

Service Provider Agreement

Owner: **The Board of Education of the
Gallia-Jackson-Vinton Joint Vocational School
District**
351 Buckeye Hills Road
Rio Grande, Ohio 45674

**Owner's
Principal
Contact:** **Jamie L. Nash, Superintendent**
740-245-5334
nashj@buckeyehills.net

Project: **Lawn Care Service Project**

Provider: _____

**Provider's
Principal
Contact:** _____ **Phone:** _____
_____ **Email:** _____

Contract: **Maintenance**

The Owner and Provider hereby agree, effective as of the date this **Owner-Provider Agreement** (this "**Agreement**") is executed by the Owner (the "**Effective Date**"), as set forth below:

Article 1 — Provider's Services

§ 1.1. Scope of Services. Provider will, in accordance with this Agreement and the Terms and Conditions attached hereto as **Exhibit A**, provide the services identified in the Provider's Scope of Services attached hereto as **Exhibit B** to service, support, repair, and maintain the Equipment identified by the Owner.

§ 1.2. Additional Services. No services in addition to the Provider's Services (such "Additional Services") are contemplated at the time of execution of this Agreement. In the event the Provider identifies the need to perform Additional Services, and provide the Owner with a proposed scope of services and a proposed fee for such Additional Services. No Additional Services shall be performed, and no compensation shall be due, without a prior written, signed agreement between the Owner and Provider that authorizes the Additional Services and establishes the Provider's compensation for the Additional Services.

Article 2 — Term of Agreement.

§ 2.1. Initial Term. The Provider shall provide the Provider's Services for a period of one (1) year, beginning, if ever, on the date of execution of this Agreement (the "**Initial Term**").

§ 2.2. Additional Terms. Upon expiration of the Initial Term or any Additional Term, this Agreement shall renew for an additional period of one (1) year (such "**Additional Term**"), unless cancelled by either party by at least thirty (30) days' written notice to the other party.

Article 3 — Compensation

§ 3.1. Compensation for Initial Term. The Provider's total compensation due for the Provider's proper, timely, and complete performance of the Provider's Services for the Initial Term shall be \$ _____ (the "**Contract Sum**"), payable in quarterly installments of \$ _____, as more particularly described in Exhibit A hereto.

§ 3.2. Compensation for Additional Terms. If this Agreement is renewed for an Additional Term, the Provider's total compensation due for the Provider's proper, timely, and complete performance of the Provider's Services for such Additional Term shall be a sum equal to the Provider's total compensation for

the Provider’s Services in the previous Term, increased by _____ percent (___%).

§ 3.2.1. Any compensation paid to the Provider for Additional Services in the preceding Term shall not be included in the above calculation to determine the Provider’s compensation for subsequent Terms.

§ 3.2.2. Pursuant to Sections 5705.41 and 5705.44 of the Ohio Revised Code, the annual payment obligation is subject to annual appropriation and certification by the Owner.

Article 4 — Contract Documents

§ 4.1. The Agreement between the parties consists of this Owner-Provider Agreement and the following documents, which are hereby incorporated into this Agreement as if fully rewritten herein:

§ 4.1.1. The Provider Terms and Conditions attached hereto as **Exhibit A**;

§ 4.1.2. The Provider’s Scope of Services attached hereto as **Exhibit B**.

This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

In witness hereof, the parties hereby accept and have executed this Agreement:

**BOARD OF EDUCATION OF
THE GALLIA-JACKSON-VINTON JOINT VOCATIONAL
SCHOOL DISTRICT**

«PROVIDER»

Signature

Signature

Printed Name, Title

Printed Name, Title

Date

Date

**CERTIFICATE OF AVAILABILITY OF FUNDS
(ORC Section 5705.41)**

The undersigned, Fiscal Officer of the Owner, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement in the fiscal year in which this Agreement is made has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Date

Fiscal Officer