

VENDOR SERVICES AGREEMENT

Regional Access Project Foundation

This Vendor Services Agreement ("**Agreement**") is entered into as of **Month-Year**, by and between the Regional Access Project Foundation ("Service Provider") and **the xxx** ("Service Recipient"). Under the terms of this Agreement, it is desired that the Service Recipient engage the Service Provider for the services identified below. It is the expressed intention of the Service Provider to only render those services to the Service Recipient which directly further the explicit charitable purposes and mission of the Service Provider.

1. Organizational Background

1.1 Regional Access Project Foundation. The Regional Access Project Foundation, formed as a California public benefit corporation in 1992, with a principal place of business in Palm Desert, CA, is a §501(c)(3) tax-exempt organization considered to be a public charity pursuant to §509(a)(1) of the Internal Revenue Code. The Regional Access Project Foundation's mission is to provide funding, oversight, technical assistance, and guidance to volunteers, community-based organizations and collaborative groups which serve the residents of Eastern Riverside County in the areas of health, mental health, and juvenile interventions.

1.2 (Vendor Name). The **xxx**, formed as a California public benefit corporation in **xxxx**, with a principal place of business in **xxx**, is a §501(c)(3) tax-exempt organization considered to be a public charity pursuant to **§509(a)(1)** of the Internal Revenue Code. The **xxx's** mission is to **xxxxxxxxx...**

2. Services

2.1 Nature of Services. The Service Provider will perform the services, as more particularly and specifically set forth in Exhibit A, for the Service Recipient, in the capacity as an independent contractor and not as an employee of the Service Recipient (the "Services"). The Service Provider will perform the Services in a diligent and workmanlike manner and in accordance with the appropriate standard of care for performing such work. The content, style, form and format of any work product of the Service Provider shall be satisfactory to the Service Recipient and shall be consistent with Service Recipient's standards.

2.2 Relationship of the Parties. The Service Provider and the Service Recipient are separately incorporated and separately managed. Additionally, both the Service Provider and the Service Recipient have secured their own separate recognition of tax-exempt status.

2.3 Service Provider as Independent Contractor. The Service Provider enters into this Agreement as, and shall always continue to be, classified as an independent contractor in regards to the Service Recipient. That said, the Service Recipient will not have any control or influence over the Service Provider. All contractor Services shall be performed only by the Service Provider and the Service Provider's employees. Under no circumstances shall the Service Provider, or any of the Service Provider's employees, look to the Service Recipient as their employer, or as a partner, agent or principal. Neither the Service Provider, nor any of the Service Provider's employees, shall be entitled to any benefits accorded to the Service Recipient's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. The Service Provider shall be responsible for providing, at the Service Provider's expense, and in the Service Provider's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for undertaking the Services.

2.4 Compensation. Service Provider shall be compensated by the Service Recipient for the Services rendered as set hereunder in Exhibit B. Completeness of work product shall be determined by the Service Recipient and Service Provider, and Service Provider agrees to make all revisions, additions, deletions or alterations as requested by the Service Recipient. No other compensation will be paid to the Service Provider, unless such fees have been approved in advance by the Service Recipient in writing. The Service Provider hereby indemnifies and holds the Service Recipient harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by the Service Recipient arising out of Service Provider's failure with respect to its obligations under this Agreement.

2.5 Reimbursement. The Service Provider shall not be entitled to receive any reimbursement by the Service Recipient of the Service Provider's expenses incurred in their undertaking and rendering of the Services.

2.6 Service Provider's Charitable Purposes. Any of the Services rendered by the Service Provider under the terms of this Agreement will be considered to be in direct furtherance of the Service Provider's mission and charitable purposes since such Services are being provided to a charitable organization (§501(c)(3)) with a mission consistent with that of the Service Provider's.

3. Accounting / Bookkeeping

3.1 Service Provider's Accounting. From an accounting perspective, since all the Services being undertaken by the Service Provider under the terms of the Agreement will be directly related to the furthering of the Service Provider's mission and charitable purposes, such Services will be booked as program service revenue by the Service Provider. Any expenditures made by the Service Provider in their providing of the Services under the terms of this Agreement will be functionally classified by the Service Provider as program services expenses.

3.2 Unrelated Business Income. Since all the revenue generated by the Service Provider under the terms of this Agreement will be classified as program service revenue, such revenue will not be classified as unrelated business income since such income is generated from an activity directly related to the furthering of the Service Provider's charitable purposes and mission.

3.3 Income/Expenses. Since the Service Provider is not considered to be an employee, subsidiary or a parent of the Service Recipient, none of the income nor the expenses of the Service Recipient are to be reported by the Service Provider as being generated and/or incurred by the Service Provider.

3.4 Assets/Liabilities. Since the Service Provider is not considered to be an employee, subsidiary or a parent of the Service Recipient, none of the assets nor the liabilities of the Service Recipient are to be reported by the Service Provider as their own.

3.5 Form 990 Reporting. Since the Service Provider is not considered to be an employee, subsidiary or a parent of the Service Recipient, the Service Recipient is not to be reported on Schedule R of the Service Provider's Form 990 since the Service Recipient is not considered to be related to the Service Provider pursuant to the Internal Revenue Service's definition of "related".

4. Representations/Warranties

4.1 Service Provider. Service Provider represents and warrants to Service Recipient that Service Provider has full power and authority to enter into this Agreement; that in performing under the Agreement, Service Provider will not violate the terms of any agreement with any contractors or consultants; and that the Services and any work product thereof are the original work of the Service Provider. Service Provider shall defend, indemnify and hold Service Recipient and its successors, assigns and licensees harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any claim, action or proceeding based upon or in any way related to Service Provider's, or Service Provider's employees, breach of any representation, warranty or covenant in this Agreement, and/or from the acts or omissions of Service Provider or Service Provider's employees.

4.2 Service Recipient. Service Recipient represents and warrants to Service Provider that Service Recipient has full power and authority to enter into this Agreement; that the Service Recipient is in good standing as a charitable organization with both the Internal Revenue Service and the state of California, and that the Service Recipient agrees that any work product are the original work of the Service Provider. The Service Recipient agrees to indemnify the Service Provider.

5. Assignment/Termination

5.1 Term. This Agreement shall be effective from the date first listed above for the period set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement ("Term"). This Agreement is terminable by either party at any time, with or without cause, effective upon notice to the other party. If the Service Recipient exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Service Recipient shall be obligated to compensate Service Provider for work performed up to the time of termination. If the Service Provider exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately.

5.2 Assignment. This Agreement cannot be assigned nor transferred by either the Service Provider or the Service Recipient.

6. Additional Provisions

6.1 Governing Law and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Riverside County, California. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.

6.2 Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

6.3 Entire Agreement. This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior

and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

6.4 Service Provider's Remedy. The Service Provider's remedy, if any, for any breach of this Agreement shall be solely in damages and the Service Provider shall look solely to the Service Recipient for recovery of such damages. The Service Provider waives and relinquishes any right Service Provider may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. The Service Provider shall look solely to the Service Recipient for any compensation which may be due to the Service Provider hereunder.

6.5 Agency. The Service Provider is not the Service Recipient's agent or representative and has no authority to bind or commit the Service Recipient to any agreements or other obligations or vice versa.

6.6 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only written and signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

6.7 Notices. Any notice, demand, or request by either party with respect to this Agreement shall either be in writing or electronically transmitted via e-mail. Such communications shall be effective when they are received by the addressee.

BOTH THE SERVICE PROVIDER AND THE SERVICE RECIPIENT HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS.

SERVICE PROVIDER

SERVICE RECIPIENT

By: Leticia De Lara
SERVICE PROVIDER (Print Name)
Leticia De Lara, CEO

SERVICE RECIPIENT (Print Name)

By: _____
SERVICE PROVIDER (Signature)
Leticia De Lara, CEO

SERVICE RECIPIENT (Signature)

EXHIBIT A
Description of the Services

The Services to be provided by the Service Provider to the Service Recipient under the terms of this Agreement are as follows:

- Recommend appropriate budgetary controls for the Service Recipient
- Provide “back office” accounting services and bookkeeping to the Service Recipient
- Preparation of monthly bank account reconciliations
- Issuance of required charitable contribution acknowledgements when applicable
- Make disbursements on behalf of the Service Recipient

Additional Services may be added by the Service Provider to the Service Recipient by mutual agreement of both the Service Provider and the Service Recipient.

Term of the Agreement: Completion of the Services.

Approximate Date of Commencement of the Services: **Enter date here**

Approximate Date for Completion of the Services: **Enter date here** (may be adjusted as needed)

EXHIBIT B

Compensation

Compensation

The Service Recipient shall compensate the Service Provider as follows:

- Suggest cost-plus (10%-15%) arrangement to be billed on a monthly basis

Expenses

The Service Recipient shall not be required to reimburse any of the expenses of the Service Provider in the rendering of the Services pursuant to this Agreement.