

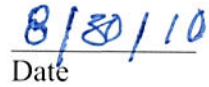
No assignment or subcontracting of this contract, nor any part of the work thereof to be performed, and no assignment of money due or to become due, shall be permitted without first obtaining the written consent of Jacksonville Lighthouse Charter School.



Jacksonville Lighthouse Charter School

By: Phillis Nichols-Anderson

Vice President, Southern Region




Date



Central Arkansas Landscapes

By: Travis Hooper



Date

Lighthouse Academies®, Arkansas Inc.

Contract for Goods and Services

Vendor Name and Address:

Central Arkansas Landscapes
204 Lonsdale Circle
Jacksonville, AR 72076
Travis Hooper
501-940-6891 (Phone)
501-985-9872 (Fax)
centralarlandscapes@yahoo.com

Bill to:

Jacksonville Lighthouse Charter School
251 North First Street
Jacksonville, AR 72076

Services to be provided to:

Jacksonville Lighthouse Charter School
251 North First Street
Jacksonville, AR 72076

Contact Persons:

Jacksonville Lighthouse Charter School
Kelly Earhart-501-985-1200
kearhart@lighthouse-academies.org

Charter Facilities Management, LLC
Mel Harper
508-626-0904 ext. 103
mharper@charterfacilities.org

Timeline and general description of services:

In accordance with the requirements outlined in the Jacksonville Lighthouse Charter School's ("JLCS") Request for Proposal (RFP) issued by Charter Facilities Management, LLC ("CFM"), and the proposal submitted by Central Arkansas Landscapes ("CAL") on August 12, 2010, JLCS accepts the proposal for services at their 251 North First Street, Jacksonville, AR 72076.

1. Services. Vendor agrees to provide lawn maintenance and snow removal services to JLCS, located at 251 North First Street, Jacksonville, AR 72076 beginning August 12, 2010 and ending June 30, 2011.
 - a. Lawn care.
The scope of the work is specified within the RFP referenced above and includes mowing, edging, removal of leaves and debris and trip shrubs as needed for lawn care services. During the school year this work will be done after 4:00 PM local time for lawn care services.
 - b. Snow Removal
The scope of work is specified within the RFP referenced above and includes snow/ice removal from parking and sidewalks for snow removal services. The vendor agrees to provide snow removal and salting services of the parking lot and sidewalks at the School, in the event that snow accumulation should reach at a minimum of one inch of snowfall. The vendor agrees to complete this service and ensure that the lot and

sidewalks are cleared for 6:30 a.m. on school days. Should snowfall occur after 6:30 a.m. then the School will contact the vendor should service be required and the vendor will provide service within a two-hour response time or at a later time designated by the School.

2. Renewal Term. The Schools have the option of a possible three (3) one-year extensions of the Agreement to be determined by February 1st of the current contract year.
3. Termination. The School reserves the right to terminate this Agreement at any time, with or without cause. Any payments due to CAL 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. CAL shall be paid a monthly fee of two thousand dollars (\$2,000.00) under this Agreement. CAL shall submit a detailed monthly invoice to the School for this service. CAL will obtain prior written approval from the School for any work to be done not listed on the RFP. This fee covers materials, labor, and insurance and workers compensation coverage in accordance to Arkansas State guidelines.
5. Indemnification CAL 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 CAL 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 Schools, its agents or employees.
6. The School agrees to indemnify, hold harmless and defend CAL, 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 Schools 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 CAL, its agents or employees.
7. Insurance. CAL 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 CAL, its drivers and other personnel. CAL 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 listed above. CAL shall also maintain uninsured/underinsured motorist coverage and medical payments coverage. CAL agrees to provide to Lighthouse a certificate of insurance evidencing such coverage and designating Lighthouse and the School as an additional insured as its interest may appear for both the General and Auto Liability programs. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days written notice to CAL and the Schools. CAL shall provide Schools with a certificate of insurance as

evidence of having statutory workers' compensation coverage at levels and in forms required by the laws of Arkansas.

8. Force Majeure In the event CAL 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 Schools shall excuse CAL 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 CAL workers, CAL may chose to pause snow removal operations and resume services as soon as conditions improve.
10. Background Check. State Law mandates that if you perform work at a public charter schools, 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 schools 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 CAL 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) CAL shall have the right to perform services for others;
 - (b) CAL shall have the sole right to control and direct the means, manner and method by which the Services will be performed;
 - (c) CAL shall have the right to perform the Services at such places, locations or times as she shall deem appropriate;
 - (d) CAL shall furnish all equipment and resources necessary to provide the Services;
 - (e) The School shall not require CAL to devote full time to performing the Services hereunder.
13. Professional Services. CAL 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.