



Clarksville-Montgomery County School System
621 Gracey Avenue
Clarksville, TN 37040

Contract for Chartered Transportation Service

THIS CONTRACT, by and between the Clarksville-Montgomery County School System, hereinafter referred to as the **School System**, and _____, hereinafter referred to as the **Contractor**, is made and entered into on this _____ day of _____, 20____.

WITNESSETH: In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Contract according to the provisions set out herein.

- A. The **Contractor** agrees to perform the following services: _____

_____.
- B. The **School System** agrees to compensate the **Contractor** as follows: _____
_____.
- C. The amount payable by the **School System** under this contract will not exceed _____.
- D. The term of this contract will be for the dates(s) _____ through _____.
- E. The parties further agree that the following shall be essential terms and conditions of the Contract.
1. If the performance of this Contract requires the **Contractor** and/or an employee of the **Contractor** to have direct contact with school children or have access to the grounds of a school or child care center when children are present, the **Contractor** will comply with Tennessee Code Annotated Section, 49-5-413, as amended, which requires the **Contractor** and/or an employee of the **Contractor** to supply a fingerprint sample and submit to a criminal history check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation.
 2. The **Contractor** warrants that no part of the total contract amount provided herein will be paid directly or indirectly to any official or employee of the **School System** as wages, compensation, or gifts in exchange for acting as officer, employee, subcontractor, or consultant to the **Contractor** in connection with any work contemplated or performed relative to the Contract.
 3. No person on the ground of handicap, race, color, religion, sex, or national origin will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of the **Contractor**.
 4. The **Contractor**, being an independent contractor and not an employee of the **School System**, agrees to carry adequate liability and other appropriate forms of insurance. Minimum liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate is required. The **School System** will have no liability except as specifically provided in the contract. Proof of insurance that names the **School System** as a Certificate Holder is required to be submitted with this Contract.
 5. This Contract may be terminated by either party by giving written notice to the other at least 30 days before the effective date of termination. In that event, the **Contractor** will be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

6. If the **Contractor** fails to fulfill in timely and proper manner his/her obligations under this contract, or if the **Contractor** violates any of the terms of the Contract, the **School System** will have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for work completed.

Notwithstanding the above, the **Contractor** will not be relieved of liability to the **School System** for damages sustained by virtue of any breach of the Contract by the **Contractor**.

7. The Contract may be modified only by written amendment executed by all parties hereto.
8. The **Contractor** will not assign this Contract or enter into subcontracts for any of the work described herein without obtaining the prior written approval of the **School System**.
9. This contract will not become binding until executed by both parties.

CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

By: _____
Chief Financial Officer/Designee Signature

Date: _____

By: _____
School Principal

Date: _____

CONTRACTOR

By: _____
Signature

Date: _____

Mailing Address: _____

Federal Employer Identification Number: _____