



Rush Truck Centers of Missouri, Inc. dba Rush Truck Center, Kansas City | 7700 NE 38th Street, Kansas City MO, 64161 | (816) 455-1833

June 4, 2024

Raytown Quality Schools
5920 Hardy Ave.
Raytown, MO 64133

RE: Embedded Technician Agreement

Mr. Easley,

We are pleased that you have selected Rush to provide maintenance and repair services for your vehicles. This letter agreement describes Rush's embedded tech program and sets forth the parties' respective rights and obligations under the program.

1. During the Term of this agreement (defined below) Rush Truck Centers of Missouri, inc. dba Rush Truck Center, Kansas City ("Rush") will provide Raytown Quality Schools ("Customer") repair and maintenance services for Customer's vehicles at Customer's facility ("Services"). The Services are provided in accordance with the Terms and Conditions of Service attached as Exhibit A.
2. Services will be provided by Bobby Grimes 5 days a week (Monday, Tuesday, Wednesday, Thursday and Friday) excluding standard Rush holidays. Work performed is at the discretion of the Customer.
3. Customer will also have the option of requesting an additional technician (oil changes) if they determine the workload calls for it.
4. Customer will be billed \$110.00 per hour with an 8-hour minimum per day per technician (Customer will be billed for a full day even if the Rush technician works a partial day).
5. The term of this agreement (the "Term") shall commence on July 8, 2024 ("Effective Date") and shall remain in effect for an initial term of 7 weeks, at which the contract can be extended to terms agreed upon by both parties, however, that either party may terminate this agreement at any time and for any reason by giving the other party at two week (14 days) prior written notice of termination.

Please indicate your acceptance of the terms and conditions of this letter agreement by signing below. Thank you again for the opportunity to provide services for your vehicles. If you have any questions or comments, please don't hesitate to contact me.

Richard Rechtein
General Manager

EXHIBIT A

TERMS AND CONDITIONS OF SERVICE

1. Additional Terms. As used herein, the terms: (a) "Manufacturer(s)" shall mean the entity or entities that manufactured the Parts (Customer acknowledges that Rush is not a Manufacturer); and (b) "Part(s)" shall mean the new and/or used parts, components, accessories, or materials used in the Services or otherwise provided to Customer by Rush.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

LIMITED WARRANTY ON SERVICES: Rush warrants that the Services will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of 180 days from the date the Services are performed. Customer's sole and exclusive remedy, and Rush's entire liability under the Services Warranty, is the repair of any nonconforming portion of the Services. The Services Warranty is valid only if the vehicle is returned, at Customer's expense, to one of Rush's repair facilities. Any claim for repairs to be performed by other than a Rush facility must be approved in writing by Rush prior to commencement of any work. The Services Warranty extends only to the Customer for whom the Services were provided and not any subsequent purchaser. RUSH PROVIDES NO OTHER WARRANTIES CONCERNING ITS SERVICES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

PARTS – MANUFACTURER WARRANTIES ONLY: Any warranties on any Parts are limited only to those written warranties provided by the applicable Part's manufacturer. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PARTS ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

NO OTHER WARRANTIES: EXCEPT AS SET FORTH ABOVE, RUSH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND RUSH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SERVICES OR ANY PARTS PROVIDED TO CUSTOMER IN CONJUNCTION WITH THE SERVICES.

3. Rates; Authorization; Additional Repairs. Rush's charges for labor are not based on actual mechanic's time, but are established by multiplying Rush's labor rate by industry time allowances (flat rate). If an estimate is provided, Customer will not be charged more than the estimated price approved by Customer. However, if Rush discovers that different or additional repairs are indicated, Customer will be contacted for authorization to make such additional repairs. Authorization may be given by Customer orally or in written form, and if given, will be reduced to writing upon said authorization for Customer's records. In the event that Customer authorizes commencement but does not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly, or partially completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection, repair, or service performed. Rush will submit warranty claims on behalf of Customer for manufacturers it is authorized to perform warranty service; however, Customer understands and agrees that it is responsible for full payment for any Services provided that are not covered by Warranty. Rush employees may operate Customer's vehicle(s) on streets, highways, or elsewhere for the purposes of facilitating the repairs, including but not limited to inspecting, testing, sublet services, and pickup and delivery. Rush is not responsible for: (a) loss of or damage to a vehicle due to or arising from fire, theft or any other cause except the negligence of Rush; (b) any loss or damage to articles of personal property left in the vehicle; or (c) any loss, damage, or other liability caused by, arising from, or related to repair or maintenance work recommended by Rush that is declined by Customer.

4. Sublet Repairs. Customer acknowledges that portions of the repairs may be provided by a subcontractor hired by Rush and Customer hereby authorizes all sublet repairs that Rush, in its sole discretion, may deem necessary. Any subcontractor hired by Rush agrees to abide by the applicable terms of this Agreement.

5. Damage; Theft. Rush is not responsible for loss of or damage to the vehicle due to or arising from fire, theft or any other cause except the negligence of Rush. Customer states that no articles of personal property have been left in the vehicle and Rush is not responsible for inspection thereof. Rush is not responsible for any loss or damage to articles of personal property that have been left in the vehicle, whatever the cause.

6. Payment; Storage Fees. All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within described vehicle or prior to delivery upon the expiration of three (3) days after notice to Customer that the repairs have been completed. If the vehicle described herein is not picked up within three (3) days after such notice is given, Rush may charge daily storage fees at rates that are ordinary and customary for the area, but not to exceed \$25.00 per day.

7. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Agreement, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with the laws of the state of Missouri, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action, or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Agreement, is Jackson County, Missouri, and the United States District Court for the Western District of Missouri. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Services to commence an Action against Rush.

8. Fees and Expenses of Actions. In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees granted in a judgment rendered in such action.

9. Waiver; Severability. No waiver of any term of this Agreement shall be valid unless it is in writing and signed by the parties' authorized representatives. If any provision or part of any provision of this Agreement shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Agreement shall continue to be binding and enforceable.

10. Data Use. Vehicle maintenance service and repair information arising from or created as a result of Services provided by Company under this Agreement, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Company and such Maintenance Third Parties to support and enhance vehicle repair services provided to such parties' customers. In addition, Customer authorizes Company and Maintenance Third Parties to aggregate Vehicle Repair Data with data of other repair customers in a way that does not identify Customer and cannot be reverse engineered, decompiled, combined with other available information, or deconstructed to reveal the identity of CPS ("Aggregated Data") and to use such Aggregated Data for any purpose.

11. Sovereign Immunity. Nothing in this Agreement shall be considered a waiver of Customer's sovereign immunity or governmental immunity, by whatever name, under the laws of the State of Missouri including, but not limited to, under RSMo. § 537.600, et seq.

12. Compliance with Laws and Policies. Rush will also comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), 45 C.F.R. §§ 160 and 164 ("HIPAA Privacy Rule") Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act, and will defend, indemnify and hold harmless Customer for any damages suffered by Customer by reason of Rush's failure to do so. While performing services under this Agreement, Rush and its agents and employees will comply with all applicable Board Policies and Regulations, including policies on prohibiting illegal discrimination and harassment, staff conduct, contact with students, privacy of student information, and transportation.

13. Forbearance. The failure or delay of the parties to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

14. Modification. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

15. Assignment. This Agreement cannot be assigned by either party without the prior written consent of the other party.

16. Merger. This Agreement is the entire Agreement between Rush and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

17. Force Majeure. If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event.

18. Background Checks. Rush warrants its employees and any agents or subcontractors have successfully passed a background check as required by RSMo. § 168.133. The determination of whether Rush or its agents or subcontractors have passed the background check will be determined by Customer in its sole authority, provided that any record indicating a finding or plea of guilty to any offense stated in RSMo. § 168.071 will automatically result in a failed background check.

19. Drugs and Alcohol. Rush shall be responsible to Customer for acts and omissions of Rush's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Rush or any of its subcontractors. As part of that responsibility, Rush shall enforce Customer's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Rush's employees, subcontractors, and all other persons carrying out the Agreement.

20. Federal Work Authorization Program. Prior to commencement of the work, Rush shall provide to Customer a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the Federal Work Authorization Program. Federal Work Authorization Program means the eVerify program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. Rush shall also provide Customer a sworn affidavit affirming that it does not knowingly employ any person who is an undocumented worker in connection with the contracted services.

21. Binding Effect. The obligations, covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.

22. Termination for Convenience. This Contract may be terminated by either party without cause during its duration by providing the other party written notice of the intent to terminate the agreement ten (10) days before the intended termination date.

23. Authorized Representative. This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement. The parties, having been represented by counsel or

having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

24. Hold Harmless and Indemnification. Customer shall not be liable to Rush for any damage or injury to any employee, agent, or subcontractor. Customer shall only be responsible for loss resulting from its negligence or willful misconduct consistent with the other applicable provisions of this agreement. Rush agrees to indemnify and hold harmless Customer of and from any loss, attorney's fees, expenses or claims arising from any such damage or injury for which Customer is not liable pursuant to the foregoing provisions.

25. Effective Date. This Agreement becomes effective upon the date of the last signature appearing below.

Agreed and Accepted

Raytown Quality Schools

By: _____

Name: _____

Title: _____

Date: _____

Rush Truck Centers of Missouri, Inc. dba
Rush Truck Center, Kansas City

By: 

Name: Richard Rechtien

Title: General Manager

Date: 6/4/24