

**CITY OF STILLWATER
GENERAL TERMS**

1. NO INDEMNIFICATION OR ARBITRATION BY CITY.

Contractor understands and acknowledges that City of Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.

2. INTELLECTUAL PROPERTY INDEMNIFICATION BY CONTRACTOR.

Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented, trademarked, or copyrighted appliances, products, materials, or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks, or copyrights.

3. GENERAL LIABILITY.

Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.

4. INSURANCE REQUIRED.

Contractor shall be required to purchase and maintain minimum insurance. *See Insurance Requirements in the Bid Packet.* Contractor is solely responsible for all costs associated with acquiring and maintaining insurance, including but not limited to, all premiums and deductibles.

5. NO CONFIDENTIALITY.

Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with its compliance with its statutory requirements thereunder.

6. COMPLIANCE WITH LAWS.

Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec 1313 and includes, but is not limited to, the Free Employee Verification program (E-Verify) available at www.dhs.gov/E-Verify.

7. RIGHT TO AUDIT.

The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

8. GOVERNING LAW AND VENUE.

This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.

9. NO WAIVER.

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

10. ENTIRE AGREEMENT / NO ASSIGNMENT.

This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein, City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.

11. EQUAL EMPLOYMENT OPPORTUNITY.

Each Vendor/Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

12. CONFLICTS. Supply of goods and/or performance of services are subject to these General Terms and Conditions. To the extent that Contractor's proposal has provided additional terms and conditions that may conflict with any provisions herein, these City General Terms and Conditions shall govern and control.

13. FORCE MAJEURE. In no event shall City be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, acts of God, or the declaration of a federal, state, or local emergency. In the event of a declared federal, state, or local emergency affecting Stillwater, Oklahoma, the City Manager shall have the unilateral right to suspend any or all services provided for under this Contract or to terminate this Contract without any liability whatsoever. In the event of termination, this Contract shall not be revived by the expiration of the declared emergency. In the event of suspension of any or all services during a time of declared emergency and upon expiration of said declared emergency, the parties may mutually agree in writing to resume services.