

## TRANSPORTATION CONTRACT

This Transportation Contract for Services is made effective as of August 09, 2023, by and between Mountain View Los Altos School District ("MVLA") of 1299 Bryant Ave, Mountain View, California 94060, and Primo Transportation, LLC ("PT") of 4495 Park Bristol Pl, San Jose, California 95136.

**DESCRIPTION OF SERVICES.** Beginning on August 09, 2023, PT will provide to MVLA the transportation services described in the attached Exhibit (collectively, the "Services").

**PAYMENT.** Payment shall be made to Primo Transportation, LLC, San Jose, California 95136, in the amount of \$92,799.00 upon completion of the services described in this Contract.

In addition to any other right or remedy provided by law, if MVLA fails to pay for the Services when due, PT has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**TERM.** This Contract will terminate automatically on June 07, 2024.

**INSURANCE.** PT, at PT's expense, shall maintain during the term of this Contract, commercial general liability and automobile liability insurance with minimum limits per occurrence and for personal injury and property damage, with minimum limits. PT shall provide MVLA certificate of insurance naming MVLA as Certificate Holder, evidencing the foregoing coverage prior to providing any services to MVLA under this Contract. PT shall provide that said insurance shall not be canceled or materially altered until at least thirty (30) days after written notice is received by MVLA. PT shall also maintain any insurance coverage required by any government body including workers compensation (if applicable) for the types of transportation and related services specified.

**PERFORMANCE OF SERVICES.** PT agrees to meet MVLA's distinct transit and pricing requirements agreed to by the parties from time to time after the effective date as confirmed by MVLA. PT further agrees to comply with all of MVLA's reasonable transportation instructions communicated to PT by MVLA, and to comply with all applicable provisions of any Provincial, Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder. PT agrees to perform its services under this Contract in accordance with the highest standards of industry.

**EXCLUSIVE CONTROL.** PT shall have sole and exclusive control over the manner in which PT and its agents perform the transportation service provided for hereunder, and PT shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by PT. PT represents that it is entirely independent and that it is not substantially economically dependent upon MVLA, and there is no functional integration of MVLA's and PT's respective operations.

**HEALTH & SAFETY.** PT is responsible to ensure that each of PT's employees/drivers/workers receives orientation to his/her job duties, including specific safety requirements, prior to beginning the assignment. No employee/driver/worker of PT will be assigned to operate a vehicle or instructed to perform duties for which they do not have the skill or training to perform safely.

**PROMPT SERVICE.** PT shall promptly and efficiently receive and transport passengers safely, within MVLA's established schedules.

**CONFIDENTIALITY.** PT, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of PT, or divulge, disclose, or communicate in any manner, any information that is proprietary to MVLA. PT and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**RETURN OF PROPERTY.** Upon termination of this Contract, PT will return to MVLA all records, notes, documentation and other items that were used, created, or controlled by PT during the term of this Contract.

**INDEMNIFICATION.** PT agrees to indemnify and hold MVLA harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against MVLA that result from the acts or omissions of PT and/or PT's employees, agents, or representatives.

**WARRANTY.** PT shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in PT's community and region, and will provide a standard of care equal to, or superior to, care used by transporters similar to PT on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 0 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues

relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of California

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATURES.** This Contract shall be signed by \_\_\_\_\_ on behalf of Mountain View Los Altos School District and by Jaye Reinman, Owner on behalf of Primo Transportation, LLC.

Client:  
Mountain View Los Altos School District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Transporter:  
Primo Transportation, LLC

By: \_\_\_\_\_

Jaye Reinman  
Owner

Date: \_\_\_\_\_