



Your Complete Landscape Management Team

Administrative Office
4720 - 52nd Street SE
Grand Rapids, MI 49512
Phone: 616-698-2700
Fax: 616-698-2900
www.djlandscape.com

Submitted To: West Michigan Aviation Academy
Mr. Bob Wise
5363 44th St SE
Grand Rapids, MI 49512

Project: 13539
Proposal Date: October 22, 2014
West Michigan Aviation Academy SL14/17
5363 44th St SE
Grand Rapids, MI 49512

We Hereby Submit Specifications and Estimates For:

SNOW & ICE MANAGEMENT:

Snow Plowing Parking Lots

Seasonal price to plow parking lots.

Sidewalk Shoveling and Clearing

Seasonal price to shovel and clear private sidewalks.

LANDSCAPE MANAGEMENT SERVICES:

Lawn Maintenance

Includes regular mowing of lawn areas and bi-weekly mechanical edging of concrete walks/drives during the growing season.

Spring Clean-up

One (1) visit to clean up debris from Winter and previous Fall season.

Fall Clean-up

Two (2) visits to remove leaves from planting beds and lawn areas during the Fall season. Depending on the quantity, leaves are either mulched in the lawn areas or removed from site. Price includes ornamental grass and perennial cut down.

Fertilization & Weed Control

A season long process which includes pre-emergent crabgrass control, as well as post-emergent broadleaf weed control, centered on balanced applications of controlled release fertilizer. All fertilizers to be used are phosphorus free and incorporate organic ingredients

Plant Bed Maintenance

Bi-weekly visit to manually remove weeds during the growing season. Chemical treatment is also incorporated as needed.

CONTRACTED SERVICES TOTAL:

Contract Year 2015/16 Price \$ 18,370.00

Contract Year 2016/17 Price \$ 18,921.00

\$17,835.00

ADDITIONAL SERVICES: Snow & Ice Mgmt

The following additional services are provided for your consideration but are not included in your proposed contract. If you wish to accept an additional service please initial the service(s) selected in the signed contract you return to our offices. We will add the selected service's price as shown to your contract.

Parking Lot Salting (Per Time)

\$154.00 Accept: FAH

Salting Priority Level 3 - Parking lots will be salted after plowing and in an ice storm only.

Given the above preferred level, please indicate when deicing is needed :

- Deice every day of the week X
- Deice only business days
- Deice every day but Sunday

Contract Year 2015/16 Price \$ 159.00
Contract Year 2016/17 Price \$ 163.00

\$85.00 Accept: FAH

Sidewalk Salting (Per Time)

Salting Priority Level 3 - Private sidewalks will be salted after plowing and in an ice storm only.

Given the above preferred level, please indicate when deicing is needed :

- Deice every day of the week X
- Deice only business days
- Deice every day but Sunday

Please note business hours and holiday schedule:

Contract Year 2015/16 Price \$ 88.00
Contract Year 2016/17 Price \$ 90.00

ADDITIONAL SERVICES: Landscape Mgmt

The following additional services are provided for your consideration but are not included in your proposed contract. If you wish to accept an additional service please initial the service(s) selected in the signed contract you return to our offices. We will add the selected service's price as shown to your contract.

Irrigation Start Up & Shut Down

\$185.00 Accept: FAH

Irrigation system start up includes system activation and head-to-head inspection to ensure coverage and function. Unless otherwise specified, all needed repairs are completed at this time and invoiced on a time and materials basis. Irrigation system shut down includes system winterization. Repairs will be discussed with client if needed.

Contract Year 2015 Price \$ 191.00
Contract Year 2016 Price \$ 196.00

Hardwood Shredded Bark (Per Yard)

\$50.00 Accept: FAH

Includes redefining of bed edges, installation of hardwood shredded bark mulch, and associated clean up.

Contract Year 2015 Price \$ 52.00
Contract Year 2016 Price \$ 54.00

Small Tree and Shrub Pruning

\$800.00 Accept: FAH

Two (2) visits during the growing season to mechanically prune shrubs under (7) feet in height. Hand pruning will be done only on a limited basis. A more in depth pruning plan can be discussed with your account manager.

Contract Year 2015 Price \$ 818.00
Contract Year 2016 Price \$ 843.00

Irrigation Maintenance (Per Hour)

\$65.00 Accept: FAH

Hourly rate to visit site and inspect irrigation system. All needed repairs / servicing will be billed on a time and materials basis.

Contract Year 2015 Price \$ 66.00
Contract Year 2016 Price \$ 67.00

Contract Services Total: \$17,835.00
12 Monthly Payments of: \$1,486.25

This is a three (3) year snow & lawn agreement. The seasonal contracted amount is invoiced in twelve (12) equal installments each season. The first installment will be due December 1, 2014 and the final installment will be due November 1, 2017. Late sign up may affect your installment schedule. Feel free to contact your account manager with any questions.

DJ'S LANDSCAPE MANAGEMENT, INC.
TERMS AND CONDITIONS

1. This written agreement contains the entire agreement of the parties in regard to its subject matter and supersedes all previous oral and written agreements made before the date of this agreement. All desired addendum / change orders must be made in writing and signed by both parties to be enforceable. Any and all additional work during this contract season(s) shall be governed by this document unless otherwise stated. "Landscape Management" and "Snow & Ice Management" seasons are presumed to cover the time periods April 15 through November 30, and November 15 through April 14, respectively.
2. Unless otherwise specified or requested, DJ's will invoice Customer near the fifteenth (15th) and thirtieth (30th) of each month. The first invoice will include the monthly installment and any additional services rendered through the date of invoice. The second invoice is only generated if additional services are rendered after the first invoice of the month. Customer agrees to pay 1.5% finance charge (18% APR) on accounts past the due date each month until the balance is paid in full. Charges for work completed outside the current invoicing period are still valid in their full amount.
3. Customer understands and agrees that delays in payments made to DJ's may result in suspension of services, and appropriate legal action being taken to collect monies owed to DJ's. Customer agrees that costs of such legal action, including without limitation, lawyer's fees, costs, and expenses of suit or collection, will be Customer's obligation to pay when DJ's is the prevailing party in any litigation. Any checks that are returned to us for insufficient funds will be accessed an additional \$25.00 service fee. This service fee will be added to your account balance and become due immediately.
4. All work is completed to the specifications listed in this contract. Additional specifications such as call ins, service logging/reporting, specialized invoicing, or any change to the original contract specifications or special considerations which causes DJ's to incur additional cost must be presented in writing and approved by DJ's and Customer prior to contract signing. Additional service specifications presented after contract signing will be subject to a surcharge.
5. In the event Customer is not satisfied with workmanship or quality, DJ's will investigate and remedy the concern if the work has not been completed to the specifications of this agreement. If the specifications of this agreement are not directly applicable to a disagreement, the industry standard, as determined by DJ's from its experience with other Customers, will dictate whether the work is satisfactory.
6. All materials, i.e. irrigation parts, green material (plants, trees, turf, and any other living "material"), landscape materials, carry a one (1) year warranty unless otherwise specified. DJ's does not accept responsibility for, nor will warranty green material which has died due to inadequate watering or over-watering, if DJ's is not responsible for managing the care of these materials. If plant death is due to climate factors, DJ's reserves the right to wait until conditions are more favorable before replacing the planting under warranty. Improper care, tampering, vandalism, or any other event which is outside DJ's control will render the warranty null and void.
7. Customer shall notify DJ's in writing of any damage to Customer's property, including irrigation system, suspected to be caused by services performed within twenty-four (24) hours of discovery. DJ's shall not be liable for any damages unless given opportunity to investigate and repair. The quality of repairs is to be governed by industry standards as stated above.
8. Customer is aware some services, such as, but not limited to Core Aeration and/or Plant Installations, may result in unpreventable damages to unmarked irrigation systems, utility lines, drain tile, or other unmarked below-grade utilities. DJ's shall not be responsible for the cost of repairing these items if they are not properly and clearly marked or flagged. If requested, DJ's can mark underground obstacles for an additional fee. DJ's will always exercise reasonable care and caution. For services requiring excavation to a depth greater than ten (10) inches, DJ's will contact the appropriate utility company to mark underground lines. Utility lines include gas, electric, telephone/cable, and sewer. This service will be included in the estimate unless otherwise stated. Private lines, such as irrigation, drain tile, and other non-public utilities, are not included in this service but can be staked for an additional fee. Customer understands that there may be unforeseen, additional costs associated with project work.
9. This contract may be terminated by Customer only as follows: For non-service related termination, ninety (90) day written notice of intent to terminate the contract is required to avoid a termination fee. (Termination fee to be Ten (10) percent of the greater of current contract value or previous annual billings.) In the event Customer wishes to terminate the contract for service delivery and/or quality issues, written notice to DJ's of intention to terminate contract and specific violation(s) of work specifications is required. DJ's will be allowed thirty (30) working days after said notice to correct cited violation(s). If after thirty (30) working days the violations have not been corrected or satisfactory arrangements for the completion thereof made, this contract may, at the option of the Customer, be terminated without fee. In the event of termination of any kind, DJ's will evaluate the value of work completed to date and generate a final invoice. Payment in full for all installments and/or services performed to date of termination and any applicable termination fee shall become due in fifteen (15) days.
10. DJ's reserves the right to terminate the contract without notice in the event of Customer's failure to make timely payments, and/or actions by Customer to circumvent, interrupt or otherwise adversely impact, any relationship between a subcontractor and DJ's. In addition, abusive or threatening behavior towards DJ's will not be tolerated and will be grounds for immediate contract termination and the imposition by DJ's of the termination fee described in paragraph 9 above.
11. DJ's Landscape Management, Inc. is licensed and insured. Proof of insurance is available upon request.
12. DJ's Landscape Management office hours are Monday thru Friday, 8:00 AM to 5:00 PM. A 24-hour answering service may be utilized through the automated menu for emergencies. Hours of operation for Landscape Management Services are Monday thru Friday, 7:00 AM to 5:00 PM. Winter operation hours are 12:00 AM to 5:00 PM Monday thru Saturday and 12:00 AM to 7:00 AM on Sundays. Winter operational hours may also vary with weather conditions. Work requests or special services which need to be completed outside of operational hours may be subject to an additional fee.
13. DJ's reserves the right to add a fuel surcharge - not to exceed 3% - to hourly rates and monthly contract invoices should fuel prices exceed an average of \$4.50 per gallon in any given calendar month as determined by <http://www.eia.gov/petroleum/gasdiesel/>. This surcharge is applicable regardless of contract type.

SNOW SERVICES:

14. Quoted rate for snow plowing is for plowing of parking areas or driveways only. Unless specifically stated, sidewalk shoveling is not part of quoted rate. Quoted rate does not include salt spreading services or front-end loader service unless specified, however these services are available at an additional charge. For the purposes of this document, references to "snow clearing" or "clearing" shall refer to plowing and/or shoveling.
15. DJ's will exercise its best judgment based upon weather forecasts and existing conditions at the time. Customer is aware that weather may change rapidly and without notice. Changes in weather conditions are considered to be an "Act of God" for which DJ's assumes no liability. Customer agrees to allow DJ's to decide if clearing is warranted based upon snow accumulations at the site where clearing is to take place. Customer waives any claim against DJ's based on such decision, and agrees to indemnify DJ's for any claims brought against DJ's by any third party based, directly or indirectly, on such decision, such indemnification to include payment to DJ's of all attorney fees and other costs incurred in defense against such claims.
16. Unless otherwise specified, snow clearing services will be dispatched at one and one half (1.5) inches of new snow accumulation. Quoted rate is for clearing that is done as part of a regular service when all other accounts are being checked or cleared. Weather conditions permitting, snow services will be performed between the hours of 12:00 AM and 7:00 AM. Customer acknowledges the timeliness of services may be affected by late snowfall, wet/heavy snow, elevated accumulations, fast accumulating snowfall, equipment breakdowns, or other unforeseen and uncontrollable circumstances. DJ's reserves the right to limit services during business hours due to the increased opportunity for accidents to occur. Customer is expected to have communicated daytime service requirements to DJ's prior to proposal generation and signing.
17. Special request clearings for reasons such as clearing an area where cars were parked when original clearing occurred, clearing areas where ice and snow pack has loosened to slush, clearing areas which have snow accumulation due to drifting, and any other reason other than new snow accumulation of one and one half (1.5) inches will be subject to a minimum charge determined by DJ's. This is due to the fact that DJ's operators are paid a two (2) hour minimum when called out for special clearings. DJ's can add these services to the contracted amount upon request at an additional cost.
18. DJ's reserves the right to make only one visit per 24 hours. In the event of significant snowfall over a prolonged period of time, return visits may be made only after all properties serviced by DJ's have been cleared at least once. Should snowfall exceed 8 inches of new accumulation during a 24 hour period, plowing and shoveling services may be billed on a time and material basis as larger equipment will be needed to properly clear the snow.
19. Customer is presumed to know the property boundaries. DJ's will clearly stake the areas to be plowed as needed. In the event the areas staked are erroneous, it is the responsibility of the Customer to inform DJ's of any errors. Should Customer fail to inform DJ's, or give reasonable notice in the event that an error needs correcting, Customer agrees to defend and hold harmless DJ's for any and all trespasses or damage that may result. (covered by #7)
20. DJ's will clear snow from surfaces only in areas where it is deemed safe. To avoid damage, there will always be a small strip of snow along garage doors and other objects/buildings that will not be plowed. In the event DJ's is unable to clear the entire contracted area due to obstacles outside of DJ's control- such as parking spot(s) between two (2) parked cars, or the open half of a 2-stall driveway with a vehicle parked in it - only area accessible and safe will be cleared. DJ's does not prorate services in this instance.
21. It is presumed the Customer understands that snow plowing by its very nature involves pushing a steel blade over the surface of the pavement. If the pavement is defective, deteriorated, weakened, frost heaved or was installed improperly, the results of these previous conditions are more likely to appear after snow plowing. Customer is responsible for all damages to, or resulting from objects hidden in the snow such as but not limited to; speed bumps, manhole covers, or truck chocks. In addition to the general scraping damages which are expected from normal plowing, DJ's accepts no liability for any damages occurring as a result of plowing asphalt before the final coat. Customer allows DJ's to use best judgment as to where snow should be piled unless otherwise specified. If Customer does not believe snow should be stored in a particular area of the property, it is their responsibility to make DJ's aware of this preference prior to proposal generation and signing. If a small number of snow storage areas are designated, Customer is aware that the additional damage may be caused to the landscaping as a result of all the snow being piled in only a few places. Customer agrees to pay for the associated repair costs which are above and beyond the standard expectation, as determined by DJ's.
22. Customer understands that sidewalk crews may not work safely if temperature and wind conditions combine to make wind chill factors below zero (0) degrees Fahrenheit. Customer agrees and understands that DJ's reserves the right to stop working in these severe conditions (without penalty) so as not to force unsafe conditions upon employees.
23. Customer understands that clearing and/or salting of a particular location may not clear to "bare pavement" and slippery conditions may continue to prevail even after clearing or salt application. It shall be the responsibility of the Customer to notify DJ's in the event that weather conditions cause melting and re-freezing of any previously treated surface area. Customer understands that DJ's assumes no liability for this naturally occurring condition and agrees to release DJ's from liability therefore and to defend and hold harmless and indemnify DJ's, its owners, employees, officials, successors, assigns, and contractors, from and against all claims that may arise as a result of or are in any way related to this naturally occurring condition.
24. Unless specified above, DJ's will make one (1) visit after the end "Snow & Ice Management" season to remove plow stakes and repair landscaping damage resulting from snow plowing. Customer understands that lawn and landscape areas which are damaged will take time to return to their original state and this condition is a normal and expected consequence of snow plowing. Lawn areas will be repaired with top soil, grass seed, and beneficial penn mulch. Existing sod pieces will be used to aid in repair but at no point will DJ's furnish new sod to repair damages. DJ's is not responsible for damage to landscaping caused by salt residue run-off, salt overspreading, or soil contamination as the frequency of the salting applications is directed by Customer. DJ's is also not responsible for gravel, sand, dirt, or other deposits remaining in a snow storage area after snow has melted. If damage is extreme and the result of Customer instructions, it will be the responsibility of the Customer to pay for the necessary repairs.
25. If requested, specialty equipment and hauling trucks are available upon request. Equipment is priced per hour with a minimum of two (2) hour charge. When completing these specialty services, DJ's cannot and will not accept responsibility for objects in the snow or for

any damages to the customer's property resulting from the work customer has requested DJ's complete. This is due to the work regularly requiring large equipment and significant force in order to accomplish the customer's objective.

- 26. DJ's reserves the right to add a salt surcharge for contracted salting services when there are significant changes in product availability and regional pricing. This surcharge is applicable regardless of contract billing type.

Rev. 06/24/2014

AGREEMENT ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are hereby accepted. DJ's is authorized to do the work as specified and payment will be made as outlined above. Both signees warrant they have full legal right to authorize the work as described above. Contract is binding between DJ's and Customer and shall survive any transfer of real estate that is the subject of this contract.

Please sign this copy and return it to our offices to start services. Thank you!

Respectfully Submitted By:

David Vander Slik Jr.
DJ's Landscape Management
This proposal may be withdrawn if not accepted within _____ days.

Acceptance:

Robert H. Wise

10-23-14

Mr. Bob Wise

Date

BC 10/23/14





Account # _____

ROSE PEST SOLUTIONS
INDUSTRIAL • COMMERCIAL • INSTITUTIONAL
Pest Management Agreement

INCREASING SERVICE FROM \$99 to \$119 per month

Client West Michigan Aviation Academy Attention Bob Wise Phone (616) 446-8886
Address 5363 44th St SE City Grand Rapids State Mi. Zip Code 49512
Service at: _____ Contact _____ Phone _____
Location _____ City _____ State _____ Zip Code _____

We have made a careful inspection of your structure. Our inspection shows evidence of conditions conducive to an infestation of _____ which can be controlled by selecting our Rose Pest Management Program.

1. Service

Pest management service will be rendered by Rose Pest Solutions for the elimination and prevention of Roaches Rats Mice Ants (excluding carpenter and pharaoh ants). Other pest to be controlled: bees/wasps
Please Note: Insofar as Integrated Pest Management principles dictate that control strategies are customized for specific pests, this agreement and service guarantee are limited to the pests noted above.

2. Service Schedule

Rose Pest Solutions will provide a regularly scheduled service program designed to correct existing and prevent future pest problems covered under this Agreement. The services will be scheduled as indicated: 1 time(s) each month weekly. Service areas included adding service to New addition to the Academy
* Service includes (2) exterior ground treatments per year

3. Guaranteed Service

In the event a pest problem covered under this Agreement should occur between regularly scheduled service visits, Rose will return promptly to correct the pest problem at no additional charge to you.

4. Materials Used and Treatment

All materials used shall conform to federal, state and local laws. The method of treatment and materials used will be prescribed to provide effective control, with your safety and care for your environment as major considerations. Should anyone at the service location be asthmatic or sensitive to petrochemicals, client agrees to promptly advise our office. Rose has provided a sheet entitled Risk/Benefit Information for Pesticide Applications. on file
Client Initials _____

5. Client Cooperation

If sanitation or structural problems exist which can contribute to pest problems, a report will be written and presented to the client's responsible person for corrective action. Client agrees to make every reasonable effort to correct such problems as soon as possible, and acknowledges that failure to do so may result in unsatisfactory results and the voiding of service guarantee (paragraph 3 above).

6. Cost of Service

The initial setup and service charge will be \$ 0. The initial equipment charge will be \$ 0. Thereafter, the regular charge will be \$ 169.00 per service for the next 12 months. Payment to be Collect Bill Year-In-Advance. A payment discount of _____% of the annual regular charges may be taken if service is paid a year in advance. The above price quote is guaranteed for _____ days starting from _____

7. Terms of Agreement

This Agreement shall be in effect for an original period of one year. Thereafter, the Agreement shall renew itself from month to month until terminated by either party upon 30 days written notice.

Rose Pest Solutions: Joe Meade Account Manager #6024 Purchase Order No. _____
3883 Clay Ave. SW Grand Rapids, MI 49548 Accepted by: * Robert A. Thre
Accepted by: _____ Title: FACILITY MGR. Date: 8-9-12
Date: 8-5-12 Phone: (616) 534-5493 Date to begin service: _____
x _____ Servicing District Code: 6206
Rose District Manager's Approval

ORDER NOT FINAL UNTIL ACCEPTED BY ROSE CREDIT DEPARTMENT

FOR OFFICE USE ONLY

BILLING CODE _____	SPECIAL INFORMATION _____	INDUSTRY CODE NUMBER _____
SERVICE TYPE _____	MONTH TO START SERVICE _____	
ADDITIONAL PESTS _____		
SERVICE HOURS _____	SERVICE DAYS M T W T F S _____	
SERVICE NEEDED EA MONTH _____	FIRST SERVICE DATE _____	TICKET NUMBER _____ ROUTE NUMBER _____
WHITE - CENTRAL OFFICE COPY	PINK - DISTRICT COPY	GOLDENROD - ACCOUNT MANAGER COPY

FOOD SERVICE AGREEMENT

This FOOD SERVICE AGREEMENT (this "Agreement") is made this 18th day of July, 2012 (the "Effective Date"), by and between Grand Rapids Public Schools, a body corporate and a Michigan general powers public school district, whose address is 1331 Franklin SE, P.O. Box 117, Grand Rapids, Michigan, 49503 (hereinafter referred to as "GRPS") and West Michigan Aviation Academy, a body corporate and Michigan general powers public school district, whose address is 5363 44th St SE Grand Rapids, MI 49512 (hereinafter referred to as "West Michigan Aviation Academy"). GRPS and West Michigan Aviation Academy are referred to herein individually as a "Party" and together as the "Parties."

RECITALS

A. GRPS and West Michigan Aviation Academy are organized under the Revised School Code (the "School Code") MCL 380.1 et seq..

B. West Michigan Aviation Academy desires to engage the nutrition services department of GRPS to provide the food services to West Michigan Aviation Academy and in particular the United States Department of Agriculture ("USDA") funded school meal program, kindergarten through 8th grade (the "Food Service Program").

C. GRPS and West Michigan Aviation Academy are authorized to enter into this Agreement pursuant to Section 11a(4) of the School Code, MCL 380.11a(4), which provides in part that the Parties may enter into agreements or cooperative arrangements with other entities, public or private.

AGREEMENT

Now therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. OBLIGATIONS OF THE PARTIES

1.1. GRPS Obligations. Commencing upon the Effective Date of this Agreement, in addition to any other requirements of GRPS set forth herein, GRPS, its personnel and agents, shall be responsible to manage, supervise, and otherwise oversee the Food Service Program, for all buildings owned and leased by West Michigan Aviation Academy, including but not limited to the following (collectively, the "GRPS Services"):

A. Procure and deliver all food (perishable and non perishable), supplies, equipment, and other product and materials necessary to efficiently and effectively operate the Food Service Program. The procurement of any food, supplies, materials and/or equipment shall be done in accordance with MCL 380.1274, and all applicable policies, procedures, rules and regulations of West Michigan Aviation

Academy. All such procurements must receive the prior written approval of West Michigan Aviation Academy.

- B. Develop nutritious menus, in accordance with applicable State and Federal guidelines.
- C. Train and supervise GRPS Nutrition Services staff pursuant to GRPS policies, procedures, regulations and contractual obligations.
- D. Prepare appropriate State and Federal reports, as well as any appropriate documentation to participate in State and Federal programs, including, but not limited to, the National School Lunch Program and the School Milk Program.
- E. Facilitate any applications and related documentation for any West Michigan Aviation Academy students eligible to participate in the Free and Reduced Lunch Program.
- F. Ensure compliance with all USDA regulations, including without limitation appropriately accounting for all USDA donated commodity food received by West Michigan Aviation Academy.
- G. Ensure meals are served on such days and at such times as required by West Michigan Aviation Academy even if GRPS is closed on any day that West Michigan Aviation Academy is open.
- H. Make a monthly claim for reimbursement through the Michigan Department of Education.
- I. Obtain and maintain at its expense point of service software and communication systems. Costs incurred shall be billed to West Michigan Aviation Academy.

1.2. **West Michigan Aviation Academy Obligations.** Commencing upon the Effective Date of this Agreement, in addition to any other requirements of GRPS set forth herein, West Michigan Aviation Academy, its personnel and agents, shall be responsible for the following in connection with the Food Service Program:

- A. Assemble and provide information to GRPS relative to the operation of the Food Service Program.
- B. Provide GRPS access to all Food Service Program related premises and equipment.

- C. Maintain and repair all equipment used in the Food Service Program in good working order and repair, including without limitation lunch tables.
- D. Distribute and collect from students meal applications as are provided by GRPS.
- E. Secure and maintain daily cafeteria deposits in the schools for scheduled pick-up by a GRPS courier if necessary.
- F. Provide supervision and daily cleaning for the lunch room and kitchen areas.
- G. Provide student servers for all meal sites.
- H. Provide waste disposal and trash removal services.
- I. Provide to GRPS student services current enrollment data of West Michigan Aviation Academy.
- J. Ensure that parents of West Michigan Aviation Academy students maintain adequate funds in their respective students' accounts at all times via the meal pay system as directed by GRPS.
- K. Obtain and maintain all licenses required by applicable health department regulations.
- L. Make available for GRPS to retrieve at the end of each school year that this Agreement is in place, all remaining food and paper supplies, including without limitation all serving utensils from the elementary school kitchens.

SECTION 2. MEAL PRICES

- Free and reduced priced meals will be at no charge.
- Full price meals will be \$2.75.
- Adult priced meals will be \$3.00.
- Milk only price will be 50 cents.

SECTION 3. REVENUES AND PAYMENTS

All revenues collected from reimbursable meals and ala carte sales shall be deposited directly with GRPS Nutrition Services. West Michigan Aviation Academy shall be liable for any unpaid student meal debts that are uncollected at the end of the school year, and shall reimburse GRPS for all costs and expenses incurred by GRPS in connection with the Food Service Program that are not recovered by GRPS from normal collection of meal sales. Such reimbursement shall occur within five (5) days of delivery by GRPS to West Michigan Aviation

Academy of written documentation showing the unpaid costs and expenses. West Michigan Aviation Academy shall be billed at the end of the yearly contract for GRPS administrative fees, not to exceed \$3250. Any fund balance remaining at the conclusion of the school year after all expenses and administrative fees are paid shall be held in escrow to offset future West Michigan Aviation Academy indirect expenses. However if parties mutually agree, amounts in excess of 10% of total expenditures may be released to West Michigan Aviation Academy to cover allowable expenses incurred directly by them.

SECTION 4. PERFORMANCE

GRPS agrees to perform all GRPS Services in a professional manner in accordance with all applicable federal, state and local laws, rules, regulations and ordinances, as well as applicable policies and procedures of West Michigan Aviation Academy. The Parties agree to meet at least quarterly to review the financial status and other aspects of this Agreement.

SECTION 5. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue through June 30, 2013 (the "Initial Term"). Either Party may terminate this Agreement for any reason by providing thirty (30) days prior written notice to the other Party. This Agreement shall automatically renew for periods of one (1) year, commencing on July 1, 2013, and annually thereafter (each a "Renewal Term"), unless either Party elects not to renew by giving written notice of such intention to the other Party by June 1 of the year at issue.

SECTION 6. EMPLOYER OF RECORD

Each Party shall be designated as the Employer of Record with respect to each person performing any obligations under this Agreement on behalf of the respective Party. Each Party expressly agrees that each such person shall remain an employee of the respective Party for which the person was hired or engaged, consistent with the terms of the applicable employment or collective bargaining agreement, if any, governing the employment of such personnel, and such respective Party shall be responsible for costs of employment (salary, taxes, fees, fringe benefits etc.) relative to that personnel, except as otherwise stated herein. This Agreement shall not be construed as authority for any Party to act for another Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. A Party, or its respective employees, are not entitled to participate in any plans, arrangements, or distributions by the other Party pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans.

SECTION 7. RESERVATION OF RIGHTS

This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity

of each Party, and shall not be construed to waive the defense of governmental immunity held by either Party.

SECTION 8. RECORD KEEPING

The Parties shall maintain records of any obligations performed, and any payments received or costs incurred under this Agreement. Such records shall be kept in accordance with generally accepted accounting principles, and shall be made available to the other Party during normal business hours, upon reasonable notice.

SECTION 9. MUTUAL INDEMNITY

9.1. GRPS Indemnity

To the extent permitted by law, GRPS indemnifies, holds harmless and agrees to defend West Michigan Aviation Academy, its board members, employees, agents, successors and assigns, from and against any and all claims, demands, causes of action, suits, proceedings, losses, costs, liabilities, damages (including consequential, incidental or punitive damages) and expenses of any kind or nature, including without limitation all attorneys' fees, incurred by West Michigan Aviation Academy for injuries, sickness, property damage or death of GRPS employees or agents arising out of or related in any way to GRPS's use of the kitchen equipment and facilities, except to the extent any such claim arises as a result of the negligent acts or omissions of West Michigan Aviation Academy.

9.2. West Michigan Aviation Academy Indemnity

To the extent permitted by law, West Michigan Aviation Academy indemnifies, holds harmless and agrees to defend GRPS, its board members, employees, agents, successors and assigns, from and against any and all claims, demands, causes of action, suits, proceedings, losses, costs, liabilities, damages (including consequential, incidental or punitive damages) and expenses of any kind or nature, including without limitation all attorneys' fees, incurred by GRPS for injuries, sickness, property damage or death of West Michigan Aviation Academy students, employees or agents, arising out of or related in any way to this Agreement or the Food Service Program, except to the extent any such claim arises as a result of the negligent acts or omissions of GRPS.

SECTION 10. INSURANCE

West Michigan Aviation Academy shall, at its expense, maintain, at a minimum, insurance coverage for general liability, in commercially reasonable amounts, and shall name GRPS as an additional insured.

SECTION 11. NOTICES

All notices to be provided under this Agreement shall be made by first class mail or hand delivery, and shall be deemed delivered immediately upon hand delivery or the third (3rd) business day after regular mail. Notices shall be delivered to:

West Michigan Aviation Academy
5363 44th St.
Grand Rapids Mi. 49512
Attn: _____
Phone #: 616-446-8886
Fax #: 616-957-0491

Grand Rapids Public Schools
1331 Franklin SE
P.O. Box 117
Grand Rapids, Michigan, 49501-0117
Attn: Julie Davis
Phone #: 819-2068
Fax#:819-2051

SECTION 12. DISPUTE RESOLUTION PROCEDURE

Any and all disputes between the Parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the Parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the Parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Grand Rapids, Michigan. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The cost of arbitration, not including attorneys' fees, shall be paid by the losing party.

SECTION 13. MISCELLANEOUS

- 13.1. Entire Agreement. This Agreement sets forth all the covenants, agreements, stipulations, promises, conditions and understandings of the Parties concerning the activities and services contemplated herein. No Party, or its respective Board members, employees, attorneys, consultants, advisors, agents, representatives or students, have made any covenant, agreement, stipulation, promise, condition or understanding,

warranty or representation, either oral or written, other than as set forth herein.

- 13.2. Amendment. This Agreement shall not be modified, altered or amended except by written agreement duly executed by the Parties in accordance with the terms hereof.
- 13.3. Invalidity of Particular Provision. The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions hereof, which remain valid and be enforced to the fullest extent permitted by law.
- 13.4. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement nor in any way shall affect this Agreement or the construction of any provision hereof.
- 13.5. Waivers. A Party may not waive any default, condition, promise, obligation or requirement applicable to the other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation or requirement in any past or future instance. No failure by a Party to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement, or to the exercise any right or remedy in the event of default, shall constitute a waiver of any such default of such covenant, agreement, term or condition.
- 13.6. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan.
- 13.7. Expenses. Except as otherwise specifically provided herein, the Parties shall pay their respective attorney fees, accounting fees and other costs and expenses incurred in connection with the performance of this Agreement.
- 13.8. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental entity or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.
- 13.9. Assignment. West Michigan Aviation may not assign this Agreement without the prior written approval of GRPS.

- 13.10. Successors and Assigns. The covenants, conditions and agreements in this Agreement shall be binding upon and inure to the benefit of each Party, their respective legal representatives, successors and assigns.
- 13.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.
- 13.12. Authorized Signatory. The Parties represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations set forth herein, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or approvals required for execution of this Agreement.

IN WITNESS WHEREOF: the Parties hereto on this day execute this Food Service Agreement as of the Effective Date.

GRAND RAPIDS PUBLIC SCHOOLS

West Michigan Aviation Academy

By: Julie Davis
 Its: Executive Director
 Date: 7/25/12

By: Patrick J. Sawyer, Sr.
 Its: CEO
 Date: July 18, 2012