

CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND
Mediawise Communications, Inc.

This contract entered into this 9th day of December, 2004, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and Mediawise Communications, Inc., located at 375 Douglas Ave, Suite #1002, Altamonte Springs, FL 32714, (hereinafter referred to as the "Contractor") to provide a marketing program for the District's Academy Programs.

SECTION I - Term of Contract

This contract shall be for the period beginning December 9, 2004 through December 8, 2005. The contract may be renewed for four additional one-year periods at the annual anniversary date. The contract will not extend beyond the fifth year.

SECTION II - Services

The Contractor shall provide a marketing plan per specifications in RFP 04C-027N & Revision #1 and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to RFP 04C-027N, if any, are also made a part of this contract.

SECTION III - Cost of Services

The Contractor shall be paid for services as listed in the RFP. No additional costs will be incurred based on the increased quantities of printed and production materials, as noted in revision #1, and awarded for \$50,600 for the School Board of Palm Beach County.

SECTION IV - Terms and Conditions

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be received at least

30 days prior to the effective date of termination and the Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall not be entitled to lost profits.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of completion of the contract. The School Board shall establish the expiration date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

Included in this Agreement are the terms and conditions as described in the Request for Proposal, RFP 04C-027N, which are incorporated by reference herein and made a part hereof.

SECTION V - Indemnification

Awarded proposers/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the termination of this contract.

SECTION VI - Insurance

Insurance will be required as stated in RFP04C-027N. The School Board of Palm Beach County shall be named as additional insured.

SECTION VII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

SECTION VIII - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this agreement, venue shall lie in Palm Beach County, Florida.

This agreement shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This agreement is binding on the parties hereto, their heirs, successor and/or assigns.

Section IX

Should either party breach this agreement, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

Mediawise Communications, Inc.

THE SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA

BY: _____

BY: _____

Thomas E. Lynch, Chairman

WITNESS: _____

Date

WITNESS: _____

Attest: _____

Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved for Form and Legal Sufficiency:

DATE: 10/8/04

BY: SFL Shw

Attorney

**Addendum, Concerning Fingerprinting,
To the Agreement between the School Board of
Palm Beach County ("School Board") and
Mediawise Communications, Inc. ("Provider")**

The parties have entered into an Agreement ("Agreement") dated November 17, 2004, for the Provider to provide certain services to the school district. The parties wish to amend the Agreement based upon the terms and conditions contained herein. The following language is hereby incorporated into the Agreement:

All individuals who will have direct contact with children must be fingerprinted and background checked. Provider agrees to undergo a background check and fingerprinting if he/she is an individual who will be in contact with students and to require all individuals in the organization who will have direct contact with children to submit to a background check and fingerprinting by the School District's Police Department at the sole cost of Provider. Provider shall not begin providing services contemplated by this Agreement until Provider clearance by the School District. The School Board shall not be liable for rejection of Provider on the basis of these compliance obligations. Provider agrees that neither the Provider, nor any employee, agent or representative of the Provider who has been convicted or who is currently under investigation for a crime delineated in § 435.04, Florida Statutes will have contact with children.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Mediawise Communications, Inc.

The School Board of Palm Beach County

By: _____

By: _____

Date: _____

Date: _____