CONTRACT FOR SALE No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Contract for Sale (“**Contract**”), with an effective date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Effective Date**”), is hereby entered into by and between **HORRY COUNTY GOVERNMENT**, a political subdivision of the State of South Carolina, whose Administrative Office is at 1301 Second Avenue, Conway, SC 29526 (“**County**”); and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Vendor**”), a **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** organized and existing under the laws of the State of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, and authorized to transact business in County of Horry and in the State of South Carolina.

**1. GENERAL TERMS OF CONTRACT**

**1.1. Headings**: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

**1.2. Time of Performance**: The timely performance by **Vendor** of the sale and services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit **County** to declare this Contract voided and of no further effect.

**1.3. Arbitration**: This contract is not subject to arbitration.

**1.4. Dispute Resolution**: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Conway, South Carolina.

**1.5. Merger, Amendment, and Waiver**: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between **County** and **Vendor** concerning the scope of work described herein. The sale of goods, and the terms of any services to be rendered in connection therewith, as described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of **County** and **Vendor**. Forbearance by **County** from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Vendor** to rely upon such forbearance in the event of another similar breach by **Vendor** of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

**1.6. Compliance with EEOC and other State and Federal Laws**: To the extent set forth in the respective statutes, **Vendor** shall comply with the provisions of:

**1.6.1. Titles VI & VII of the Civil Rights Act of 1964;**

**1.6.2. Age Discrimination in Employment Act of 1967;**

**1.6.3. Title I of the Americans with Disabilities Act of 1990;**

**1.6.4. Equal Pay Act of 1963;**

**1.6.5. Fair Labor Standards Act of 1938;**

**1.6.6. Immigration Reform and Control Act of 1986;** and

**1.6.7. South Carolina Wages Act, S.C. Code § 37-10-10 *et seq.***.

**1.6.8 South Carolina Worker’s Compensation Act, S.C. Code § 42-1-10 et *seq.***

**1.6.9 South Carolina Illegal Immigration Reform Act, including without limitation Chapters 14&29, Title 8, and Chapter 8, Title 41, S.C. Code of Laws; and 1.6.10 Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003; the South Carolina Act 190 of 2008; Financial and Identity Theft Protection Act; and the Horry County Privacy / Identity Theft Policy.**

**1.6.9 *The Vendor or any permitted Assignee of Vendor authorized pursuant to this Contract shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this Contract or such other remedy as the County or aggrieved party deems appropriate.***

**1.7.** By entering into this Contract, **Vendor** affirmatively warrants that **Vendor** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Vendor** shall remain in compliance therewith.

**2. SCOPE OF SERVICES**:

**2.1.** **Vendor** shall sell and **County** shall purchase such property or goods, and such services (if any) set forth in Exhibit “A” which is attached hereto and is incorporated herein by reference, within the time limits set forth therein. If any term contained in Exhibit “A” shall conflict with the terms of this Contract, then such term as set forth on Exhibit “A” shall not bind **County**.

**2.2.** All services to be performed by **Vendor** under this Contract shall be performed within the term set forth on Exhibit A”, not to exceed five (5) years.

**2.3.** Title to all goods listed in Exhibit “A” as goods to be sold under this Contract shall remain in Vendor’s name until the **County** takes and accepts delivery of the goods, at which time title shall transfer to **County**. Risk of loss of the goods specified remains with the titleholder throughout the performance of this Contract.

**3. PAYMENT FOR SERVICES AND GOODS**:

**3.1.** The cost of goods are set forth in Exhibit “B” of this Contract. The total project cost of \_\_\_\_\_\_\_\_\_\_\_\_\_ shall be a guaranteed maximum price (GMP) for the goods to be provided. **Vendor’s** invoice to **County** will be on a basis of net 30 days after receipt by **County** of the invoice.

**3.2.** Services not included in the Scope of Services or Exhibit “A” constitute additional charges to **County** at rates and intervals to be agreed upon between **County** and **Vendor** in a written Amendment formally executed by both parties prior to performance of any such services.

**4. WARRANTIES OF VENDOR AND COUNTY**:

**4.1. County warrants that:**

**4.1.1. County** has the lawful authority required under State law and **County’s** Ordinances to enter into and perform this Contract;

**4.1.2. County** will notsolicit any employee of the Vendor with an offer of employment for two years after the termination of the Contract, but this does not forbid the County from hiring such employee if the employee responds to the County’s solicitation made to the general public, and it does not apply to the County if the County terminates the Contract for cause.

**4.2. Vendor warrants that Vendor has:**

**4.2.1.** All necessary licenses and consents required for **Vendor** to enter into and fully perform the sale of goods and provision of any services set forth on Exhibit “A”, and is in good standing in the State of South Carolina;

**4.2.2.** All required insurances, including Worker’s Compensation Insurance and General Liability Insurance, to indemnify **County** against any and all claims arising under or as a result of the performance of this Contract, in at least the following amounts (or in those amounts, if specified as set forth in **County’s** Invitation to Bid or Request for Proposals, that formed the basis of the Scope of Services of this Contract):

Workers’ Compensation shall include a minimum limit of $100,000 per accident for onsite work/service. Commercial General Liability coverage shall provide minimum limits of liability of $1,000,000 per occurrence. This shall include coverage for premises/operations, products/completed operations, contractual liability, and, independent contractors. Commercial Auto Liability shall include a minimum limit of $1,000,000 combined single limit for bodily injury and property damage for all vehicles used for onsite work/services. Insurance shall indemnify **County** against any and all claims arising under or as a result of the performance of the contract. The **County** shall be named as an additional insured on all liability policies and expressed on the Certificate of Insurance. The **County** must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance. The Certificate Holder address shall be: Horry County, ATTN: Risk Management, P.O. Box 997, Conway, SC 29528.

**4.2.3.** No conflict of interest with any other contract with a third party that might cause a claim to arise against **County** by the entry into or performance of this Contract by **Vendor**.

**4.2.4.** Full and proper title to the goods to be sold under this Contract as against all others potential claimants.

**4.3. Vendor warrants that Vendor shall throughout the term of this Contract:**

**4.3.1.** Perform any services required under Exhibit “A” with a degree of skill and care of reputable members of the same profession in South Carolina;

**4.3.2.** Maintain all insurances required by law or this Contract, including worker’s compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth herein;

**4.3.3.** Properly withhold from all wages, commissions, salaries, and fees paid by **Vendor** to third parties or employees, agents, or sub-contractors of **Vendor**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

**4.3.4.** Ensure that any third party, employee, agent, or sub-contractor of **Vendor** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;

**4.3.5.** Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;

**4.3.6.** Not solicit any employee of the County with an offer of employment for two years after the termination of the Contract, but this does not forbid the Vendor from hiring such employee if the employee responds to the Vendor’s solicitation made to the general public;

**4.3.7.** Warrant that the goods which are the subject matter of this Contract are fit for the purpose for which the **County** purchases said goods, are generally fit for sale and use, and are of sound workmanship and quality.

**5. OWNERSHIP OF PROJECT MATTER**: Unless otherwise agreed between **County** and **Vendor**, and approved by **County’s** attorney:

**5.1.** All plans, reports, surveys, and other professional work product of **Vendor** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of **County** during and at the completion or termination of this Contract;

**5.2.** All materials supplied or loaned by **County** to **Vendor** during the term of this Contract shall remain the property of **County**;

**5.3.** All intellectual property provided to **County** by **Vendor** and originating from this Contract shall become and remain the property of **County**, and **Vendor** shall not, without the written consent and license from **County**, use such intellectual property for another commercial purpose;

**5.4.** **County** shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Vendor** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

**6. EARLY TERMINATION OF CONTRACT**: **County** and **Vendor** shall have the right, upon sixty days written notice, to terminate this Contract, and thereafter **County** shall have no obligation to pay for services provided to **County** except up to the effective date of termination of this Contract. In the event, **Vendor** exercises its right to terminate this Contract, **Vendor** will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty (120) days, to allow **County** to procure another **Vendor**.

**7. INDEPENDENT CONTRACTOR STATUS**: **Vendor** shall not, by entering into this Contract, become a servant, agent, or employee of **County**, but shall remain at all times an independent contractor to **County**. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Vendor** and **County**, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

**8. NOTICES TO PARTIES**: All notices to each party to this Contract shall be in writing, and sent as follows:

**8.1. To County**:

**8.1.1.**

with a copy to:

County Attorney,

1301 Second Avenue

Conway, SC 29526

(Tel: 843-915-5270; fax 843-915-6270)

**8.2. To Vendor**:

**8.3. Form of Notice**: All notices required or permitted under this Contract shall be effective:

**8.3.1.**  On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

* + 1. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

**9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:** The **Vendor** will indemnify and hold harmless **County** and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the **Vendor**, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the **County** or it agents or employees by an employee of the **Vendor**, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for **Vendor** under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of the **Vendor** under this paragraph shall not extend to the liability of the **County** or its agents or employees arising out of the reports, survey, change orders, designs, or specifications that are un-attributable to the **Vendor**.

**10. ASSIGNMENT: Vendor** shall not assign, permit the assumption of or in any manner transfer any interest in this Contract, or any part thereof, without the prior written consent of the **County**. If **Vendor** assigns, permits the assumption of or in any manner attempts a transfer of its interest in this Contract, **County**, in its sole discretion, may declare this entire Contract null and void.

**IN WITNESS WHEREOF,** the parties have executed this Contract in three (3) originals, each of which shall be deemed to be an original on the Effective Date first above written.

**Vendor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By (signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**County:**

By (signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_