TERMS AND CONDITIONS UNDER WHICH THIS ORDER IS ISSUED

1. These terms and conditions constitute the entire agreement between the City and the Vendor in connection with this order, and supersede all prior representations, understandings, and agreements between the City and the Vendor. These terms and conditions may not be modified, altered, amended or changed except upon express written consent of both the City and Vendor.

2. The City shall report to the Vendor any delivery delays as soon as reasonably possible and further reserves the right to cancel this order if delivery is not made within a reasonable timeframe.

3. Charges for freight, express, cartage, or packing will not be allowed or paid by the City unless expressly stated on the order.

4. All goods and services are subject to the City's inspection, approval and/or acceptance. If rejected, they shall be returned to the Vendor at the Vendor's expense.

5. The Vendor agrees that it will not transfer or assign this order or any part thereof to any person, firm or corporation without the consent of the City, but that this agreement shall inure to the benefit of the Vendor's heirs, personal representatives, executors, administrators, successors, and assigns.

6. If the Vendor fails to fulfill its obligations under this order, the City shall have the right, in its sole discretion, to terminate this order immediately. The City shall also have the right to terminate this order without cause by giving thirty days written notice to the Vendor. Upon termination, the City shall have no obligation to pay Vendor for goods/services not provided. Upon breach, the City may withhold any payments to Vendor to offset any damages until such time as exact damages may be determined.

7. Insurance Requirements: Upon request of the City, Vendor agrees to deliver to the City a Certificate of Liability Insurance (COI), or other evidence of insurance as deemed appropriate by the City's Risk Manager. The Vendor further agrees to name the City of Middletown, the Middletown Board of Education, and/or The Russell Library Company as additional insured on all policies, with the exception of Workers' Compensation and Professional Liability, as deemed appropriate by the City's Risk Manager.

8. Indemnification: Vendor shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Vendor or any of Vendor's employees, agents, servants, subcontractors, or any other person or persons, including but not limited to the City, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against it.

9. Any disagreement between the City and the Vendor in connection with this order will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. In the event of a disagreement, the City and the Vendor agree to submit to the Courts of the State of Connecticut.

10. The acceptance by the Vendor of any final payment due under this order shall constitute a full and complete release of the City from any and all claims, demands, causes of action, which the Vendor or any successors have or may have against the City under this order.

11. The Vendor acknowledges that it will comply with all relevant City, State, and Federal laws, ordinances, and regulations in fulfilling this Order.