

VENDOR AGREEMENT

This Vendor Agreement (“Agreement”) is made and entered into as of _____, 20____ (“Effective Date”), by and between the Bainbridge Island Metropolitan Park & Recreation District (“District”) and _____, a(n) individual, limited liability company, corporation or other: _____ (check appropriate box) (“Vendor”). “District” and “Vendor” include, in addition to the above-named parties, all current and future subsidiaries and affiliates of District and Vendor. District and Vendor are referred to herein collectively as “the Parties.”

District wishes to hire Vendor to furnish materials, render services, perform labor or other: _____ (check appropriate box), as follows: _____

_____ (“Project”).

The total cost of the Project is \$ _____ (“Project Cost”), and Vendor requires advance payment of \$ _____ (“Advance”), which shall be credited towards the Project Cost. Payment of the balance of the Project Cost shall be due within _____ days of completion of the Project or other: _____ (check appropriate box).

The Advance has been paid and Vendor hereby acknowledges receipt thereof or shall be paid within _____ days of execution of this Agreement, whereupon Vendor shall acknowledge receipt in writing (check appropriate box). The Advance shall not be used for any purpose other than completion of the Project. If Vendor does not perform in a timely manner, Vendor shall refund the Advance to the District upon written request.

All notices required under this Agreement shall be in writing and delivered by personal delivery, e-mail, facsimile or U.S. mail, and shall be deemed given upon personal delivery, upon successful transmission, or three (3) business days after deposit in the mail. The Parties’ information for purposes of notice is set forth below and may be changed upon written notice to the other party.

This Agreement shall be governed by the internal laws of the State of Washington, without regard to its choice of law principles. The Parties hereby irrevocably consent to the sole and exclusive jurisdiction of and venue in the state courts in Kitsap County and the federal courts in the Western District of Washington. The substantially prevailing party in any action concerning this Agreement shall be entitled to recover its costs and reasonable attorney fees from the other party.

Vendor may not assign or transfer any rights or obligations under this Agreement without the prior written consent of District. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assigns. This Agreement is the entire and complete agreement between the Parties with respect to the subject matter hereof and supersedes

any prior or contemporaneous agreements or understandings between the Parties, whether written or oral. This Agreement may not be modified in any way except by a writing signed and dated by the Parties. If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect. If either of the Parties fails to enforce any right or remedy hereunder, such failure shall not be deemed a waiver of such right or remedy. This Agreement may be executed in counterparts, and signatures transmitted electronically shall be deemed the equivalent of original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DISTRICT

VENDOR

By: _____
Name/Title:
Address:

By: _____
Name/Title:
Address:

E-mail:
Fax:

E-mail:
Fax: