CITY OF COCONUT CREEK

PURCHASE ORDER
STANDARD TERMS AND CONDITIONS

The following terms and conditions are applicable to Purchase Orders entered into by and between the City of Coconut Creek, Florida (City) and Vendor (Seller). By acceptance of a Purchase Order the Seller agrees and accepts the terms and conditions stated herein.

1) The City of Coconut Creek is tax exempt from Federal Excise and State of Florida Sales Tax. The City's Consumer's Certificate of Exemption number is 85-8012557738C-1.

2) The delivery of goods and/or services within the time specified is of essence of the Purchase Order. City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event Seller fails to make timely shipment, City shall have the right to purchase elsewhere and unless the delay was caused by unforeseeable circumstances beyond Seller's control, Seller shall reimburse City for any additional charges incurred.

3) All purchases are F.O.B. destination, freight prepaid by Seller unless otherwise stated on the Purchase Order. Collect shipments will not be accepted. Partial shipments must be covered by separate invoices.

4) All packages must bear the City's Purchase Order number on the shipping label.

5) The risk of loss, injury or destruction, regardless of the cause shall be borne by the Seller until delivery of goods to the specified destination, and inspection and acceptance of the goods by City. Rejected goods will be returned to Seller at Seller's risk and expense.

6) Title of goods shall pass to City upon acceptance.

7) If the Purchase Order has been issued in accordance with a specific contract, all terms, conditions and provisions of such contract must be strictly observed in addition to the general conditions herein described.

8) All City review, application, permit or inspection fees are waived. All county, state or federal fees and permits shall be applied for and paid by the Seller as necessary.

9) Seller warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to the Purchase Order shall:
   a) Conform in all respect to the description and specifications contained in the Purchase Order;
   b) Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used;
   c) Be new and not secondhand, or good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by City unless otherwise stipulated herein;
   d) Be free from any security interests, liens or encumbrances; Seller warrants that it has good and marketable title to the goods delivered hereunder;
   e) Comply with the requirements of all applicable federal, state and local laws and regulations;
   f) Not infringe upon or violate any copyrights or patent rights.

10) No warranty, either expressed or implied, may be modified, excluded or disclaimed in any way by Seller. All warranties shall remain in full force, notwithstanding acceptance and payment by City.

11) Seller shall indemnify and hold harmless the City Commission, the City of Coconut Creek, its agents, officials, employees and assigns from and against all claims, damages, losses, expenses, and liabilities arising out of the operations of Seller pursuant to the Purchase Order specifically including, but not limited to, those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defect existed at the time of shipment by Seller; the negligence of Seller in the marketing, sale, and/or provision of the goods and/or services under the Purchase Order. Seller agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim. This section shall not be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination or expiration of this Agreement.

12) Seller is expressly prohibited from delegating its duties and obligations or transferring or assigning its rights hereunder without the prior written approval of City.

13) Seller certifies that all materials, equipment, etc. supplied under terms of the Purchase Order meets all OSHA requirements. Seller further certifies that, if the materials, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements, shall be borne by the Seller.

14) Due to the potential liability exposure for the purchase of chemicals, pesticides, solvents, building repairs and maintenance, construction, or anything that will use Seller's labor shall not be undertaken without a review by Risk Management and the acquisition of the necessary documents.

15) The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United Stated District Court for the Southern District of Florida.

16) The Purchase Order contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications. The Purchase Order may not be changed except by written amendment signed by authorized agents of both City and Seller.

17) The City can cancel at any time with thirty (30) days notice to Seller in writing. City will be responsible for payment of any goods, services received by City up to the date of cancellation.

18) The awarded vendor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense insurance as required by the City.