

**VENDOR AGREEMENT**

\_\_\_\_\_ (hereinafter referred to as "Company") is a locally owned, professional \_\_\_\_\_ company. Our credentials include business license and certificate of liability insurance. The objective of our company will be to \_\_\_\_\_, according to proposal/bid # \_\_\_\_\_ dated \_\_\_\_\_ and this contract with \_\_\_\_\_ (hereinafter referred to as "Customer.")

The following defines the scope of our proposed program:

1. All work will be performed under the supervision of qualified personnel.
2. Our technicians are trained professionals, and as such, will conduct themselves in a workmanlike and efficient manner at all times.
3. We will furnish all labor, tools, specialized equipment, material, supervision, transportation and certificates of insurance to perform the maintenance services listed below.
4. This contract is for a period of \_\_\_\_\_ months, beginning \_\_\_\_\_ and ending \_\_\_\_\_.
5. Protection and precautions to persons and property shall be exercised at all times. Work will be scheduled, whenever possible, to give the least possible interference to occupants and visitors. Any and all damages will be reported promptly to your firm, and will be repaired within 48 hours or as soon as possible.

**PAYMENT AND INVOICING TERMS**

Payment for Services: The Company will be paid as follows:

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Reimbursable Costs:

Customer shall reimburse the Company all costs incurred in connection with the services rendered. Reimbursable costs include, but are not limited to, subcontractors, materials, delivery, etc. that are attributable to a project or Service (the "Reimbursable Costs.") The Company shall provide to Customer substantiation of Reimbursable Costs incurred.

### Invoicing:

Invoices will be submitted monthly by the Company for payment by Customer. Payment is due upon receipt and is past due twenty (20) business days from receipt of invoice. If Customer has any valid reason for disputing any portion of an invoice, Customer will so notify the Company within twenty (20) calendar days of receipt of invoice by Customer, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Customer will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Customer. If payment of Invoices is not current, the Company may suspend performing further work.

### **CHANGES**

Customer may, with the approval of the Company, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Company may be directed to change the direction of the work covered by the Task Order, but no change will be allowed unless agreed to by the Company in writing.

### **STANDARD OF CARE**

The Company warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. This section sets forth the only warranties provided by the company concerning the services and related work product. This warranty is made expressly in lieu of all other warranties, express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, non-infringement, title or otherwise.

### **INSURANCE**

The Company shall maintain, during the Term of this Agreement, comprehensive general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence, which covers liability for bodily injury, property damage or death arising out of the party's activities in connection with the rendering of agreed services. The Company agrees to name Diocese of Shreveport, 3500 Fairfield Avenue, Shreveport, LA 71104; Most Reverend Francis I. Malone at 1000 Fairview, Shreveport, LA 71104; and \_\_\_\_\_ (church parish and address), as additional insured on its comprehensive general liability and auto liability (\$500,000 minimum) policies, solely with respect to the rendering of agreed services, and shall provide Customer with a certificate of insurance evidencing this coverage in addition to evidence of Worker's Compensation and Employer's Liability coverage.

### **INDEMNITY**

Each party agrees to indemnify and hold harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that either party may incur by reason of any third-party claim(s) or law suit(s) arising out of, or in connection with, the indemnifying party's

negligence, gross negligence, intentional misconduct, or performance or failure to perform pursuant to this Agreement.

## **MISCELLANEOUS**

### Insecurity and Adequate Assurances:

If reasonable grounds for insecurity arise with respect to Customer's ability to pay for the Services in a timely fashion, the Company may demand in writing adequate assurances of Customer's ability to meet its payment obligations under this Agreement. Unless Customer provides the assurances in a reasonable time and manner acceptable to the Company, in addition to any other rights and remedies available, Company may partially or totally suspend its performance while awaiting assurances, without liability to Customer.

### Independent Contractor:

The Company is an independent contractor of Customer.

### Assignment:

The Agreement is not assignable or transferrable by Customer. This Agreement is not assignable or transferrable by the Company without the written consent of the Customer, which consent shall not be unreasonably withheld or delayed.

### Disputes:

The Company and Customer recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Company and Customer agree that any remaining conflicts arising out of or relating to this contract shall be submitted to nonbinding mediation unless the Company and Customer mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

### Representations:

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Customer Authorized Signature (Bishop or designee)

\_\_\_\_\_  
Company Representative