

## ESSENTIAL TERMS

### Compliance with Applicable Laws.

CONTRACTOR shall acknowledge compliance with all *applicable* federal, state, local, and other laws, including, but not limited to, equal opportunity employment laws, confidentiality, OSHA regulations, state incorporation laws, minimum wage and hour regulations, state rules concerning the collection and reporting of sales and use taxes, restriction against COUNTY's officers and employees deriving personal benefit(s) from CONTRACTOR, disclosure of lobbying activities, etc.

### Damage to Equipment or Facilities.

CONTRACTOR shall be responsible for any related damage to or loss of the COUNTY's equipment or facilities arising out of an act or omission of CONTRACTOR or its authorized user and deemed reasonable by either (1) both COUNTY and CONTRACTOR, (2) mediator, or (3) court/judge.

### Indemnification.

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless COUNTY and COUNTY's officers, agents and employees from and against any and all loss, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from:

- a) Any act(s) of negligence or willful misconduct by CONTRACTOR or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal; or
- b) Any claims seeking payment for labor or materials provided by CONTRACTOR under the agreement.

### Insurance and Bonding.

Prior to commencing the services and throughout the term of the agreement, CONTRACTOR and all subcontractors shall maintain adequate insurance coverage for property and general liability, malpractice, workers compensation, and vehicle liability.

### Subject to Annual Budget Approval. (Select either choice 1 or 2, not both.)

In addition to annual budget approval noted below, multi-year agreements expire when COUNTY fails to acquire necessary budgetary authorization from the County Board of Commissioners.

1. As of the date below, sufficient budget exists for the amount stated in this agreement. Therefore, this instrument has been pre-audited in the manner required by, and complies with, Article 3 of Chapter 159 of the North Carolina General Statutes, also cited as "The Local Government Budget and Fiscal Control Act."

2. COUNTY has limited available budget to pay for services rendered, above which separate budgetary approval is required. Accordingly, since no maximum amount is stated in this agreement, this document has not been pre-audited and each order for services from CONTRACTOR requires a separate purchase order which will be pre-audited.

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Signature of COUNTY Finance Director / Date

CONTRACTOR Initials \_\_\_\_\_  
COUNTY Initials \_\_\_\_\_