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* Trustee, Fund for the Blind
∞ Lion
^ Kiwanian

A copy of our most recent financial statement is available by writing to VISIONS or the NYS Dept of Law Charities Bureau:
120 Broadway, 3rd Floor,
New York, NY 10271

SERVICES AGREEMENT

This Services Agreement (the "Agreement"), entered into this 27 day of March 2024 ("Effective Date"), by and between VISIONS/Services for the Blind & Visually Impaired for the Blind ("VISIONS"), a not-for-profit corporation incorporated as a 501(c)(3) charity with offices at 500 Greenwich Street, 3rd Floor, New York 10013-1354 and Laura Avvinti, Board President, Malverne Union Free School District, 301 Wicks Lane, Malverne NY 11565 ("Client") and together with VISIONS referred to as the "Parties").

RECITALS

WHEREAS, VISIONS is a nonprofit rehabilitation and social service organization whose purpose is to develop and implement programs to assist people of all ages who are blind or visually impaired to lead independent and active lives through various services including rehabilitation services, workforce development, employment training and providing caregiver programs.

WHEREAS, Client requests VISIONS services with respect to Orientation and Mobility (the "Services") and VISIONS wishes to provide such Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **TERM.** This Agreement shall commence on the Effective Date of March 27, 2024 (such period, the "Term"), unless terminated earlier in accordance with Section 4 (Termination).
2. **SCOPE OF SERVICES.** Orientation and Mobility Services: 80 hours.
3. **TERM OF PAYMENT.** In consideration of the Services provided, Client shall pay VISIONS a rate of \$175 per hour (incl. travel time).
 - a. Payment shall be made within thirty (30) days of the date of the issuance by VISIONS of its invoice for the services.
 - b. Client reserves the right not to request future services from VISIONS for not fulfilling services.
4. **TERMINATION.** This Agreement may be terminated by either Party hereto upon thirty (30) days' prior written notice to the other Party; provided, that, if Client consistently limits VISIONS ability to perform the Services, VISIONS may terminate this upon three (3) business days' prior written notice to Client.

Promoting the Independence of People of All Ages Who Are Blind or Visually Impaired

visions CENTER ON BLINDNESS (VCB) | **visions** AT SELIS MANOR | **visions** REHABILITATION SERVICES

VISIONS/SERVICES FOR THE BLIND AND VISUALLY IMPAIRED 500 Greenwich St. 3rd Floor, New York, NY 10013-1354
Tel: 212-625-1616 Fax: 212-219-4078 E-mail: info@visionsvcb.org Website: www.visionsvcb.org

5. LIMITATION OF LIABILITY.

Client agrees that VISIONS shall not have any liability of any nature to Client or any other person asserting any action, claim, suit, proceeding or investigation on behalf of or in right of Client whether arising out of or otherwise relating to this Agreement, including any Services provided pursuant to this Agreement, except to the extent a court of competent jurisdiction determines in a final, non-appealable judgment that any and all losses, claims, damages, expenses and liabilities resulted directly from the gross negligence or willful misconduct of VISIONS (other than with respect to actions taken at the direction or request of Client).

6. GENERAL. (a) Waiver; Modification. No waivers, amendments, modifications or other changes to this Agreement shall be binding unless executed in writing by all parties hereto. (b) Assignment. No party hereto shall assign its rights or delegate its performance under this Agreement without the prior written consent of the other parties hereto. (c) Governing Law; Jurisdiction. This Agreement shall be governed by the law of the State of New York, without regard to its conflicts of law rules. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Southern District of the State of New York. (d) Entire Agreement. This Agreement constitutes the complete, final and exclusive statement of the terms of the agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior understanding, negotiations, discussions, and agreements of the parties hereto with respect to the subject matter hereof. (e) Severability. Should any provision of this Agreement be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof. (f) Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same agreement. Each party hereto may rely on the facsimile or scanned signature on this Agreement. (g) Independent Contractor. The relationship of Client and its personnel to VISIONS shall be that of independent contractors. All persons that VISIONS furnishes to provide the Services will be employees or subcontractors of VISIONS and will neither be employees or agents of Vendor. VISIONS will have exclusive control over its personnel and over the labor and employee relations, and policies relating to wages, hours, working conditions or other conditions of its personnel.

I/WITNESS WHEREOF, the parties hereto have executed this Agreement

Malverne Union Free School District

VISIONS/Services for the Blind & Visually
Impaired for the Blind

By:

Print Name: Laura Avvinti
Title: Board President

By:

Sylvia Stinson-Perez

Print Name: Sylvia Stinson-Perez
Title: Executive Director/CEO

Signature

Date

Sylvia Perez
Signature

3/28/24
Date