

**Child Inc.**  
**Service Agreement**

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This Contractor Agreement is made effective as of \_\_\_\_\_, \_\_\_\_\_, by and  
Month/Day Year  
between Child Incorporated of the County of Travis, State of Texas, and

\_\_\_\_\_  
Contractor Name/ Address/ Phone

**1. DESCRIPTION OF SERVICES**

- a) The Contractor shall commence performance of this contract beginning \_\_\_\_\_,  
Start Date  
and shall continue service no later than \_\_\_\_\_.  
End Date
- b) The contractor shall perform all duties required in a satisfactory and proper manner as determined by the appropriate supervising representative of Child Inc. This agreement sets forth the following deliverables:

Service	Date of Completion

**2. PAYMENT FOR SERVICES**

- a) Child Inc. will pay for completed services by check at a rate of \$\_\_\_\_\_ per \_\_\_\_\_.
- b) It is expressly understood and agreed that in no event will the total amount to be paid by Child Inc. to the Contractor under this agreement exceed \$\_\_\_\_\_ for full satisfactory completion of services described above.
- c) The Contractor must submit an invoice to receive payment. All invoices must contain the following:
- d) No other fees and/ or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Company executive in writing.

**3. TERMINATION**

- a) Child Inc. may terminate this contract at any time for any reason by giving at least thirty (30) days' notice in writing. If the contract is terminated, the contractor will be paid a fair payment as negotiated for the work completed as of the date of termination.

- b) If at any time Child Inc. is notified of federal debarment or suspension, this contract is terminated effective the date of notification.

#### **4. RELATIONSHIP OF PARTIES**

It is understood by the parties that \_\_\_\_\_ is an independent contractor with respect to Child Inc. and not an employee. Child Inc. will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit for the benefit of the Contractor.

#### **5. CONFIDENTIALITY**

- a) Contractor may have access to proprietary, private and/or otherwise confidential information. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Company, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial, and statistical information of Child Inc. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.
- b) Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit, or divulge, disclose, or communicate in any manner any Confidential Information.
- c) Upon termination of this agreement, contractor will return to Child Inc. all confidential information, whether physical or electronic, and other items that were used, created, or controlled during the term of the agreement.

#### **6. CONFLICT OF INTEREST**

Contractor represents and warrants the following:

- a) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- b) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
- c) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.

#### **7. INJURIES**

Contractor acknowledges the obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and contractor employees, if any). Contractor waives any rights to recovery from Child Inc. for any injuries that the Contractor (and/or contractor's employees) may sustain while performing services under this agreement and that are a result of negligence

of the Contractor or the Contractor's employees. Contractor will provide Child Inc. with a certificate naming Child Inc. as an additional insured party.

#### **8. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless Child Inc. from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against Child Inc. that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

#### **9. NO RIGHT TO ACT AS AGENT**

Contractor has no right to act as an agent of Child Inc. and has an obligation to notify any involved parties that it is not an agent of Child Inc.

#### **10. SEVERABILITY**

If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

#### **11. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Texas.

#### **12. ENTIRE AGREEMENT**

This agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by all parties hereto.

#### **13. SIGNATORIES**

AGENCY

\_\_\_\_\_  
Executive Director, Child Inc.

\_\_\_\_\_  
Head Start Director, Child Inc.

\_\_\_\_\_  
Chief Financial Officer, Child Inc.

CONTRACTOR

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email