

**ERWAY AMBULANCE SERVICE
EMERGENCY MEDICAL SERVICES – SPECIAL EVENT CONTRACT**

Company name: Horseheads High School

Address: One Raider lane, Horseheads, NY 14845

Phone: 607-739-5601

Contact person: Bert Conklin

("Customer") hereby enters into an agreement with Erway Ambulance Service, Inc., having its principal offices located at 2030 College Avenue, Elmira Heights, New York 14903 ("Erway") for the provision of emergency medical technician and ambulance services for the following special event ("Event"):

Description:	2015 Football Season
Location:	Horseheads Field
Date:	Various
Starting and Ending Times:	As listed per the schedule

Erway shall provide medical professionals who shall attend the Event for the purpose of providing emergency medical services to persons in attendance at the Event as may be required (as determined by Erway). The medical professionals to be provided by Erway for this purpose shall be as follows (mark one):

A crew (2 persons) of emergency medical technicians or paramedics (\$200.00 per game.)

For and in consideration of the services described above, Customer shall pay Erway an amount equal to the hourly rate set forth for the level of service selected above multiplied by the number of hours for which such services are actually provided by Erway, regardless of the duration of the Event set forth above. Any partial hour of services shall be rounded to the next full hour for the purposes of this calculation. Payments shall be due within thirty (30) calendar days of the date of invoice. Any payment or partial payment which is not made when due shall bear an interest rate equal to the maximum rate allowed by law.

Erway shall provide the services described herein for the duration of the Event set forth above and may (at Customer's request), but shall not be obligated to, provide services for any period during which the Event exceeds the above-stated duration. Following the execution of this Contract, the Customer may change the date, time, scope, and duration of the services to be provided hereunder with Erway's prior written consent, which consent shall not be unreasonably withheld. All such modifications must be in writing, and Erway shall have no obligation to consider any modification requested later than the date which is ten (10) days prior to the date of the Event.

Customer agrees that: (1) it shall not impose any fee or other charge on Erway or on Erway personnel in connection with their attendance at the Event for the purposes of providing services under this Contract, (2) it shall provide such assistance as Erway personnel may reasonably request to facilitate the provision of emergency medical services pursuant to this Contract, (3) it

shall and shall ensure that its officers, employees, directors, agents, subcontractors, and representatives comply with all reasonable instructions given by Erway personnel in connection with the rendering of emergency medical assistance to any person and do not intentionally interfere with or impede the rendering of such services, and (4) it shall defend, indemnify, and hold Erway and its employees, officers, directors, agents, and representatives harmless from and against any claim, cause of action, liability or expense (including but not limited to reasonable legal fees and disbursements) arising out of any act or omission of Customer, any person for whom Customer is responsible, or any third party, except to the extent attributable to the gross negligence or willful misconduct of Erway or its employees, officers, directors, agents or representatives.

Either Erway or Customer may terminate this Agreement by delivering written notice of termination to the other party not later than ten (10) days prior to the date of the Event. Unless it has consented to the same, Erway may terminate this Agreement upon a change in the time, duration, or date of the Event made after the date which is ten (10) days prior to the date of the Event set forth above. Upon a termination of the Contract pursuant to this paragraph, neither party shall have any further obligation or liability to the other hereunder. In the event that the Customer terminates this Agreement later than the date which is ten (10) days prior to the date of the Event set forth above, the Customer shall pay Erway an amount equal to the compensation which would have been due to Erway hereunder had the services described above been rendered for the above-described duration of the Event.

This Contract shall be governed by the laws of the State of New York. Any dispute arising out of this Contract or its subject matter shall be resolved by binding litigation in Chemung County, New York.

The Customer has caused this Agreement to be executed by its duly authorized representative on the date set forth below:

Horseheads High School

By:

Katy Buzzetti
Katy Buzzetti, School Business Administrator

Date:

9/11/15

ACCEPTED AND AGREED:

ERWAY AMBULANCE SERVICE

By:

Niccol O'Grady