

CONTRACT TERMS AND CONDITIONS

1. The City of Laconia, New Hampshire, acting through the Purchasing Office, engages the firm or individual ("the vendor") to perform the services and/or sale of goods described in the attached City documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of the federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
3. **TERM.** The contract, and all obligations of the parties hereunder, shall become effective on a specific date and shall be completed in their entirety prior to a specific date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the City shall be under no obligation to reimburse the Vendor for any such work.
4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the City, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the City. The payment by the City of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The City shall have no other liability to the Vendor.
5. **DELIVERY.** If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the city may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the city for any excess costs. If a Vendor is unable to complete delivery by the date specified, he must contact the Purchasing Office. However, the Purchasing Office is not required to accept a delay to the original delivery date. All deliveries are subject to inspection. City personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB destination unless otherwise specified by the City.
6. **INVOICING.** All invoices must show order number, unit and extension prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.
7. **EVENT OF DEFAULT; REMEDIES.**
 - 7.1 Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
 - 7.1.1 failure to deliver the goods or services satisfactorily or on schedule; or
 - 7.1.2 failure to submit any report required hereunder; or
 - 7.1.3 failure to perform any of the covenants and conditions of this agreement.
 - 7.2 Upon the occurrence of any Event of Default, the City may take any one, or more, or all, of the following actions:
 - 7.2.1 give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
 - 7.2.2 give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such a time as the City determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
 - 7.2.3 set off against any other obligation the City may owe to the Vendor any damages the City suffers by reason of any Event of Default; and
 - 7.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
8. **WAIVER OF BREACH.** No failure by the City to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the City to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.
9. **VENDOR'S RELATION TO THE CITY.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the City. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the City nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the City to its employees.
10. **ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the City. No work required by this contract shall be subcontracted without prior written consent of the City.
11. **INDEMNIFICATION.** The contractor shall defend, indemnify and hold harmless the City, its officers and employees, from and against any and all losses suffered by the City, its officers and employees, from and against any and all losses suffered by the City, its officers and employees, and any and all claims, liabilities or penalties asserted against the City, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of immunity of the City. This covenant shall survive the termination of this agreement.
- 11.1 **PATENT PROTECTION.** The seller agrees to indemnify and defend the City of Laconia from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City harmless from any liability arising under RSA 382-A:2-312(3) (Uniform Commercial Code)
12. **TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right To Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.
13. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the address given below.
14. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.
15. **CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and insure to the benefit of the parties and their respective successors and assigns.
16. **ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.
17. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.