

Kiosk/Trailer COVID-19 Testing Site Agreement

WHEREAS, the Town of New Paltz (the “Partner”) wishes to launch a COVID-19 PCR testing program within the New Paltz, New York area that is generally available to the public; and

WHEREAS, Curative Inc. (“Partner”) is in the process of completing a public self-serve (pilot phase, subject to modifications) kiosk/trailer for COVID-19 testing; and

WHEREAS, Partner has agreed to allow testing to take place at its property and give access to Vendor for the duration of the Agreement; and

WHEREAS, Vendor and Partner (together, the “Parties”) wish to collaborate on such COVID-19 testing;

Subject to the terms and conditions below, Partner, at no charge to Vendor, shall provide an area that supports Vendor operations, and Vendor shall conduct such operations at no charge to Partner on the following days: beginning on or about June 27, 2022 and ending December 31, 2022, unless earlier terminated by either Party and with the option to extend the end date. The kiosk/trailer will be operational Thursdays with variable hours. This is subject to change at the discretion of Vendor.

1. Vendor shall comply with all Partner property and facility rules and regulations.
2. Vendor shall be considered an independent contractor and neither Vendor, nor its workers or consultants shall, under any circumstances, be considered employees of Partner.
3. 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 Vendor).
4. Vendor agrees that all personal property upon the premises shall be at the risk of Vendor and that Partner 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 during the hours defined above.
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 location within the area specified by Partner. The specified location is 3 Veterans Drive, New Paltz, New York 12561.
8. Partner will, upon request, furnish electricity and bathrooms for staff use 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 Partner, listing specific needs.
9. Partner agrees to advertise and publicize the kiosk/trailer. Partner agrees to consult Vendor regarding any advertisement or public commentary regarding the kiosk/trailer prior to publicizing.
10. The kiosk/trailer and all intellectual property associated with such shall remain Vendor's sole and exclusive property.
11. Upon the expiration or termination of this Agreement, Vendor shall remove all goods, belongings, and fixtures 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.

COMPLIANCE WITH LAWS

1. Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations. The Parties will agree to cooperate with each other in any actions that arise out of alleged violations of these or other local, state or federal laws or Vendor or Partner policies.
2. Each Party shall indemnify and hold harmless the other Party and its representatives, officers, agents, volunteers, and employees from and against third-party claims caused by or arising out of any direct breach of this Agreement it is responsible hereunder, and any and all actions, suits, proceedings, claims, demands or judgment incidents thereto. This provision shall survive termination of this Agreement.

[Signature Page Follows]

PARTNER:

Name and Title:

Signature:

Date:

Curative Inc.:

Name and Title:

Signature:

Date: