

RICHARD GOTTLIEB MEDICAL SERVICES PROFESSIONAL FIRST AID SERVICES AGREEMENT

This Agreement is to confirm our understanding of the terms and objective of our engagement as well as the nature and limitations of the services to be provided. This Agreement is made and entered into on March 06, 2020 ("Effective Date") by and between Richard Gottlieb Medical Services ("RGX") and Isla Vista Community Services District ("Client"). RGX and Client agree as follows:

Scope of Services - RGX will provide all professional services necessary to fulfill the Scope of Services, agreed upon by both parties herein. This engagement is limited to the period and the services specified below:

- Services to be Provided:
 - Oversee the administration of First Aid up to and including any Basic Life Support (BLS) care pursuant to the Scope of Practice designated by the state of California Health and Safety Code - HSC DIVISION 2.5. EMERGENCY MEDICAL SERVICES 1797.60
 - Provide Basic and Advanced medical supplies
- Event: Sunfest 2020
- Location: Anisq'oyo Park in Isla Vista
- Period of Event: April 04, 2020 at 12:00 PM - April 04, 2020 at 6:00 PM
- Fee: \$2,500.00

Amenities provided by Client – Client will ensure the following is provided to RGX, agreed upon by both parties herein, to ensure RGX has the necessary resources to provide professional services:

- First Aid Tent (located inside the event)
- Dedicated portapotty and handwashing station behind First Aid Tent
- 120 volt, 20 amp AC power
- Four (4) 6 ft. tables
- Eight (8) folding chairs
- Four (4) Radios + Four (4) speaker mics
- Meals provided for medical staff

Independent Contractor Status

RGX's relationship with Client is solely that of an independent contractor, and nothing in this Agreement is intended to or should be construed to create a partnership, agency, representation, joint venture or employment relationship between the Parties. The Parties agree that Client will not be obligated to pay any employment taxes except as required by law.

Mutual Indemnification

To the full extent permitted by law, RGX agrees to indemnify, defend and hold harmless the District, its officers, employees, and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of RGX, its officers, employees or agents ("Indemnitors") or arising from RGX's or Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except Claims or Liabilities occurring as a result of District's sole negligence or willful acts or omissions, or solely rising out of any condition of public property. The indemnity obligation shall be binding on successors and assigns of RGX and shall survive termination of this Agreement.

Client will indemnify RGX and hold it harmless from all claims made against RGX in connection with its performance of the Services to the fullest extent permitted under applicable law, except to the extent such claims arise as a result of RGX's gross negligence or willful misconduct.

Confidentiality

Any confidential information acquired by RGX from Client concerning Client's proprietary information shall not be disclosed by RGX to others or used for RGX's own benefit without the prior written consent of Client. RGX further agrees that any disclosure of the Confidential Information will only be such as is reasonably necessary to the performance of the Services and will only be to employees and subcontractors of RGX who are bound by written agreements with RGX to maintain the Confidential Information in confidence. The restrictions in this Section do not apply to the extent it can be established by the written records of RGX that the information:

- (a) was known to the RGX at the time of disclosure,

- (b) was part of the public domain at the time of disclosure or later entered the public domain through no fault of the RGX,
- (c) was made known to the RGX from another source under no obligation to the disclosing party, or
- (d) was independently developed by the RGX without use of the Client's Confidential Information.

Consideration and Payment Terms

In exchange for the specified services, Client shall pay RGX \$2500. A 20% (\$500) non-refundable deposit is due at the time of signing the contract. The remaining balance of 80% (\$2000) shall be due on or before 12:00pm on April 01, 2020. In event of late payment, a 10% interest penalty fee will accrue each 30 days on the remaining balance due of the contract. This penalty fee will be added on the first day past due and will be reassessed and billed each 30 days until payment is made in full. Each party shall pay all taxes and legal, accounting, and other expenses incurred by such party in connection with the negotiation, execution and performance of this Contract.

Cancellation/Termination of Contract

If the event is cancelled for any reason, including acts of God, war, terrorist activity, labor disputes, accident, and/or government regulation, action or intervention, less than 30 days prior to the start of the event, RGX shall be entitled to collect full payment as defined in the Consideration and Payment Terms Section of this Agreement.

Publicity

Client hereby grants to RGX the right to use Client's name, likeness, image and biographical information in connection with advertising, marketing and promotion, including any photographs or recordings from the Festival. Client will provide RGX with Client's photograph, image, and biographical information if requested by RGX.

Term of Contract

This Agreement shall commence on the effective date and terminate at 6:00pm on April 04, 2020.

Jurisdiction

This Agreement shall be construed and enforced under the laws of the State of California, without regard for its conflicts of laws principles.

Time of Essence

Time is of the essence to each and every provision of this Agreement and will be abided by in the following ways: Client will respond and/or sign and return this Agreement and all other pertinent agreements within seven (7) days of receipt from RGX; Client agrees that all information requested pertaining to the event, including RGX arrival and departure logistics, technical needs, ticketing needs, and other needs, will be submitted by their required deadlines.

Miscellaneous Provisions -

- (a) **No Waiver.** No failure or delay by either party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power, or remedy. No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.
- (b) **No Assignment.** This Agreement and the obligations and benefits hereunder are specific to the Parties hereto and are not assignable by either party. The Service contracted for hereunder is unique and Contractor may not substitute the services of another without the express written consent of RGX.
- (c) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- (d) **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- (e) **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Santa Barbara County, California, United States. Any dispute arising under this Agreement shall be brought in court located in Santa Barbara County, California.
- (f) **Entire Agreement.** This Agreement and any exhibits hereto shall constitute the entire agreement between RGX and Client and the Agreement may not be amended, modified or supplemented except by a writing signed by both Parties.

If the Professional First Aid Services Agreement is in accordance with your understanding, please sign below. Thank you for this opportunity to serve you.

Accepted by Client:

Accepted by Richard Gottlieb Medical Services

Isla Vista Community Services District

Richard Gottlieb Medical Services

Date: _____

Date: _____

Name: _____

Title: _____