



employee of District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that District provides for its employees.

6. **Liability.** Independent Contractor must take all precautions necessary for the safety of and prevention of damage to District property, and for the safety of and prevention of injury to persons, including District employees and students, Independent Contractor employees, and third persons, on District property. All work must be performed entirely at Independent Contractor's risk.

*[Independent Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to District.]*

7. **Documents.** Independent Contractor shall maintain all books, records or other documents relating to this Agreement required by District policy and/or state or federal law. The District or its designee shall have access to such books, records or other documents for purposes of making audits, examinations, excerpts and transcripts.

8. **No Waiver of Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

9. **Terms to be Exclusive.** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

10. **Waiver or Modification Ineffective Unless in Writing.** A waiver, alteration or modifications of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

11. **Notice.** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

12. **Governing Law.** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law.

13. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

The parties have made and executed this Agreement on the dates stated below.

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

By: \_\_\_\_\_  
\_\_\_\_\_, Independent Contractor

For: \_\_\_\_\_ INDEPENDENT SCHOOL DISTRICT

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

By: \_\_\_\_\_  
\_\_\_\_\_,  
[Position]