

CRAWFORD COUNTY LIBRARY

Policy Manual

Policy No. 816

Subject: Contract Agreements - Risk Control

It is the responsibility of the Crawford County Library Board of Trustees to ensure, to the best of its ability, protection of the library from potential liability exposure in contractual relationships.

When entering into a contract agreement, the following stipulations must be integrated into its language:

- Work/services must be performed/provided equal to or better than industry standards.
- Sum to be paid to the Contractor by the Library upon satisfactory completion.
- Work/services beginning and ending dates.
- No assignment of contract by the Contractor may be made without the consent of the Library. If an assignment is approved, the assignee shall assume all liability of the assignor.
- 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.
- At its own expense, Contractor must comply with all requirements of all applicable government authorities and observe all municipal and county ordinances, as well as federal statutes now in force, including anti-discrimination hiring laws.
- All contracts 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.
- By performing/providing services to the Library, the Contractor does not in any way or for any purpose become a partner of the Library in the conduct of business.
- Contractor has read and understands the agreement and agrees that the Library has made no representation or promise to induce Contractor to enter into the agreement which is not expressed in the agreement.
- If the Contractor fails to perform or provide service as agreed to, the Library Board 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 to the Contractor at its address used in the normal course of business within fourteen (14) days of the declared breach.
- 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 at least \$1,000,000.

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- 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 agreement's described services unless such liability is the direct result of the Library's gross negligence.

Any additional conditions agreed to outside the body of the contract agreement language must be stated in writing as an addendum to the contract prior to signing to be valid.

In most cases, the Contract Agreement Form (Policy 816.1) may be used in a fill-in-the-blank manner; however, each contractual relationship shall be addressed as to its particular facts and contract agreement language shall reflect those particularities.

ADOPTED: November 10, 2005

REVIEWED: February 8, 2018