AGREEMENT FOR MEAL SERVICE THE BEARY PATCH ACADEMY, INC.

This Agreement is made and entered into this _____ day of September 2010, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "School Board") and The Beary Patch Academy, Inc., a Florida corporation ("Beary Patch").

WITNESSETH:

WHEREAS, Beary Patch is desirous of a lunch program.

WHEREAS, the School Board's Food and Nutrition Services Department has the capability to provide a lunch program.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties agree as follows:

- 1. The School Board, in cooperation with Beary Patch, shall make lunch available to children enrolled in the Beary Patch program at the current charge of \$3.25 for lunch per child per day.
- 2. The term of this Agreement shall be for a period of ten (10) months, commencing on September 13, 2010, and terminating on June 6, 2011, unless sooner terminated as provided herein.
- 3. The lunch service shall be in accordance with United States Department of Agriculture, (U.S.D.A.) meal requirements, as set forth in the "Food Service Pattern for the National School Lunch Program." The Food and Nutrition Services program shall be administered by a Registered Dietitian.
- 4. Beary Patch shall be responsible each day for picking up the lunches at the Ashton Elementary School cafeteria and returning all equipment thereto prior to the close of school each day.
- 5. Beary Patch will pick up packaged lunches at Ashton Elementary School and immediately return to Beary Patch. Food must be transported in approved hot and cold food holding equipment.

- 6. Beary Patch shall be responsible for contacting Ashton Elementary School two hours prior to lunch pick-up with an accurate count for lunches. Lunches will be served at Beary Patch immediately following arrival of the food.
- 7. The Ashton Elementary Food and Nutrition Services manager shall submit actual daily meal counts, verified by Beary Patch personnel, to the Food and Nutrition Services Department Central Office on a monthly basis for invoicing to Beary Patch.
- 8. Beary Patch shall remit payment to the School Board to the attention of the Director, Food and Nutrition Services Department, 101 Old Venice Road, Osprey, Florida 34229, within thirty (30) days of receipt of invoices.
- 9. Beary Patch shall indemnify and hold harmless the School Board from and against all liabilities, claims, demands, suits, causes of action, loss and expenses including attorneys' fees, of any and every kind and nature arising from the negligent or intentional act of agents or employees of Beary Patch in connection with the provision of breakfasts and lunches under this Agreement. Nothing herein shall be deemed to constitute a waiver of sovereign immunity on the part of the School Board or to reduce any protection from suit or judgment afforded to the School Board under Florida law. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.
- 10. This Agreement may be terminated by either party upon thirty (30) days' written notice.
 - 11. Any notice given pursuant to this Agreement shall be as follows:

To Beary Patch: The Beary Patch Academy, Inc.

5764 Bronx Avenue Sarasota, FL 34231

To the School Board: Director, Food and Nutrition

Services Department

The School Board of Sarasota

County, Florida 101 Old Venice Road Osprey, FL 34229

12. This Agreement represents the entire agreement of the parties hereto and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective undersigned duly authorized officials as of the day and year first above written.

THE SCHOOL BOARD OF SARASOTA COUNTY FLORIDA

	COUNTY, FLORIDA
	By:
	By: Shirley Brown, Chair
pproved for Legal Content ugust 17, 2010, by Matthews, Eastmoore, ardy, Crauwels & Garcia, Attorneys for he School Board of Sarasota County, Florida igned: <u>ASH</u>	
	THE BEARY PATCH ACADEMY, INC.
	By:
	David Baker, Owner