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Service Agreement with Jacksonville Lighthouse Charter School

Arkansas Refrigeration Company Address: 5600 West 10 th Street Little Rock, AR 72204 Phone # 501-666-0396 Fax # 501-666-0398 Gary Brimer Ark refrigeration@sbcglobal.net	Jacksonville Lighthouse Charter School 602 West Main Street Jacksonville, AR 72076
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Services to be provided to:	Contact Persons:
Jacksonville Lighthouse Charter School 602 West Main Street Jacksonville, AR 72076	Jacksonville Lighthouse Charter School Kelly Earhart (Office Manager) Email: kearhart@lighthouse-academies.org Phone: 501-985-1200 Jacksonville Lighthouse Charter School Nigena Livingston (Principal) Email: nlivingston@lighthouse-academies.org Phone: 501-985-1200 Lighthouse Facilities Management Mel Harper Email: mharper@lighthouse-academies.org Phone: 508-626-0904 ext. 103

This Service Agreement, effective August 1, 2009, between Jacksonville Lighthouse Charter School ("JLCS"), located at 602 West Main Street, Jacksonville, AR 72076; and Arkansas Refrigeration Company ("ARC"), with primary offices located at 5600 West 10th Street, Little Rock AR, to provide HVAC services as outlined in the HVAC Request for Proposal 2009-2010. The parties agree as follows:

In accordance with the requirements outlined in the Request for Proposal

- Services. ARC agrees to perform four (4) preventative maintenance service visits on all HVAC equipment, as outlined in Attachment A, to JLCS. ARC agrees to provide written notification to JLCS of all cost to repair equipment and will provide a pricing for labor and materials needed for the repairs. In the event a repair service request is needed, JLCS will notify ARC via email, phone or fax.
- Term. August 1, 2009 through July 30, 2010 unless terminated by mutual agreement prior to that date or in accordance with section 3. JLCS has the option of a possible two (2) one-year extension of the Agreement.
- Termination. JLCS reserves the right to terminate this Agreement at any time, with or without cause. Any payments due to ARC for the work performed up to the date of receipt of the notice of termination will be paid in full within

thirty (30) days of such termination date. Such notice may be provided via regular mail, electronic mail or facsimile.

4. Payment and Expenses. ARC shall be paid five hundred seventy-five dollars (\$ 575.00) per visit spent providing service under this Agreement. In visits where ARC provides services for break fix repairs the hourly rate shall be sixty-five dollars (\$65.00) per visit. ARC shall submit an electronic invoice to JLCS, which will note the dates and times of service. The total cost for Preventive Maintenance Services will not exceed two thousand three hundred dollars (\$2300.00) per year unless ARC obtains prior written approval from JLCS.
5. Work Order System. ARC agrees to fully utilize a web based work order system as required by JLCS. Training will be provided to ARC prior to the commencement date of this agreement. Furthermore, ARC agrees to comply with all check-in / check-out functions of the work order system and process quotes and/or invoices in accordance with this system. ARC will seek guidance and/or additional training from Lighthouse Facilities Management and not JLCS.
6. Indemnification ARC agrees to indemnify, hold harmless and defend the School, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, willful misconduct, default or omission of AR Refrigeration in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence, omission or willful misconduct of the School, its agents or employees.

The School agrees to indemnify, hold harmless and defend AR Refrigeration , its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, willful misconduct, default or omission of School in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence, omission or willful misconduct of ARC, its agents or employees.

7. Insurance. ARC shall, at its expense, procure and keep in force during the entire term of this Agreement, General Liability, Workers Compensation and Automobile Liability Insurance to protect AR Refrigeration , its drivers and other personnel. ARC shall provide General Liability limits of not less than \$1,000,000 each occurrence and aggregate bodily injury and property damage and \$500,000 Personal Injury each occurrence and aggregate; automobile liability limits of not less than \$500,000.00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos, and umbrella coverage of not less than \$1,000,000.00 in addition to the limits

8. Force Majeure In the event ARC is unable to provide services specified above because of any act of God, civil disturbance, fire, flood, riot, war, picketing, lockout, oil embargo, or governmental action, the School shall excuse ARC from performance under this Agreement.
9. Inclement weather In the event of extreme inclement weather or impassability of roads, including blizzard conditions, which endangers the safety and well being of ARC workers, ARC may chose to pause Preventive Maintenance Services or Break Fix Services and resume services as soon as conditions improve.
10. Background Check State Law mandates that if you perform work at a public charter school, it is required that all employees working for or on behalf of your company shall have a criminal background check performed. Any such employees who have been convicted of a felony offense, a drug or weapons related offense, a sexual assault offense or a crime against children shall not be allowed on school grounds.
11. Tobacco Use Prohibited. The use of tobacco products are prohibited on school property at all times.
12. Independent Contractor Status. The parties hereto agree that ARC is an independent contractor, and nothing herein or in the relationship of the parties shall alter or affect such status. Without limiting the generality of the foregoing, the parties hereto acknowledge that at all times during the term of this Agreement:
 - (a) ARC shall have the right to perform services for others;
 - (b) ARC shall have the sole right to control and direct the means, manner and method by which the Services will be performed;
 - (c) ARC shall have the right to perform the Services at such places, locations or times as she shall deem appropriate;
 - (d) ARC shall furnish all equipment and resources necessary to provide the Services;

(e) The School shall not require ARC to devote full time to performing the Services hereunder.

13. Professional Services. ARC shall perform the Services with the skill, care, and highest ethical standards that would be exercised by comparable qualified professionals performing similar services.

14. Entire Agreement. This Agreement constitutes the final and entire agreement of the parties with respect to the matters covered hereby, and replaces and supersedes all other agreements and understandings relating thereto.

Kelly Earhart
Lighthouse Authorized Representative
~~Nigema Livingston~~

7.7.09
Date

Gary Brimer
ARC Authorized Representative
Gary Brimer

6-25-09
Date