

Riverhead Central School District  
814 Harrison Avenue  
Riverhead, New York 11901

**VENDOR AGREEMENT**

An AGREEMENT, made this 26 day of Feb 2024 by and between the RIVERHEAD CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT") with offices for the transaction of business located at 814 Harrison Avenue, Riverhead, New York 11901 and Allstate Sign and Plaque. (hereinafter "Vendor"), with offices for the transaction of business located at 70 Burt Drive, Deer Park, NY 11729


IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable consideration, the parties agree as follows:

1. **TERM:** The term of the Agreement shall be deemed to have commenced on the 1<sup>st</sup> day of July, 2024 and shall terminate on a date selected by the District, but no later than June 30, 2025. Notwithstanding the aforesaid term, the Vendor shall perform his services only to the extent recommended by the Superintendent of Schools and authorized by the Board of Education and in the manner set forth in paragraph 3 of this Agreement, but in no event beyond June 30, 2025.
2. **CONDITIONS:** The District shall retain the Vendor, and the Vendor shall serve the District upon the terms and conditions hereinafter set forth.
3. **DUTIES:** The specific nature of the Vendor's duties and responsibilities shall be set forth in RH24-001 Signs and Associated Supplies Catalog Bid and made a part hereof.
4. **TIME REQUIREMENTS:** The Vendor shall devote such time as is appropriate for timely completion of the agreed upon work within the agreed upon time period. Such work shall be undertaken at times scheduled mutually between the District and the Vendor.
5. **FEES FOR SERVICES:** During the term of this Agreement, the District shall compensate the Vendor at the rates set forth for items in the 2023/2024 catalog less a 10% discount as set forth in the cost proposal form submitted for RH24-001 Signs and Associated Supplies Catalog Bid which is attached hereto as Exhibit 1, for all work and expenses. Said fees shall be paid upon the submission and approval of appropriate invoices. Such payment by the District to the Vendor shall constitute the sole and exclusive payment by the District to the Vendor for his services hereunder.
6. **TERMINATION:** Either party may terminate this Agreement on fifteen (15) days written notice, with or without cause.
7. **RELATIONSHIPS BETWEEN THE PARTIES:** The Vendor acknowledges that he or she will not hold himself out as an employee of the Riverhead Central School District. The Vendor is retained by the District only for the purpose and to the extent set forth in this Agreement and his relationship to the District shall during the periods of his services hereunder, be that of an independent contractor. The Vendor shall not be considered as having employee status and shall not be entitled to participate in any of its workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the Vendor shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the District.

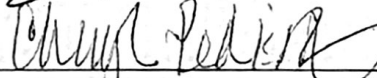
8. The Vendor shall report to the Director of Facilities for the purpose of work under this agreement.
9. This Agreement constitutes the full and complete Agreement between the Vendor and the District and may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
10. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation. The contractor agrees to indemnify the district for any applicable deductibles and self-insured retentions. The policy naming the district as an additional insured shall:
  - a. Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred.
  - b. Provide for 30 days-notice of cancellation.
  - c. State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers.
  - d. The district shall be listed as an additional insured by using endorsement CG 20 10 1 1 85 or broader. The certificate must state that this endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.
11. This Agreement is not an authorization to proceed with any product or services until an authorized Purchase Order is issued by the District.

RIVERHEAD CENTRAL SCHOOL DISTRICT

Date: 5/14/24

By:   
Colin Palmer, President, Board of Education

Date: 5/15/2024

By:   
Cheryl Pedisich, Interim Superintendent of Schools

Date: 2-26-24

By:   
Authorized Agent for Allstate Sign and Plaque