

STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDER

1. **Agreement/Binding Effect.** This agreement consists of the Purchase Order & Standard Terms and Conditions. This agreement shall extend to and bind the heirs, successors and assigns of City and Contractor, hereafter referred to as the Parties.

2. **Modification.** This agreement may be modified only by a written purchase order, executed and approved by authorized Parties.

3. **Entire Agreement.** This agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this agreement are hereby revoked and superseded by this agreement. No representations, warranties, inducements or oral agreements have been made by the City except as expressly set forth herein.

4. **Warranty.** The Contractor expressly warrants all goods to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. Unless otherwise specified, all items shall be guaranteed for the minimum period of one year against defects in materials and workmanship. During that period, if a defect should occur, that item shall be repaired or replaced by the contractor at no cost or obligation to the City, except where it is shown that the defect was caused by misuse and not faulty manufacturer. Any sample or model submitted shall create an express warranty.

5. **Termination.** This Agreement is for the convenience of the City and, as such, may be immediately terminated without cause by the City. In the event of such termination, Contractor shall be entitled only to the portion of the fee associated with the goods or services completed.

6. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, board, commission, officers, officials, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such

Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of work or professional services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

7. **Conflict of Interest.** This Agreement is subject to the provision of Arizona Revised State §38-511.

8. **Insurance.** The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this agreement. The City shall have no liability unless specifically provided in this agreement.

9. **Prohibition on Boycott of Israel.** As required by A.R.S. § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

10. **Compliance with Law.** The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this agreement.

11. **Conflict of Law.** This agreement shall be governed by the laws of the State of Arizona.

12. **Compliance with Federal Immigration Laws and Regulations.** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.