

7. **Insurance.** The Contractor will carry liability insurance related to the services performed for Dietrich School District.

8. **Liability.** With regard to the services to be performed by the Contractor pursuant to the terms of this agreement, the Contractor shall not be liable to Dietrich School District, or to anyone who may claim any right due to any relationship with Dietrich School District, for any acts or omissions in the performance of services on the part of the Contractor or on the part of the agents or employees of the Contractor, except when said acts or omissions of the Contractor are due to willful misconduct or gross negligence. Dietrich School District shall hold the Contractor free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to Dietrich School District pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Contractor and the Contractor is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

9. **Notices.** All notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail at the addresses at the bottom of the document. Any party may change its address for the purposes of this paragraph by written notice given in the manner provided above.

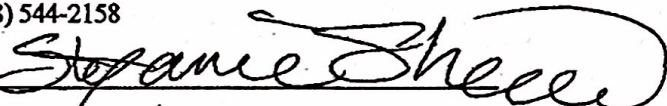
10. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

11. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

12. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as originals.

Dietrich School District
406 North Park Street
Dietrich, ID 83324
(208) 544-2158

By: 

Title: Superintendent

Truth Window, LLC
Ben Walters, M.Ed., Ed.S.
Nationally Certified School Psychologist
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By: 

Ben Walters
Agent