

CRAWFORD COUNTY LIBRARY Policy Manual

Policy No. 816.1

Subject: Contract Agreement Form

AGREEMENT

This Agreement is made this _____ day of _____, 2_____, between the Crawford County Library Board of Trustees hereafter referred to as the “Library” and _____ of _____ hereafter referred to as “Contractor.”

Whereas the Library desires the following services to be performed/provided

_____ and Contractor is desirous of performing/providing said services at a standard equal to, or better than, industry standards for the services provided/performed.

Now, Therefore, in consideration of Contractor performing/providing said services in no less than industry standards or better, the Library shall pay to the Contractor the sum of \$ _____ upon completion of the performing/providing the above services.

Contractor shall commence performing/providing the services on _____ and fully complete the same no later than _____.

No assignment of this contract shall be made without the consent of the Library and in the event of assignment, to which the Library consents, assignee shall assume all liability of assignor.

Contractor agrees not to discriminate against any employee or applicant for employment in the performance of this agreement with respect to tenure, terms, conditions or privilege of employment, because of race, gender, color, religion, national origin or ancestry.

Contractor shall at Contractor’s sole cost and expense, comply with all requirements of all municipal, county, state, federal and other applicable government authorities now in force or which may be in force pertaining to the performance of this agreement and shall faithfully observe all municipal and county ordinances and state and federal statutes now in force.

This agreement shall be deemed to have been made in Crawford County, Michigan regardless of the order in which the signatures of the parties are affixed. The agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Michigan.

Contractor by performing/providing services to the Library does not in any way or for any purpose become a partner of the Library in the conduct of its business.

Contractor has read and understands this agreement and agrees that the Library has made no representation or promise to induce Contractor to enter into this agreement which is not expressed in this agreement.

(Continued on next page)

In case Contractor fails to perform or provide the services as agreed to, the Library may, at its election, declare the agreement terminated and at an end, reserving the right to maintain an action to recover damages arising out of the breach. The election shall be made in writing and sent by mail within fourteen (14) days of the declared breach to the Contractor at _____.

Contractor shall carry liability insurance to protect the public from injuries sustained by reason of carrying on the work. Contractor shall provide certificates of insurance prior to commencement of performing/providing the agreed-to services in the amount of \$_____.

Contractor assumes the sole responsibility for the safety and protection of the premises and Contractor's employees, and shall provide proof of insurance of general liability and workers' compensation satisfactory to the Library.

The Library shall be named as an additional insured on the insurance certificate.

Contractor shall indemnify and hold the Library harmless from any and all liability that may result, either directly or indirectly, from the performance or providing of the above-described services unless such liability is the direct result of the Library's gross negligence.

Contractor is required to do the work, and in no event shall any portion be subcontracted to any other party without the consent of the Library.

Additional Conditions:

| | |
|---------------|--|
| _____ Date | _____ Contractor Signature |
| _____ Date | _____ Board President or Board Secretary Signature and Title |

ADOPTED: November 10, 2005

REVIEWED: February 8, 2018