

VACCINE SITE AGREEMENT

WHEREAS, *Moorpark College* (the “Partner”) wishes to launch a COVID vaccine site within the Partner’s property that is generally available to the public; and

WHEREAS, *Curative Inc.* (“Vendor”), will provide the non-clinical management of a vaccine site (subject to modifications) for COVID vaccine administration; and

WHEREAS, Vendor and the Partner (together, the “Parties”) wish to collaborate on the launching of a COVID vaccine site;

NOW THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

Subject to the terms and conditions below, Partner, at no charge to Vendor, shall provide a public area for placement of Vendor vaccine site (hereinafter, the “Site”). Vendor shall provide the non-clinical aspects of vaccine Site operation, at no charge to Partner. Vendor will work with Partner in determining appropriate hours of operation, which may vary, but are expected to be May 17th.

1. Vendor shall comply with all Partner 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 Partner.
3. The Partner 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. The Vendor agrees that all personal property upon the premises shall be at the risk of the Vendor, and that the Partner shall not be liable for any damages, losses, or theft thereof.
4. Vendor shall coordinate all labor, services, materials, supplies, and equipment necessary to maintain the operation of the Site during hours defined by the Vendor.
5. 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. Similarly, Vendor shall maintain Professional Liability insurance at \$1 million per claim and \$2 million aggregate. Vendor shall name Partner as an additional insured under this coverage.
6. Vendor shall only operate in the approved Site location within the area specified by the Partner. The specified location is *Moorpark College* 7075 Campus Rd, Moorpark Lots D & E, Moorpark, CA 93021.

7. The Partner 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 Partner listing specific needs. Vendor shall be responsible for any biohazard waste disposal.

8. Partner agrees, with prior content approval, to advertise and publicize the Site according to applicable laws, rules and regulations.

9. The Site and all intellectual property associated with such shall remain the Vendor's sole and exclusive property.

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

11. Launch of the Site is contingent upon approval of the site by Vendor's Operations team.

12. Vendor reserves the right to hire security for the safety and protection of Vendor's employees and property.

COMPLIANCE WITH LAWS

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

Partner:

Name and Title:

Signature:

Date:

Curative Inc:

Name and Title:

Signature:

Date: