

**AGREEMENT**  
**between**  
**City of Findlay**  
**and**  
**«COMPANYNAME»**  
**for**  
**Supply of Goods or Services:**  
**ITEM # «PRODUCTID» - «PRODUCTNAME»**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **City of Findlay, Ohio**, a municipal corporation [hereinafter referred to as "**City**"] and **«COMPANYNAME»**, **«Address1»**, **«City\_State\_Zip»**, an **<<State>> corporation/company** [hereinafter referred to as "**«COMPANYNAME»**"], for supplying **«PRODUCTNAME»** to the **City**, pursuant to §735.05 of the Ohio Revised Code for the period of January 1, 2018 through December 31, 2018:

**WITNESSETH:**

**WHEREAS**, pursuant to an accepted Proposal by Contractor [hereinafter referred to as "Proposal"], opened on **BID OPENING DATE**, the **City** desires to enter an Agreement with Contractor for providing **«PRODUCTNAME»** sufficient to the needs of the **City**;

**AND WHEREAS**, **«COMPANYNAME»** shall consent to provide such goods or services under the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements between the parties contained herein, the parties hereby agree as follows:

**1. Terms and Conditions; Scope of Service.**

In consideration of the payments to be made under this Agreement by the **City** to **«COMPANYNAME»**, **«COMPANYNAME»** agrees to provide **«PRODUCTNAME»**, as described in the Proposal opened on **BID OPENING DATE**, a copy of which is attached to this Agreement and is incorporated with it by reference to the Proposal. The goods or services are to be delivered or provided at a time annually determined by the **City** during the term of this Agreement.

The parties agree that the scope of the performance required under this Agreement is limited to that which is described in this Section and in the incorporated Proposal; and that the goods or services to be provided must conform to those described in the Proposal.

The goods or services are to be delivered in a shipment or shipments to the **City** on a date or dates agreed to by the **City** and the Contractor. Any such schedule is to be attached and incorporated to this contract. The parties agree that the goods or services may be delivered to the **City** up to 2 business days before the date which the **City** selects; and that the **City** reserves the right to determine an alternate site for delivery.

The parties further agree that the Contractor shall fully perform its duties under this Agreement, regardless of conditions beyond the control of either party. Such conditions include, but are not limited to: disease, adverse acts of nature, accident, fire, and labor action. The parties agree that such performance under this Agreement might require the Contractor to engage the services and materials of subcontractors.

## **2. Payment.**

- A. The parties agree that the **City** shall pay to «**COMPANYNAME**», on a schedule agreed to by the parties, the Proposal amount of **bid price (\$XXX.XX)**.
- B. The **City** reserves the right, at its sole discretion, to accept the return of any or all payments made by the **City** pursuant to this Agreement in the event that Contractor defaults on any term of this Agreement. In the event that the Contractor ceases business operations because of dissolution of the entity identity, bankruptcy, sale, merger, or other causes, the **City** may elect, at its sole discretion, to take possession of all materials that are the subject of this Agreement in lieu of the return of partial payments already made to the Contractor.

## **3. Damages/Remedies/Limits of Liability.**

In addition to the remedy recited at §2(B) of this Agreement, the parties agree that the Contractor shall not be held liable for any incidental or consequential damages that result from performance under this Agreement.

The parties agree that the **City** may choose to exercise as a remedy the replacement of any defective goods or those that do not conform to the items specifically described in the Proposal, upon inspection by the **City**.

The parties further agree that the Contractor shall not be held liable for replacement of any goods that are damaged, compromised, or destroyed by acts or omissions of any employee of the **City** or other persons not party to this Agreement; nor shall Contractor be held liable for replacing goods that are damaged, compromised, or destroyed after delivery to the **City**.

#### **4. Termination of this Agreement.**

For the duration of this Agreement, the parties agree that failure by «**COMPANYNAME**» to comply with any of this Agreement's terms and conditions, the **City** may terminate this Agreement upon 30 days' written notice. If the **City** exercises its right to terminate this Agreement, any fees or charges then due to the Contractor shall be paid pursuant to §§2 and 3 of this Agreement, prorated to the date of the termination.

Except for payment of then-owing fees by the **City** to «**COMPANYNAME**», both parties would, upon termination of this Agreement, be relieved of its terms and the obligations created pursuant to this Agreement. In the event that «**COMPANYNAME**» gives 30 days' notice of its intent to terminate this Agreement, the **City** may choose to exercise its payment and damages remedies as described in §§2 and 3 of this Agreement.

The parties agree to discuss revision of parts of this Agreement if, during its term of duration, the Agreement or part of it becomes void or voidable because of changes to any statute, Ordinance, or regulation governing Agreements of this type. Any additional terms agreed to shall not serve to render void all other terms of this Agreement.

**IN WITNESS WHEREOF**, and in full recognition and understanding of the promises described in this Agreement; and in consideration of all of the mutual covenants and agreements contained in this Agreement, the parties have executed this Agreement the day and year first above written.

*For CITY of FINDLAY, OHIO*

*For «COMPANYNAME»*

\_\_\_\_\_  
Brian A. Thomas, P.E., P.S.  
Service Director/Acting City Engineer

\_\_\_\_\_  
Signed

**ATTEST:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Kathy K. Launder, City Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Approved as to form:*

\_\_\_\_\_  
Donald J. Rasmussen  
City Law Director