFS's gross negligence or willful misconduct.

8. Termination: Either party may terminate this Agreement at least ninety (90) days prior to the end of any Term, by giving notice in writing to the other party. In the event of termination, SFS shall be due its compensation for services and reimbursement for approved expenses through the effective date of termination.

9. Non-solicitation of Employees: During the Term of this Agreement neither party shall hire nor attempt to hire any persons that were employed by the other party in the previous twelve months without the written consent of the other party. In the event written consent is not granted, the sole remedy for violation of this Article 9 shall be a payment of liquidated damages to the offended party equal to 50% of the total compensation of the solicited employee for the prior twelve months.

10. Force Majeure: Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, hurricane, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

11. Limitation of Liability. In no event shall SFS be liable for consequential, indirect, punitive or exemplary damages. Notwithstanding any provision of this Agreement to the contrary, SFS shall not under any circumstances be liable for more than the aggregate amount of six months of its Compensation received under this Agreement.

12. Severability: If any provision herein shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

13. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. Remedies: This Agreement shall be governed by the laws of California. The parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If, nevertheless, a dispute should arise in connection with this Agreement, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. In the event any dispute arises between SCHOOL and SFS concerning this Agreement, it shall be resolved in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association.

15. Notices: Any notice or other communication required or which may be given hereunder shall be in writing to the party to whom notice is to be given at the addresses first set forth above.

16. Entire Agreement; Amendments: This contract sets forth the entire Agreement between the parties with respect to the subject matter hereof, and it may only be changed in writing signed by both parties. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

ACCEPTED AND AGREED:
American Indian Model Schools

ACCEPTED AND AGREED:
School Food Solutions L3C

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____