

***Town of Weymouth
Massachusetts***



(VENDOR NAME)

This Agreement is made on this _____ between the Town of Weymouth, acting by and through its duly authorized Mayor, (hereinafter, the "Town"), with a principal place of business at 75 Middle Street, Weymouth, MA 02189, and _____, (hereinafter "Vendor"), with a principal place of business at _____. The Town and _____ contract for services under the terms and conditions set forth herein.

I. SERVICES.

(VENDOR) will provide to the Town/Schools the following goods or services:
INSERT FULL DESCRIPTION OF SERVICES.

*If services are detailed in the Town's Specs, attach a copy and state: The services to be performed by VENDOR are fully described in the Town's Specifications, which are attached hereto and incorporated herein by reference.

*If the services are procured through the State bid list or through a consortium bid, please insert name and reference number to such bid.

II. COMPENSATION.

Upon completion of services described in Paragraph I above, (VENDOR), shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed. Upon satisfactory review of said invoice and documentation, the Town shall remit payment to (VENDOR NAME). The Town agrees to pay (VENDOR) in an amount not to exceed (AMOUNT) for the services performed or goods provided pursuant to this contract and shall be subject to appropriation during the 2016 fiscal year.

III. TIME FOR PERFORMANCE.

All goods and services pursuant to this contract shall be provided to the Town through **June 30, 2016.**

IV. ASSIGNMENT.

(VENDOR) shall not delegate, assign or transfer its duties or interests in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon (VENDOR'S) assigns, transferees and/or successors in interest.

V. PREVAILING STATUTORY AUTHORITY.

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

VI. INDEMNIFICATION.

(VENDOR) hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of (VENDOR'S) performance of its obligations under this contract. (VENDOR) hereby releases the Town from any claim for liability by itself or a subcontractor, officer, agent or employee.

VII. TERMINATION.

Notwithstanding the term of this Agreement, in the event of default by a party, which default is not cured within fifteen (15) days after written notice from the non-defaulting party, the non-defaulting party, at its option, may terminate this Agreement, upon written notice by certified mail return receipt to the defaulting party. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. There shall be no penalty for termination for the convenience of the Town.

VIII. CERTIFICATE AS TO PAYMENT OF STATE TAXES.

Pursuant to M.G.L. c.62C, 49A, (VENDOR), hereby certifies under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

IX. FACSIMILE SIGNATURES.

The parties agree that the original signatures of the authorized individuals of the Parties may be received electronically (e.g. internet PDF files). It is agreed by the parties that the electronically transmitted contract, therefore, will contain facsimile signatures. For purposes of this contract, "Facsimile signature" means a reproduction of the manual signature of an authorized officer of the Parties. The signature of any such authorized individual imprinted on this contract or any amendment thereto shall have the same validity as his/her written signature. The Parties therefore agree that the contract with such may be relied upon as if an original signature had been placed on the contract.

For the Contractor:

Signature of Authorized Signatory

Print Name & Title

Address

Email Address

For the Town of Weymouth:

Department Head – Name & Title

Approved as to Form:

Attorney Joseph Callanan

Approved as to Appropriation:

Patrice A. Cook – Town Accountant

Approved:

Robert L. Hedlund – Mayor

CERTIFICATE OF AUTHORIZATION

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, _____ **is: (CHECK ONE)**
(Name of Company/Consultant/Corporation/LLC)

_____ A. a corporation formed and existing under the laws of the State of _____, and pursuant to the corporate By-laws: _____
(Insert Name and Title of Authorized Representative), is authorized to execute contracts in the name of said corporation. Such execution or any contract or obligation in this corporation's name on its behalf by the such duly authorized individual shall be valid and binding upon the corporation.

_____ B. a limited liability company or a partnership formed and existing under the Laws of the State of _____, and pursuant to the limited liability company agreement or partnership agreement, _____
(Insert Name and Title of Authorized Representative), is authorized to execute contracts in the name of said company or partnership. Such execution or any contract or obligation in this company or partnership's name on its behalf by the such duly authorized individual shall be valid and binding upon the company or partnership.

_____ C. is a sole proprietorship owned and operated exclusively by the undersigned. _____
(Insert Name and Title of Authorized Representative). Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

Signature:
(Must be signed by Corporate Officer, Partner or Sole Proprietor)

Printed Name of Above

Title

Date