

**RIDE CONNECTION, INC.  
PROFESSIONAL SERVICES CONTRACT**

Contract No. #####

This contract is by and between Ride Connection, Inc., an Oregon nonprofit corporation (hereinafter "RIDE CONNECTION") and XXXXXX (hereinafter "Contractor").

1) TERM

The term of this contract shall be from XXXXXX, through XXXXXX (the "Initial Term"). Thereafter, will automatically renew each month until terminated by either or both parties.

2) AGREEMENT

Contractor agrees to provide the services specified in Exhibit A, "Scope of Work," which is attached to, and made a part of this contract.

3) COMPENSATION

- a. Ride Connection agrees to pay Contractor a rate of \$00.00 per hour to contract maximum of \$000 for performance of the Services outlined in Exhibit A. All Contractor invoices shall be sent directly to Ride Connection and shall contain a reference to the contract number and date services were furnished. Contractor shall receive payment within thirty (30) days after Ride Connection's receipt of an approved invoice.
- b. Ride Connection may require Contractor to supply additional information at any time.

4) DESIGNATED CONTACTS

The designated contact for Ride Connection will be XXXXXXXX, and the designated contact for Contractor will be XXXXXXXX. All communications, notices, and other correspondence will be delivered to the designated contacts of each party unless the parties agree in writing to additional designated contacts.

5) REPORTING

To receive reimbursement, Contractor will submit monthly progress reports to RIDE CONNECTION.

## 6) INDEPENDENT CONTRACTOR

Contractor is an Independent Contractor as defined in ORS 670.600 for all purposes including but not limited to responsibility for payment of all taxes on compensation provided for under this contract. Contractor and its officers, employees and agents are not officers, employees or agents of RIDE CONNECTION as those terms are used in ORS 30.265. Contractor, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of RIDE CONNECTION for any purpose whatsoever.

## 7) INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend RIDE CONNECTION, its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly or indirectly from Contractor's performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of Contractor, its employees, representatives, or subcontractors. Similarly, Ride Connection agrees to indemnify and hold Contractor harmless, from any and all claims, damages, liability or costs (including reasonable attorney's fees) made by third-parties against Contractor that may arise as a result of any act, error or omission, or negligence of Ride Connection pursuant to this Agreement. In consideration of such indemnification, Contractor agrees to provide Ride Connection with prompt notice of any such claim or action, and to provide Ride Connection with an opportunity to take over and manage the resolution of the issue.

## 8) HOURS OF EMPLOYMENT

Pursuant to ORS 279.316 and ORS 279.334, all laborers shall be paid at least time and a half for all overtime in excess of forty (40) hours in any one week and for all work performed on legal holidays, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209 from receiving overtime.

## 9) WORKERS' COMPENSATION

- a. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, will comply with ORS 656.017, and will provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).
- b. The workers' compensation insurance coverage limit must be sufficient to meet Oregon's statutory requirements.
- c. If Contractor is a subject employer, as defined in ORS 656.023, Contractor will obtain employer's liability insurance coverage.
- d. The employer's liability limit will not be less than \$500,000 for each accident for bodily injury by an accident and \$500,000 for each employee for bodily injury by disease.

#### 10) WARRANTIES

Contractor warrants that all Services will meet or exceed industry standards and requirements set forth in this contract. If RIDE CONNECTION discovers a breach of that warranty within one (1) year after final payment under this contract and gives Contractor written notice of that breach within a reasonable time after discovery, Contractor shall remedy the breach promptly and at no cost to RIDE CONNECTION. With respect to services provided by Contractor under this contract, Contractor's obligation under the warranty is to provide the services substantially in accordance with Exhibit A. unless proven directly responsible, Contractor shall only be liable for loss, cost, expense or damage to RIDE CONNECTION in the amount actually paid by RIDE CONNECTION to Contractor.

#### 11) ASSIGNMENT

Contractor may not assign, delegate, or subcontract for performance of any of its responsibilities under this contract without RIDE CONNECTION's prior written consent.

#### 12) LABOR AND MATERIAL

Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, advertising, and other facilities and services necessary for the proper execution and completion of the Services, all at no cost to RIDE CONNECTION.

#### 13) AVAILABILITY OF WORK AND DOCUMENTS

Contractor shall make available at its office at all reasonable times any and all data, documents, plans, specifications, working papers, photographs, or other material produced by Contractor pursuant to this contract, for examination, audit or reproduction, for a period not less than six (6) years after the final payment under this contract, or for any longer period required by statute or by other clauses of this contract. Contractor's work and documents will be made available to RIDE CONNECTION and its authorized representatives.

#### 14) TERMINATION FOR CONVENIENCE

RIDE CONNECTION may terminate all or part of this contract, with 30 days written notice to Contractor, upon determining that termination is in its best interest. Written notice includes standard or certified mail, fax or email. Upon termination under this Paragraph, Contractor shall be entitled to payment in accordance with the terms of the contract for Services completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this Paragraph, Contractor shall submit an itemized invoice for all unreimbursed Services completed before termination and all contract close-out costs actually incurred by Contractor. RIDE CONNECTION shall not be liable for any costs invoiced later than

thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

Subcontractor may terminate the Agreement, upon 30 days written notice to Ride Connection.

#### 15) TERMINATION FOR DEFAULT

If Contractor fails to strictly perform in the manner called for in this contract or if Contractor fails to comply with any other provisions of the contract, RIDE CONNECTION may terminate this contract for default. If the default produces serious safety issues, as determined in the sole discretion of RIDE CONNECTION, then RIDE CONNECTION may immediately and without notice terminate the contract. For all other defaults, RIDE CONNECTION shall deliver notice of intent to terminate this contract to Contractor, and Contractor shall have a reasonable period of time (not to exceed 15 days) to cure such default, after which this contract shall be terminated unless cured to the reasonable satisfaction of RIDE CONNECTION. Contractor shall be paid the contract price only for Services performed in accordance with the manner of performance set forth in this contract. If it is later determined by RIDE CONNECTION that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, RIDE CONNECTION may allow Contractor to continue work, or may treat the termination as a termination for convenience.

#### 16) NON-DISCRIMINATION

During the term of this contract, Contractor shall not discriminate against any targeted audience group or employee or applicant for employment because of race, creed, sex, religion, sexual orientation, color, age, national origin, political affiliation, marital status, or mental or physical disability.

#### 17) JURISDICTION

This Agreement shall be governed by the laws of the State of Oregon, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon and to the venue of the Multnomah County Circuit Court.

#### 18) MEDIATION

Both parties agree to attempt to resolve disputes arising under this agreement in good faith. Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall

jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.

#### 19) COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall adhere to all applicable federal, state, and local laws, regulations, and policies, including, but not limited to, those related to workers' compensation, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, non-discrimination, and affirmative action, including but not limited to those regulations implementing Executive Order Number: 11246 of the President of the United States and section 402 of the Vietnam Readjustment Act of 1973. Contractor shall adhere to all safety standards and regulations established by RIDE CONNECTION for Services performed on its premises or under its auspices.

#### 20) INTEGRATION AND MODIFICATION

This contract, together with its attachments contains the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This contract may be modified only by a written agreement signed by authorized representatives of the parties.

#### 21) NOTICES AND COMMUNICATIONS

- a. All notices and other communications concerning this contract shall be written in English and shall bear the number assigned to this contract by RIDE CONNECTION. Notices and other communications may be delivered personally, by telegram, by facsimile, or by regular, certified, or registered mail.
- b. A notice to RIDE CONNECTION will be effective only if it is delivered to RIDE CONNECTION's Chief Executive Officer, 9955 NE Glisan St., Portland, OR 97220 or to another individual specifically designated by this contract or by RIDE CONNECTION in a subsequent written notice to Contractor. A notice to Contractor will be effective if it is delivered to the individual who signed this contract on behalf of the Contractor at the address shown with that signature, or to another individual designated by Contractor in this contract or in a written notice to RIDE CONNECTION.
- c. Communications other than notices will be effective if delivered to a person designated under this paragraph for receipt of notices or to the project manager for the party receiving the communication if that project manager has been designated by this contract or by written notice to the other party.

#### 22) INSURANCE

During the term of this contract, Contractor shall purchase and maintain any insurance required by this contract. Policies shall be purchased only from companies that are

authorized to do business in Oregon, unless Contractor is adequately self-insured. Contractor shall furnish acceptable certificates of insurance to RIDE CONNECTION with ten (10) days after award of this contract, and prior to commencement of any Services. Contractor shall indemnify RIDE CONNECTION for any liability or damages that RIDE CONNECTION may incur due to Contractor's failure to purchase or maintain any required insurance. Provider must pay all premiums and deductibles required to provide the following:

- a. Workers Compensation as specified in Section 9 above.

#### 23) PROMPT PAYMENT

Contractor shall make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the Services provided for in this contract.

#### 24) INCOME TAX WITHHOLDING

Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

#### 25) ACCEPTANCE OF GIFTS

Contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

#### 26) COMPUTATION OF TIME

Time periods measured in days shall be computed by excluding the day upon which the period begins to run and including the last day of the period unless the last day is Saturday, Sunday, or a legal holiday as defined in ORS 187.010 or ORS 187.020. If the last day of the period is a Saturday, Sunday, or legal holiday, the period shall run until, and shall include, the next day that is not a Saturday, Sunday, or legal holiday. All time periods measured in days shall be based upon calendar days.

#### 27) SEVERABILITY

If a provision of this contract is found by a court of competent jurisdiction to be unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. The parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are effected.

#### 28) WAIVER AND NONWAIVER

- a. A waiver by one party of a right to a remedy for breach of this contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. RIDE CONNECTION's acceptance of goods or services, or payment under this contract, shall not preclude RIDE CONNECTION from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this contract.
- b. The parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

### 29) PARAGRAPH HEADINGS AND OTHER TITLES

The parties agree that paragraph headings and other titles used in this contract are for convenience only, and are not to be used to interpret this contract.

### 30) ATTORNEY FEE PROVISION

If suit or action is instituted to enforce any of the terms or provisions of this contract, the prevailing party shall be entitled to its reasonable attorney fees, costs and disbursements.

### 31) AUTHORITY

The representative signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this contract.

### 32) CERTIFICATE OF OREGON TAX LAW COMPLIANCE

By execution of this contract, Contractor certifies under penalty of perjury as provided in ORS 305.385(6), that it is, to the best of its knowledge, not in violation of any Oregon tax law. For purposes of this certification, "Oregon Tax Laws" are ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Homeowners' and Renters' Property Tax Relief Program under ORS 310.630 to 310.690; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

### 33) PREVAILING CLAUSES

If any clause in the attached exhibits of this contract is found to be in conflict with any of clauses of this main contract to which the exhibits are attached, the clauses of this main contract shall prevail.

### 34) RIDE CONNECTION OBLIGATIONS

- a. RIDE CONNECTION certifies that, at the time this Agreement is executed, there are sufficient funds available and authorized for expenditure to finance costs of this Agreement within RIDE CONNECTION's current appropriation or limitation of the current biennial budget.

35) AGREEMENT DOCUMENTS

Exhibit A: Scope of Work

This contract is legal and binding only if signed by Ride Connection's Chief Executive Officer or Board Chair.

SAMPLE