

**GENERAL TERMS AND CONDITIONS (5/24/17) for
Service and Client Service Contracts**

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below.

"EdCC" shall mean Edmonds Community College, any division, section, office, unit or other entity of the College, or any of the officers or other officials lawfully representing the college.

"CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the contractor.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by EdCC.

DUPLICATE PAYMENT

EdCC shall not pay the CONTRACTOR if the CONTRACTOR has charged or will charge EdCC under any other contract or agreement for the same services or expenses as specified in the scope of work.

ASSURANCES

EdCC and the Contractor agree that all activity pursuant to this contract will comply with all state and federal laws, rules and regulations, including but not limited to nondiscrimination laws and the American with Disabilities Act (ADA).

AMENDMENT/ASSIGNMENT

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of EdCC.

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless EdCC and all officials, agents and employees of EdCC, from and against all claims to injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death or injury to or destruction of tangible property including loss of use resulting therefrom. CONTRACTOR'S obligations to indemnify, defend and hold harmless includes any claim by CONTRACTOR'S agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless EdCC for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance of failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless EdCC shall not be eliminated or reduced by any actual or alleged concurrent negligence of EdCC or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless EdCC and its agencies, officials, agents and employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of EdCC. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of EdCC or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with CONTRACTOR.

INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. EdCC may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by EdCC under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract EdCC may, by 10 days written notice, beginning on the second day after this mailing, terminate this contract, in whole or in part. If this contract is so terminate, EdCC shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by an authorized representative of EdCC.

GOVERNING LAW. This Agreement shall be governed by the laws of Washington State. Any dispute of the terms and conditions hereunder shall be brought in a competent court in Washington State, County of Snohomish.