

UNION COUNTY NORTH CAROLINA

This contract for _____ services is made and will begin on the _____ day of _____, 2024, between **Union County North Carolina**, 500 N. Main Street, Suite 709, Monroe, NC 28112 and **PlayCore Wisconsin, Inc., dba GameTime**, PO Box 680121, Fort Payne, AL 35968_(Vendor's address).

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1.

1.1 Obligations of Vendor. Vendor hereby agrees to provide services to Union County North Carolina as follows:

(Include a description/scope of detailed services and bid award number, if applicable.)

Work will be completed in a timely manner acceptable to Union County North Carolina in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.

1.2 Qualifications of Vendor. Vendor warrants that all agents or employees of Vendor who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified Vendors of the same or similar services.

1.3 Records Maintenance. Vendor shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.

2.

2.1 Obligations of Union County North Carolina. Union County North Carolina hereby agrees to compensate Vendor at a rate or in the amount of \$_____ for services rendered, with total payments not to exceed \$_____. With the Union County North Carolina's written consent, payments may be made in monthly installments for work performed and accepted during the previous month.

2.2 In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, Union County North Carolina will be under no obligation to compensate Vendor for services not rendered.

3. Term. The services described in the Contract will be provided from _____ through _____ unless sooner terminated as herein provided.
4. Compensation. Union County North Carolina hereby agrees to compensate Vendor in the amount of \$ _____ once all services have been rendered in accordance with the terms of this Contract. Vendor shall provide Union County North Carolina with invoice(s) referencing the contract number, itemized by service, providing the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by Union County North Carolina. Union County North Carolina shall process payments to Vendor within thirty (30) days of submission of such invoices(s). In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, Union County North Carolina will be under no obligation to compensate Vendor for services not rendered.
5. Termination for Convenience. Union County North Carolina may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from Union County North Carolina to Vendor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Vendor pursuant to this Contract shall, at the request of Union County North Carolina be turned over to it and become its property. If the Contract is termination by Union County North Carolina in accordance with this section, Union County North Carolina will pay Vendor at the rate set out in Section 2.1 for all services performed as of the date of termination.
6. Termination for Default. At any time, Union County North Carolina may terminate this Contract immediately and without prior notice if Vendor is unable to meet goals and timetables or if Union County North Carolina is dissatisfied with the quality of services provided.
7. Terms and Methods of Payment. Vendor shall submit to Union County North Carolina monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by Union County North Carolina. Such invoices shall be submitted withing thirty (30) days of the rendering of services. Union County North Carolina shall process payments to Vendor within thirty (30) days of submission of such invoices. Invoices should be sent to _____ for review and approval.
8. Contract Funding. It is understood and agreed between Vendor and Union County North Carolina that Union County North Carolina's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. Insurance. Vendor agrees to maintain Commercial General Liability of \$1,000,000 for each occurrence with \$2,000,000 General Aggregate. Vendor shall maintain \$1,000,000 in

automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services for this Contract. Automobile Liability Insurance is not required if the vehicle is not being used in the implementation of this contract. Vendor also agrees to maintain \$1,000,000 in professional liability insurance if the Vendor is engaged in a professional service pursuant to this Contract. The Board of Education shall be named by endorsement as an additional insured on the general and automobile liability policies. Certificates of such insurance shall be furnished by Vendor to Union County North Carolina and shall contain an endorsement to provide Union County North Carolina at least 10 days' written notice of any intent to cancel or terminate by either Vendor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

10. Taxes. Vendor shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
11. Monitoring & Auditing. Vendor shall cooperate with Union County North Carolina, or with any other person or agency as directed by Union County North Carolina, in monitoring, auditing, or investigating activities related to this Contract. Vendor shall permit Union County North Carolina to evaluate all activities conducted under this contract as dictated by Union County North Carolina. Vendor shall provide auditors retained by Union County North Carolina with access to any records and files related to the provision of services under this Contract. Union County North Carolina agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Vendor accessed during an audit conducted under this Contract.
12. Indemnification. Vendor shall indemnify and hold harmless Union County North Carolina and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Vendor or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for the purpose of N.C Gen. Stat. § 6-21.2.
13. Relationship of Parties. Vendor shall be an independent contractor of Union County North Carolina, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Vendor be construed as an employee, agent, or principal of Union County North Carolina.
14. Compliance with Applicable Laws. Vendor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Vendor shall not employ any individuals to provide services to Union County North Carolina who are not authorized by federal law to work in the United States. Vendor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify

system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Vendor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Vendor is responsible for providing affordable health care coverage to all of its full-time employees providing services to Union County North Carolina. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

15. Restricted Companies Lists. Vendor represents that as of the date of this Contract, Vendor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Vendor also represents that as of the date of this Contract, Vendor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
16. Anti-Nepotism. Vendor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of Union County North Carolina or of any principal or central office staff administrator employed by Union County North Carolina. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Vendor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Vendor shall immediately disclose the family relationship in writing to Union County North Carolina. Unless formally waived by Union County North Carolina, the existence of a family relationship covered by this Contract is grounds for immediate termination by Union County North Carolina without further financial liability to Vendor.
17. Assignment. Vendor shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of Union County North Carolina.
18. Contract Modifications. This contract may be amended only by written amendments duly executed by and between Union County North Carolina and Vendor.
19. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
20. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.
21. Entire Agreement. This Contract, including the purchase order, if any, used in connection

herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

22. Attached Exhibits: The following documents, if any, are attached as Exhibits to this contract and incorporated by reference herein:

Exhibit A: _____
(INSERT NAME OF SCOPE OF SERVICES EXHIBIT)

Exhibit B: _____
(INSERT NAME OF ADDITIONAL EXHIBIT OR "N/A")

23. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

24. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."

25. Authority to Enter Contract. The person(s) executing this Contract on behalf of vendor have authority to do so as an official, binding act of Vendor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

UNION COUNTY NORTH CAROLINA

**PLAYCORE WISCONSIN, INC., DBA
GAMETIME**

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title