

Provisions

1. Natomas Unified School District (NUSD) hereby agrees to pay for the services and materials at the times, in the manner, and for the consideration herein expressed.
2. Hold Harmless Clause: The contractor shall hold harmless and indemnify the Natomas Unified School District and the Board of Education, officers and employees from every claim or demand which may be made by reason of:
 - A. Any injury to person or properties sustained by the supplier or by a person, firm, or corporation employed directly or indirectly, or indirectly employed by him/her in connection with his/her performance under the contract.
 - B. Any injury to person or property sustained by any person, firm or corporation caused by act, neglect, default, or omission by the supplier or of any person, firm or corporation directly or indirectly employed by him/her in connection with his/her performance under the contract.
 - C. Any liability that may arise from the furnishing of the use of any copyrighted or un-copyrighted composition, secret process, or patented or unpatented invention in connection with his performance under this contract. The contractor, at his own risk and expense, shall defend any legal proceedings or claim that may be brought against the board of education or the Natomas Unified School District, its officers, and employees. The contractor will also satisfy any judgment that may be rendered against the Board of Education, the Natomas Unified School District, its officers or employees for injuries or damages sustained in connection with his/her performance under the contract.
3. The parties hereto agree that the contractor, and any agents and employees of contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of NUSD.
4. NUSD may terminate this agreement and be relieved of the payment of any consideration of contractor should contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, NUSD may proceed with the work in any manner deemed proper. The cost to NUSD shall be deducted from any sum due the contractor under the agreement, and the balance, if any, shall be paid by the contractor upon demand.
5. This agreement is not assignable by contractor either in whole or part.
6. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding and inure, to the benefit of the heirs executors administrators, successors and assigns of the respective parties hereto.
7. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings of agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
8. The consideration to be a paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
9. NUSD assumes no liability for worker's compensation or liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this agreement.
10. NUSD hereby verifies that contractor has not or will not receive pay for the same service for days of service from any other public agency.
11. All materials produced under this agreement shall become the property of NUSD and cannot be used without written permission of same.