

LAS VIRGENES UNIFIED SCHOOL DISTRICT
Service/Independent Contractor - Information Form

STEP I – Employee Verification

Are you a part-time or full-time employee of the Las Virgenes Unified School District?

YES NO

- If you responded yes, **STOP**, you cannot be hired as an Service/Independent Contractor. Have your school site/department representative contact Personnel.
- If you responded no, please continue to step II.

STEP II - CalPERS/CalSTRS

Are you or have you ever been a member of CalPERS or CalSTRS? NO YES

If you answered YES, which one? _____

If you check "Yes", you must complete the Employer Certification Form on page 20

Are you a retired member of CalPERS or CalSTRS?

NO YES *Be aware earnings will be reported.*

STEP III – Form W-9

As instructed by the Internal Revenue Service and the California Franchise Tax Board, the Las Virgenes Unified School District must obtain Taxpayer Identification Numbers for every person or entity (other than Corporations) that performs services for the District.

STEP IV– Proposal

All Service/Independent Contractors must provide a statement of work, “proposal”, detailing the services you or your organization will provide to the Las Virgenes Unified School District. The proposal must be dated and signed by the Service/Independent Contractor.

STEP V– Form 590

As directed by California Revenue and Taxation Code, Section 18662 the Las Virgenes Unified School District is required to withhold income or franchise tax on payment of California source income made to nonresidents of California

Are you a resident of California, or Do you have a permanent place of business in California?

YES NO

- If you responded no, please complete Form 590 (<https://www.ftb.ca.gov/forms/2022/2022-590.pdf>).

All non-residents who respond no and who do not complete and return Form 590 will be subject to the seven percent (7%) tax withholding.

Signature

Date

Name of Independent Contractor
(Company of Individual)

Phone Number

**SERVICE/INDEPENDENT CONTRACTOR AGREEMENT
LAS VIRGENES UNIFIED SCHOOL DISTRICT**

District Use Only:

Purchase Order Number: _____

Agreement Number: _____

This agreement is made and entered into this _____ day of _____ 20____
between Las Virgenes Unified School District, hereinafter referred to as “**District**” and
_____, herein referred to as “**Provider.**”

1. **PROVIDER.** Provider is an service contractor, which may be a corporation, partnership or independent contractor. Neither Provider, officers, agents, employees, nor sub providers of Provider shall be considered as officers, agents, or employees of the District.

Provider _____

Contact _____

Telephone Number _____ Fax Number _____

Email Address _____

Street Address _____

City, State, Zip Code _____

License Number (if applicable) _____

Type of Business

- | | |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | Individual/Sole Proprietorship |
| <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Corporation |

2. **NATURE OF RELATIONSHIP.** In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship of status. Except for any materials, procedures or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or sub providers of Provider are not entitled to coverage under the California Workers’ Compensation Insurance laws, Unemployment Insurance, or any other benefit normally conveyed to District Employees.

Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this Agreement.

3. **SERVICES.** Provider shall provide District with the services, which are described on the attached "Statement of Work" (the "Work"). The Statement of Work shall contain a timetable for completion of the work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result therein unless specifically agreed upon by the District in writing. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider represents and warrants to the District, and District relies on such representation and warranty, that the Provider (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The District and the Provider understand and agree that the Provider is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the District pursuant to this Agreement.

Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material necessary to meet its obligations under this agreement. No substitutions of materials or services from those specified in this section shall be made without the prior written consent of the district.

4. **TERM.** The term of this Agreement is for the period of _____, 20____through_____, 20____and shall be undertaken and completed in such sequence as to assure their full completion in accordance with the purposes of this Agreement.

5. **PAYMENT AND EXPENSES.** All payments due to provider are set forth in the "Schedule of Fees" attached hereto and shall be paid by the District within thirty (30) days of District's receipt of a proper invoice from Provider; which invoice shall set forth in reasonable detail the services performed. See section 18 for more details related to closure due to emergency.

6. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, subcontract, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the approval of District. Any attempted assignment, subcontract, or transfer in violation of this Agreement shall be void.

7. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual consent of the parties hereto, or upon 30 days advance notice by either party. In the event of cancellation prior to completion of the specified services, all finished or unfinished documents, data, studies, and reports prepared by the

Provider's work under this Agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

8. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards, for a period of one (1) year following completion of the Work. Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from the District.

9. **ADDITIONAL WORK.** If changes in the Work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

- a) A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
- b) An amended Agreement shall be prepared by the District and executed by both parties before performance of such services or the District will not be required to pay for the changes in the Statement of Work. Such amended Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

10. **NOTICE.** Any notice of instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in a United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

Las Virgenes Unified School District
Attn: Business Services
Street: 4111 Las Virgenes Road
City: Calabasas
State, Zip: CA, 91302

Provider: _____
Attn: _____
Street: _____
City: _____
State, Zip: _____

Such notice or instrument shall be effective upon receipt thereof.

11. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subproviders of Provider shall obey all local, state, and federal laws in the performance of this Agreement, including, but not limited to minimum wages and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or sub providers of Provider shall secure and maintain in force, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of the Services, materials, or supplies necessary for completion of the Services described. Provider is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of Provider's services or operations performed under this Agreement.

12. PROFESSIONAL PERMITS/LICENSES. Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

Provider shall be required to provide proof of license for all employees engaged in professionally licensed activities on behalf of the District. List name of employee and corresponding type of license below:

Employee Name	Type of License and License #
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Employee Name	Type of License and License #
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13. INSURANCE. Provider shall not begin work under this Agreement until Provider has obtained insurance required under this section and has submitted satisfactory proof of such insurance to the Authorized Representative of the District, and such insurance has been approved by the District (check all boxes that apply). Unless otherwise specified by District, required insurance coverage is as follows:

**If Provider is a partnership or corporation,
the Provider must show proof of Workers Compensation Insurance.**

Workers' Compensation Insurance. Provider shall procure and maintain, during the life of this Agreement, Workers' Compensation Insurance to statutory limits, and Employer's Liability insurance with limits of \$1,000,000 per accident, \$1,000,000 policy limit for bodily injury by disease, \$1,000,000 policy limit each employee for bodily injury by disease to cover Provider's responsibility for injury or disease for all of its employees, including temporary or substitute employees where required by law, to be engaged in work related to the performance of this Agreement. In the case of any such work, which is sublet, Provider shall require the subprovider to provide comparable Workers' Compensation and Employer's Liability Insurance unless covered by the protection afforded by the Provider's Workers' Compensation Insurance and Employer's Liability Insurance policy.

Commercial General Liability Insurance. Provider shall procure and maintain, during the life of this Agreement, Commercial General Liability Insurance written on an "occurrence" or "claims-made" basis with limits of:

	<u>Occurrence</u>	<u>Aggregate</u>
Individual/Sole Proprietorship:	\$ 300,000	\$ 600,000
Partnership or Corporation:	\$1,000,000	\$2,000,000
Other Special High Risk Activities:	To be determined	To be determined

If the Commercial General Liability coverage is written on a “claims-made” basis, the policy effective date shall precede the effective date of the Agreement, and the policy shall either be maintained for a minimum period of three (3) years, or be endorsed to contain an extended reporting period of three (3) years.

Any sub provider employed in connection with the Services described in this Agreement shall maintain comparable insurance unless the Provider’s insurance covers the sub provider and its employees.

Provider’s and sub-provider’s Commercial General Liability Insurance policy shall be primary and non-contributory to any insurance carried by LVUSD. Provider’s and sub-provider’s insurance policies shall include a waiver of subrogation in favor of the District. The Commercial General Liability policy, and if Automobile Liability Insurance is required, shall name the District as Additional Insured by way of an additional party/insured endorsement. Provider shall provide LVUSD a Certificate of Insurance along with a copy of the additional party/insured endorsement evidencing its compliance with the insurance required herein. The following must appear in the Certificate Holder box on the Certificate of Insurance and as the Additional Insured on the additional party/insured endorsement:

Las Virgenes Unified School District (LVUSD), the Board, Employees and Volunteers of the District, 4111 Las Virgenes Rd. Calabasas, CA 91302

Professional Liability (“Errors and Omissions”) Insurance. Provider shall procure and maintain during the life of this Agreement, Professional Liability (“Errors and Omissions”) Insurance with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate. If the Professional Liability (“Errors and Omissions”) Insurance is written on a “claims-made” basis, the policy effective date shall precede the effective date of the Agreement, and the policy shall either be maintained for a minimum period of three (3) years, or be endorsed to contain an extended reporting period of three (3) years.

NOTE: All Professional Licensed Consultants or Agencies providing services to students must provide proof of Professional Liability and Molestation & Sexual Misconduct Coverage.

Other Coverage as Dictated by the District. Provider shall procure and maintain, during the life of this Agreement, other insurance as follows:

	<u>Occurrence</u>	<u>Aggregate</u>
Automobile Liability (all owned, non-owned and hired)	\$ 300,000	\$ 500,000
Pollution/Environmental Liability	\$1,000,000	\$2,000,000
Sexual Molestation and Abuse Liability	\$1,000,000	\$2,000,000

If Sexual Molestation and Abuse Liability coverage is included in the Commercial General Liability or Professional Liability policy of Provider, the policy shall not contain a sub-limit of insurance that reduces coverage to limits less than required above. Sexual Abuse and Molestation Insurance shall cover bodily injury, emotional distress, or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse. District must be named as additional insured. The coverage must contain a severability of interests/cross liability clause or language stating that

Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. If the Sexual Molestation and Abuse Liability coverage is written on a "claims-made" basis, the following shall apply: the retroactive date must be shown, and precede the date of Agreement or the beginning of the Agreement services; insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Agreement services; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, Provider must purchase an extended period of coverage for a minimum of three (3) years after completion of the Agreement services.

Provider shall provide thirty (30) days written notice to District of cancellation or reduction of coverage (10-day notice for non-payment of premium).

14. **SAFETY AND SECURITY.** Provider shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the District determines that the provider will have limited contact with students. **SCHOOL ADMINISTRATOR: check box that applies:**

Provider is required to comply with Education Code section 45125.1, fingerprint certification requirements, and each employee must submit to certification requirements.

Service Contractors and their employees who must be fingerprinted do so at their own cost (current costs run approximately \$75/person). See attached form.

For Professional Licensed Agencies Only - By signing below, Provider agrees that all employees who will provide services to the District have received Department of Justice and FBI Clearances per Education Code, section 45125.1. Provider shall provide to the District a letter on their own letterhead listing the names of the individuals who have been cleared. The letter shall specifically indicate that the individuals have been cleared per Education Code, section 45125.1. In the event that agency receives a subsequent arrest report, notification must be provided to the District within 24 hours. Provider must notify District, and receive approval prior to services, should there be any changes to the list of employees who will provide services to the District. Any changes to the list of employees must be accompanied by a written statement indicating that the revised list of employees has been cleared per Education Code, section 45125.1.

Signed: _____ Name: _____
Title: _____ Date: _____

Provider is not required to comply with Education Code section 45125.1, Fingerprint certification requirements.

Certain entities that contract with a school district may be required to comply with Education Code section 49406 regarding examination for tuberculosis unless the district determines that the Provider will not constitute a health hazard to students.

Provider is required to comply with Education Code section 49406, Examination for tuberculosis requirements. Provider must cause to be on file with the District proof of a negative TB assessment; or a certificate from a physician showing the Provider, officers, agents, employees and/or subproviders of Provider have been examined and found free from active tuberculosis.

Provider is not required to comply with Education Code section 49406, Examination for tuberculosis requirements.

15. PROTECTION OF WORK AND PROPERTY. Provider shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety or work or of adjoining property, Provider is permitted, without special instructions or authorization from the District, to act at its discretion to prevent such threatened loss or injury.

16. LAWS, VENUE, AND ATTORNEY FEES. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Los Angeles, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

17. INDEMNIFICATION. Provider agrees to defend, indemnify, and hold harmless District, its board, officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility, whatsoever, for any property placed on District premises. Provider further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its board, officers, agents, employees, and/or volunteers.

18. CLOSURE DUE TO EMERGENCY.

DUE TO THE EMERGENCY NATURE OF A NATURAL DISASTER, UNAVOIDABLE CRISIS OR A PANDEMIC, NOTICE MAY BE GIVEN AT WILL AND WITH NO FOREWARNING.

For any emergency school closure:

If Provider, in collaboration with District, remains open during an emergency and District agrees to their ability to continue to serve students appropriately as delineated in the Statement of Work, Provider shall receive payment, regardless of whether the District is open (services may be provided through distance learning if agreed to in advance by District).

Provider shall notify the District each week of any lost instructional minutes. Provider and District shall work collaboratively to determine the need for make-up days or service changes and shall work together to amend the Statement of Work paperwork as appropriate.

If Provider, as determined by the District, is unable to continue to serving students, Provider shall not be entitled to any payment.

19. NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein.

20. INTERPRETATION AND PAROL EVIDENCE. This writing is intended by the parties as a final expression of their agreement concerning the matters contained herein, and is also intended as a complete and exclusive description of the terms of their agreement. No course of prior dealings between the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

21. WAIVER. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

22. SEVERABILITY. It is intended that each paragraph of this Agreement shall be treated as a separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

23. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to their performance or enforcement of this Agreement shall be resolved by arbitration in Los Angeles County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute. The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matter, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed by:

DISTRICT

PROVIDER

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHOOL LOCATION: _____

STATEMENT OF WORK (**Note: if work includes bringing live animals to campus then Exhibit A on page 22 must be completed**):

DESCRIPTION OF WORK:

(describe nature of work, number of days on campus per week, expected time spent in classroom, will work be done 1:1 with students, etc.)

IF A PARTNERSHIP OR COMPANY, PROVIDE THE NAMES OF **ALL** EMPLOYEES WHO WILL WORK AT THE DISTRICT:

WORK SCHEDULE:

(e.g. Every Tues from 10am - 1pm, or state specific date/time if a one-time event, etc.)

PERFORMANCE CRITERIA (IF APPLICABLE):

NOTICE TO CONSTRUCTION CONTRACTORS:

Pursuant to Labor Code § 1720 et. seq. “if” this work is considered a “Public Work” it is subject to the payment of prevailing wages if the total project costs is over \$15,000. Proof of a valid Contractor/Specialty license, DIR Registration, worker’s compensation and liability insurance is required before work starts. This statement applies to any employed subcontractor(s) or employee(s) that are hired to provide your services that may fall under this Labor Code.

SCHEDULE OF FEES:

Compensation for Services hourly daily project \$ _____

Actual and Necessary Travel Expenses \$ _____

Other Expenses \$ _____

Total Amount Not to Exceed \$ _____

Proper invoicing is required. Receipts for expenses are required.
Canceled checks are not accepted as receipts.

EMPLOYER CERTIFICATION OF INDEPENDENT CONTRACTOR STATUS ¹

Please Type or Print Legibly in Black Ink

INDEPENDENT CONTRACTOR/THIRD PARTY EMPLOYEE			
Name: (Last)	(First)	(Initial)	Federal Tax ID
THIRD PARTY FIRM (if applicable)			
Name:			
SERVICE TO BE PROVIDED			
Position Title (if applicable):			
Brief Description of Services:			
School Year(s) of Service:	FY	FY	FY
EMPLOYER CERTIFICATION			
<p><i>I declare under penalty of perjury of the laws of the State of California that I have reviewed the appropriate legal and procedural guidelines pertinent to the determination of Independent Contractor Status and, after analyzing the application of same to the position described above, conclude that the above identified individual qualifies for independent contractor status.</i></p> <p><i>I understand it is a crime to fail to disclose a material fact or to make any knowingly false material statements for the purpose of altering a benefit administered by CalSTRS and it may result in up to one year in jail and fine up to \$5,000. Education Code §22010</i></p>			
Official's Title (Assistant Superintendent for Personnel or Legal Counsel)			
County		District	
Signature:		Date:	

Retain in Employee's File

¹ Also applies to an employee of a third party



**Las Virgenes Unified School District
Live Animal Hold Harmless and Indemnification (“Agreement”)
For Contractor or Volunteer Use (Non-Employee Use)**

Written permission from Las Virgenes Unified School District (“LVUSD”) shall be required before Provider will be permitted to have any live animals (hereinafter called "LIVE ANIMALS") on school site.

Provider agrees that any bodily injury to any person present during time on campus, any property damage to any LVUSD property, any property damage to personal property of any person related to activity, or any disturbance caused by or in relation to the LIVE ANIMALS is the sole responsibility of the Provider and/or any vendor of Provider (of any tier) hired by Provider for the training, care and management of LIVE ANIMALS during the time on campus.

To the fullest extent permitted by law, Provider shall defend, indemnify and hold harmless LVUSD, its Governing Board, officers, agents, students, volunteers, independent contractors, and employees from and against any and all loss, costs, injury, expense, including legal fees, or other obligations or claims arising out of any liability or claim for personal injury, bodily injury to persons or damage to property or any other loss, sustained or claimed to have been sustained arising out of the activities involving the LIVE ANIMALS, where such act is authorized by this agreement or not; and the owner of the LIVE ANIMALS shall pay for any and all damage to the property of LVUSD, its Governing Board, officers, agents, employees, volunteers, and students, done or caused by the LIVE ANIMALS.

It is further agreed and understood that the indemnity required herein shall apply to any vendor or contractor (of any tier) hired by Provider for the training, care and management of LIVE ANIMALS during the time on campus.

Provider shall also pay for any and all damage to the property and equipment of LVUSD, done or caused, directly or indirectly, by LIVE ANIMALS.

(Initial here) LVUSD assumes no responsibility for the health and safety of the animal, including injury, illness, theft, runaway, or death of, any LIVE ANIMALS on LVUSD premises.

(Initial here) LVUSD is not responsible for the exercising, feeding, watering, or housing of the LIVE ANIMALS.

(Initial here) LVUSD is not responsible for any loss, damage, or theft of property associated with the LIVE ANIMALS or for any other property placed on school premises.

(Initial here) LVUSD is not responsible for any waste from the LIVE ANIMALS. The owner of the LIVE ANIMALS agrees to be responsible for clean-up.

(Initial here) Dog and Cat owners must provide proof of current vaccination records. Dog owners must show proof of rabies vaccination. Attach vaccination record(s) to this agreement.

----- If LIVE ANIMAL is a dog or cat, provide the name of the animal.

Provider shall procure and maintain during the life of this Agreement, General Liability Insurance with a \$1,000,000 per occurrence and \$2,000,000 Aggregate Limit of Liability for Bodily Injury and Property Damage, including Blanket Contractual Liability. Provider shall provide a certificate of insurance that names LVUSD as additional insured. The additional covered party/insured endorsement must be in the form of an Endorsement (Rider) attached to the Provider’s Certificate of Insurance and must contain the following text:

Las Virgenes Unified School District (LVUSD), the Board, Employees and Volunteers of the District, 4111 N. Las Virgenes Rd., Calabasas, CA 91302

Provider further agrees to waive all rights of subrogation against the Las Virgenes Unified School District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the School District or any of its agents or employees.

**Las Virgenes Unified School District
Live Animal Hold Harmless and Indemnification (“Agreement”)
For Contractor or Volunteer Use (Non-Employee Use)**

The undersigned’s responsibility and liability set forth herein shall include, but is not limited to, taking all steps and actions necessary or required to address the COVID pandemic with respect to this agreement, including but not limited to, ensuring any of the undersigned’s volunteers, agents, personnel and invitee(s) comply with all current and future requirements and recommendations issued by any government agency (including the City, County, State, or the Federal Government, including its associated agencies such as the Center for Disease Control) related to the COVID pandemic that are applicable to the property, including adherence to any protective measures established by such government agencies applicable to events at or use of the property. The undersigned shall be solely responsible for determining and implementing the specific actions and requirements applicable to the Activity listed below that is conducted at the property at the time of the Activity, including any limitation on the number of attendees, required protective gear (such as mask and/or gloves) and the specific social distancing requirements applicable at the time.

The undersigned acknowledges and understands that the District makes no representation or warranty regarding the condition of the property with respect to COVID at any time during this agreement and shall have no duty or responsibility to ensure the property is sanitized or otherwise made clear of the COVID virus. The undersigned shall be solely responsible for determining whether the Activity/use of the property listed below is permissible based on current and future regulations or requirements established by any governmental agency at the time of such event and shall indemnify, defend, hold harmless the District from any penalty, cost, or action claiming that any District activity at the property violated any applicable governmental regulation or requirement. However, the District, at its sole discretion, can require the undersigned to cancel or reschedule the Activity by the undersigned at the property if the District determines, at its sole discretion, that the Activity would be in violation of any applicable governmental regulation or requirement or create a public safety hazard. However, the District’s right to require cancellation or rescheduling shall in no way limit the undersigned’s liability and indemnification obligations set forth herein.

The undersigned at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its Board, officers, agents, employees or volunteers, on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees or volunteers in any action, suit or other proceedings as a result thereof.

Depending upon the animal, Provider may be required to show proof one week prior to use that any and all Live Animals are free of zoonotic diseases.

LIST ANIMALS _____

AGREED, ACCEPTED AND SIGNED BY: _____

PROVIDER [name of owner or company]: _____

NAME [name of person in charge]: _____ TITLE: _____

SCHOOL LOCATION: _____ DATE: _____

ACTIVITY: _____

SCHOOL ADMINISTRATOR APPROVAL: _____

DISTRICT APPROVAL: _____