



Purchase Order Terms and Conditions Acceptance Form

The Terms and Conditions attached hereto are agreed upon and entered into by and between City of Weston (referred to as the "City") and Vendor.

Requisition Number: _____ Description: _____

Vendor Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Vendor Principal/Company Owner or Authorized Representative's signature is required below, prior to issuance of a purchase order. Signature constitutes vendor's acceptance of the Terms and Conditions included as part of this form and purchase order, upon issuance.

Print Name

Title

Signature

Date

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between City of Weston (referred to as the "City") and Vendor.

MODIFICATIONS

This purchase order form ("Order") and any other document pertaining to this transaction that has been acknowledged in writing by the City Manager constitute the complete and exclusive statement of this Order. Accordingly, no modification or amendment shall be binding upon the City unless signed by the City Manager.

CITY ATTORNEY APPROVAL

The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other documents pertaining to the transaction covered by this Order, these terms and conditions shall prevail; provided, however, if there is a specific contract governing this transaction that has been endorsed and approved by the City Attorney, the terms of that contract shall prevail over any conflicting terms contained in this Purchase Order.

INVOICING

Vendor must render original invoice to the City of Weston: Accounts Payable, 17200 Royal Palm Blvd., Weston, FL 33326.

TIME PERIOD FOR PAYMENT

By accepting this Order, the Vendor agrees that payment terms shall be Net 30 unless otherwise stated.

PAYMENT CHANGES

Payments shall be made only to the company and address as set forth on the Order unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

F.O.B.

In those cases where F.O.B. point is not Destination, Vendor is required to prepay freight charges and list separately on the invoice. Collect shipments will not be accepted.

PAYMENT METHODS

Payment shall be made to Vendor in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by the City in its sole discretion.

TAX

The City of Weston is exempt from Federal and State taxes for tangible personal property. Vendors doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

The City is not responsible for any goods delivered or services performed unless covered by a duly signed and authorized City of Weston Order.

DELIVERIES

Deliveries are to be made during the hours of 9:00 AM to 3:00 PM, Monday through Friday, excluding holidays, unless otherwise stipulated. Vendor shall notify the City of deliveries that require special handling and/or assistance for off-loading. In the event that Vendor fails to notify City of the requirement for this type of delivery, City shall not be responsible for any add-on redelivery, storage or handling charges.

INSPECTION

All commodities delivered on this Order are subject to inspection upon receipt by a representative of the City. All rejected commodities shall remain the property of the Vendor and will be returned at the Vendor's expense.

QUANTITIES

Quantities specified in the Order cannot be changed without City approval in writing. Goods shipped in excess of quantity designated may be returned at the Vendor's expense.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this Order.

LEGAL RESPONSIBILITY

By accepting this Order, Vendor understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Vendor shall in no way be a cause for relief from responsibility.

COMPLIANCE WITH LAWS

Vendor shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to this Order or the performance of work hereunder.

MATERIAL INSTALLATION

All materials shall be installed in accordance with manufacturer's specifications.

PAYMENT FOR MATERIALS

The City shall only pay for materials satisfactorily incorporated into the work/project and shall not pay for materials stored at the work/project site or elsewhere.

EXCUSABLE DELAYS

The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the City and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the Order.

TERMS AND CONDITIONS

TERMINATION

City, acting through its City Manager or designee, reserves the right to terminate this Order in whole or in part for default (a) if Vendor fails to perform in accordance with any of the requirements of this Order, or (b) if Vendor becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Vendor under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by the City. Vendor will be liable for excess costs of re-procurement.

DEFAULT

In the event of default by the Vendor, City may procure the articles or services covered by this Order from other sources and hold the Vendor responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

INDEMNIFICATION

Vendor shall indemnify, hold harmless and, at City's option, pay for an attorney selected by the City, to defend the City, and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, for (a) demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, of Vendor, its officials, agents, employees or subcontractors arising out of this Order, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof and for (b) demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.

Vendor shall indemnify City, and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by Vendor of any patent, trademark, copyright, trade secret or other proprietary right relating to services or goods furnished pursuant to this Order. Vendor will defend and/or settle at its own expense any action brought against the City and any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to City by Vendor pursuant to this Order, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

Vendor acknowledges that specific consideration has been paid or will be paid under this Order for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.

The provisions of this indemnification section shall survive the expiration or earlier termination of this Order. To the extent considered necessary by the City Manager and the City Attorney, any sums due Vendor under this Order may be retained by City until all of City's claims for indemnification pursuant to this Order have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

INSURANCE

The Vendor of services must have secured and maintained insurance in the amount of at least \$1,000,000 for general and

\$500,000 for automobile liability limits and must list the City as an additional insured on this coverage. The Vendor must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved in writing by the City Manager.

ANTI-DISCRIMINATION

Vendor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for disqualification. The Vendor shall represent that it has adopted and maintains a policy of nondiscrimination as defined herein during the provision of services. The Vendor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of this Order.

APPLICABLE LAW AND VENUE; ATTORNEYS' FEES AND COSTS

This Order shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Order. Venue for any action to enforce or related to this Order shall be in Broward County, Florida, only. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Order. The parties understand and agree that this waiver is a material contract term. This Order is not subject to arbitration. If any party is required to enforce the terms of this Order by court proceedings or otherwise, whether formal legal action is required, each party shall pay its own attorney's fees and costs.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Vendor in any way, manner or form in product literature, advertising, or for any other purpose.

ACCEPTANCE

Vendor's acceptance of all of the terms and conditions contained in this Order will be presumed unless Vendor acknowledges exception, in writing, to the City prior to the earlier of (a) ten calendar days after date of the Order or (b) the first performance by either party of any obligations under this Order.

REPRESENTATIVE

All parties to this Order agree that the representatives named herein possess full and complete authority to bind the parties.

ASSIGNMENT

Any assignment of this Order or the performance of work hereunder, in whole or in part, is prohibited.

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under this Order, then the City, upon written notice to Vendor of such occurrence, shall have the unqualified right to terminate this Order without any penalty or expense to the City.