

The City of Dripping Springs Mobile Testing Agreement

WHEREAS, the **The City of Dripping Springs** wishes to launch additional COVID testing programs within the city that are generally available to the public; and

WHEREAS, Curative Inc. ("Vendor"), is in the process of completing a self-serve (pilot phase, subject to modifications) to the public Kiosk for COVID testing; and

WHEREAS, **The City of Dripping Springs** has agreed to allow testing to take place at its property at **The City of Dripping Springs** and give access to the Vendor for the duration of the agreement

WHEREAS, Vendor and the **The City of Dripping Springs** (together, the "Parties") wish to collaborate on such COVID testing;

Subject to the terms and conditions below, **The City of Dripping Springs**, at no charge to Vendor, shall provide a public area for placement of Vendor supplied kiosk, and Vendor shall supply such van, at no charge to **The City of Dripping Springs** on the following days: **December 1, 2020 to April 1, 2021**. The site will be in operation from 8am-6pm on a set schedule each week. The schedule will be provided to the City at least fourteen (14) days in advance for each week. This agreement may be extended by the City and Curative for ninety (90) days with approval of the City Administrator and Curative.

1. Vendor shall comply with all **The City of Dripping Springs** property and facility rules and regulations.
2. Vendor shall be considered an independent contractor and neither the Vendor nor its workers or consultants shall, under any circumstances, be considered employees of the **The City of Dripping Springs** .
3. The **The City of Dripping Springs** shall not be liable for any damage caused by acts of nature, i.e. power failure, earthquake, flood, fire, explosion, theft, and vandalism to persons or properties in the space used by the vendor.
4. The Vendor agrees that all personal property upon the premises shall be at the risk of the Vendor, and that the **The City of Dripping Springs** shall not be liable for any damages, losses or theft thereof.
5. Vendor shall furnish all labor, services, materials, supplies, and equipment necessary to maintain the operation of the kiosk during hours defined by the Vendor.
6. Vendor shall secure and keep a general commercial insurance policy covering personal injury and property damage in the amount of not less than \$1 million per occurrence, \$2 million aggregate Vendor shall also secure and maintain workers' compensation insurance if Vendor has employees as required by State law.
7. Vendor shall only operate in the approved van location within the area specified by the **The City of Dripping Springs** . The specified location is Vetrans Mermorial Parking lot, located at 151E Mercer St. Dripping Springs, TX.

8. The **The City of Dripping Springs** will furnish electricity in such locations where these utilities now exist. All requests for use of these facilities and/or additional installations or any special needs must be made in writing to the college listing specific needs.

9. **The City of Dripping Springs** agrees to advertise and publicize the kiosk, and receive data from Vendor, and provide constructive feedback to Vendor. **The City of Dripping Springs** agrees to consult Curative regarding any advertisement, social media post, press release, or public commentary regarding the kiosk operation prior to publicizing or publication.

11. Kiosk and all intellectual property associated with such shall remain the sole and exclusive property of Vendor.

12. Upon the expiration or termination of this Agreement, Vendor shall remove all goods, belongings, and fixtures belonging to the Vendor, and shall leave the provided area, in the condition in which it was received, reasonable wear and tear expected. Either Party may terminate this Agreement by providing written notice to the other.

COMPLIANCE WITH LAWS

1. The Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations.

The City of Dripping Springs:

Signature:

Date:

Name and Title: _____

Curative Inc:

Signature:

Date:

Name and Title: