SQUAXIN ISLAND TRIBE CONTRACT

This Contract is entered into on the Squaxin Island Reservation this ___2nd_ day of September, 2016, between ENTER VENDOR NAME, with a principal place of business at ENTER VENDOR ADDRESS hereafter referred to as the "Contractor", and the Squaxin Island Tribe, a federally-recognized Tribe (hereafter the "Tribe"), located on the Squaxin Island Reservation. Collectively, the Contractor and the Tribe may be referred to as the "Parties." The Agreement between the Parties consists of this Contract and all attached Exhibits, as described in Section 7 (the "Agreement").

1. Description of Goods and/or Services

Contractor shall provide the goods and/or services described in the attached "Exhibit A", in accordance with the Agreement.

2. Contract Price

2.1 The Tribe agrees to pay Contractor for the goods and/or services the price described in "Exhibit A".

2.2 Payment shall be as set out in Section 3 of this Contract.

3. Method of Payment

3.1 The Tribe shall make payments to Contractor on the following basis (select one option):

☐ Option 1: Within 20 business days of receipt of a fully substantiated invoice confirming delivery of 100% of the conforming goods and/or services.

☐ Option 2: No more than monthly, within 20 business days of presentation of a fully substantiated invoice.

☐ Option 3: In accordance with the payment schedule attached in "Exhibit B".

3.2 Any payment to be made by the Tribe may be withheld if:

3.2.1 The goods and/or services are found to be defective and the defect is not remedied;

3.2.2 In the opinion of the Tribe, Contractor's performance is not consistent with the terms of the Agreement; or

3.2.3 Contractor fails to comply with any applicable law or regulation, or to pay any applicable tax, fee or license.

4. Claims

4.1 By making payment, the Tribe waives all claims except those arising out of:

4.1.1 Faulty goods and/or services appearing after delivery or completion;

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4.1.2 Goods or services that do not comply with the Agreement;

4.1.3 Outstanding claims of liens;

4.1.4 Failure of Contractor to comply with any guarantees or warranties required by the Agreement.

4.2 Contractor, by accepting payment, waives all claims against the Tribe as to those goods and/or services except those that he or she has previously made in writing, and which remain unsettled at the time of acceptance.

5. Term; Date for Performance

☐ Option 1: Contractor agrees to deliver the goods and/or services in Exhibit "A" on or before _____. Failure to do so shall be a material breach of contract.

☐ Option 2: The Agreement shall be effective from _____ until _____, unless sooner terminated in accordance with Section 6, below.

Those obligations and provisions which by their nature are intended to survive expiration or termination of the Agreement shall so survive.

6. Default and Termination

6.1 The Agreement may be terminated by either party without prejudice to any other remedy that the non-defaulting party may have if the other party defaults in performance of any provision of the Agreement. The non-defaulting party shall give the defaulting party ten (10) days' written notice of the non-defaulting party's intention to terminate the Agreement, within which time the defaulting party may cure the default condition to the satisfaction of the non-defaulting party. Should the defaulting party be Contractor, the Tribe may, pursuant to Section 3 of this Contract, withhold any portion of the Contract Price still owing at the time of the default.

6.2 The Tribe may also terminate the Agreement for its convenience without cause. Should the Tribe elect to terminate under this subsection 6.2, the Tribe shall give the Contractor written notice of the termination, which shall be effective immediately upon receipt, or three days after mailing, first-class, postage prepaid, whichever comes first, unless a later termination date is given. The Tribe shall pay for all goods and/or services properly provided up to the effective date of the termination. Contractor shall have no additional rights as against the Tribe except for the payment provided under this subsection 6.2.

7. Precedence of Documents

This Contract, together with such supplementary agreements and conditions as are attached to this Contract and which are labeled as Exhibits to this Contract shall be the Agreement between the Parties. In the event of a conflict between this Contract and any Exhibit thereto, the terms of this Contract shall supersede any provision to the contrary.

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8. Contract Officer

8.1 _____ is the designated Contract Officer (CO) for the purpose of the Agreement and shall provide general administration of the Agreement as the Tribe's representative. The CO lacks the authority to amend the terms of the Agreement unless and except as explicitly agreed within the Agreement.

8.2 _____ is Contractor's representative for the Agreement, and shall be responsible for the performance of the Agreement, and shall have signature authority for the Contractor for all matters related to the Agreement.

9. Responsibilities of Contractor

Contractor's duties and rights in connection with the project herein are as follows:

9.1 Payment of Taxes, Procurement of Licenses and Permits: Contractor shall pay any applicable tribal, federal, state, and local taxes required by law in connection its performance under the Agreement and shall secure all necessary licenses and permits, paying the fees therefore.

9.2 Compliance with Laws and Regulations: Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of the Agreement. If any part of the Agreement is at variance therewith, he or she shall notify the Contract Officer promptly upon discovery of such variance.

9.3 Responsibility for Negligence of Employees and Subcontractors: Contractor assumes full responsibility for acts, negligence or omissions of all its employees under the Agreement, for those of its subcontractors and their employees, and for those of all other persons doing work under contract with it.

9.4 Warranty of Fitness of Goods and/or Services: Contractor represents and warrants to the Tribe that goods and/or services provided under the Agreement will be of good quality, fit for any identified purpose, free of defects, and in conformity with the Agreement. It is understood between the parties hereto that all goods and/or services that are not so in conformity are defective.

9.5 Indemnity and Hold Harmless Agreement: Contractor agrees to indemnify and hold harmless the Tribe, its subsidiaries, and the officers, agents and employees of each, from and against all claims, damages, losses, and expenses related to or arising from Contractor's goods and/or services as set out in the Agreement. Such expenses include reasonable attorneys' fees if it is necessary for the Tribe to commence or defend an action arising out of or associated in any way with Contractor's performance of the Agreement. Such claims include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) which are caused in whole or in part by Contractor's negligent act or omission, or that of Contractor's subcontractor, or that of anyone employed by them or for whose acts Contractor or Contractor's subcontractor may be liable.

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10. Jurisdiction and Venue; Applicable Law; Sovereign Immunity

10.1 Contractor and the Tribe agree that the sole and exclusive jurisdiction over any disputes arising out of the Agreement shall be in the Squaxin Island Tribal Court. Contractor acknowledges it has voluntarily entered a consensual contractual relationship with the Tribe, that it is therefore subject to the personal jurisdiction of the Squaxin Island Tribal Court, and waives any objection it might otherwise assert to the assertion of jurisdiction by the Court.

10.2 Any dispute shall be determined under the laws of the Squaxin Island Tribe.

10.3 Notwithstanding any other provision, nothing herein shall be deemed to waive the sovereign immunity of the Squaxin Island Tribe or its enterprises, or the agents, officers, officials or employees thereof.

11. Independent Contractor

It is understood that the Contractor is operating as an independent contractor, and as such shall comply with all applicable laws and regulations and shall pay all applicable taxes and other assessments and hold the Tribe harmless from the consequences of any act or omission of whatever kind or nature of Contractor or its employees or agents of whatever kind. Contractor shall not have any right as an employee of the Tribe, and no employee-employer relationship is established by the Agreement. Further, the Contractor is responsible for reporting this income to the applicable federal and/or state agencies. The Contractor is responsible for all taxes associated with this income.

12. Records

Contractor will maintain adequate financial records, in accordance with generally accepted accounting practices, such that the Contractor can clearly and easily identify all claimed costs and expenses and the relatedness of those costs and expenses to the Agreement.

13. Limitation of Liability

In no event shall the Tribe's total, aggregate liability under the Agreement exceed the price identified under Exhibit "A," whether such liability arises in contract or tort. The Tribe shall not be liable for any indirect, incidental, special, punitive or consequential damages, or any loss of profits, revenue, data or data use.

14. Proprietary Rights; Confidentiality

14.1 Contractor agrees that all proprietary rights, including patents, trademarks, and copyrights, contracted for or otherwise created for or on behalf of the Tribe, shall be owned by the Tribe. Contractor agrees that no right is granted to Contractor in any proprietary right owned by the Tribe.

14.2 Contractor shall take all reasonable and proper steps to ensure that it does nothing that may bring the Squaxin Island Tribe, its enterprises, or the officers, agents, officials, and employees thereof into disrepute nor shall Contractor do anything to prejudice or damage the Tribe's and its enterprises' logos, marks, brands or reputations.

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14.3 Contractor shall not disclose, either during or after the term of the Agreement, any Confidential Information of the Tribe without the Tribe's prior written permission. "Confidential information" means all material, non-public information disclosed or made available to Contractor by any means, and includes but is not limited to all financial information, medical records, personnel information, client information, equipment information, supplier information, plans or procedures, systems, formulas, and personally identifiable information such as addresses or government identification numbers. Contractor will protect the Tribe's Confidential Information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Contractor uses to protect its own confidential information. If Contractor believes it is obligated as a matter of law to disclose Confidential Information, Contractor will first give prompt written notice to the Tribe to allow the Tribe to seek a protective order or other relief.

14.4 Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession or known to Contractor without restriction, or which is rightfully obtained by Contractor from sources other than the Tribe.

14.5 Upon termination of Contractor's services to the Tribe, or at the Tribe's request, Contractor shall immediately deliver to the Tribe all confidential and proprietary materials or information in Contractor's possession and destroy any remaining electronic or other copies.

15. Entire Agreement; Amendments

The Contract and its Exhibits, referred to as the Agreement, contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. The Agreement may be amended only in a writing signed by [the Tribal Adminstrator] and a duly authorized representative of the Contractor.

16. No Partnership, Third Party Beneficiaries

The Agreement does not create a partnership relationship. No person or entity other than the Parties themselves has any right or remedy under the Agreement.

17. Assignment

Contractor may not assign or subcontract any rights or obligations under the Agreement without the Tribe's prior written approval.

18. Tax Exemption

The Tribe is exempt from state taxes for goods and services received in Indian Country. This exemption includes, but is not limited to, state and local sales and use tax. Contractor is eligible for an exemption from state taxes for goods and services provided to the Tribe in Indian Country. This exemption includes, is but not limited to, business & occupation tax. Contractor shall cooperate in good faith with the Tribe to secure all available exemptions from tax, including full compliance with the procedural requirements of WAC 458-20-192. The Tribe may reduce its payment by the amount of any exemption not claimed by Contractor, including but not limited to the exemption for business and occupation tax.

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19. Execution

The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or the scanned image is provided by email. Signatures provided in this manner shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Contract at the Squaxin Island Reservation, Shelton, Washington, on the date herein indicated.

DATE:_____ **SQUAXIN ISLAND TRIBE**

_____

By:_____**Kris Peters**_____

Title:_____**Tribal Administrator**_____

DATE:_____ **CONTRACTOR**

_____

By:_____

Title:_____

Address:_____

_____

Telephone:_____

Facsimile:_____

Taxpayer I.D.:_____

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EXHIBIT A

DESCRIPTION OF GOODS AND/OR SERVICES AND PRICE

[Attach any Estimates / Scope of Work Documents]

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EXHIBIT B

PAYMENT SCHEDULE

**[If checked Option 3 Section 3 please provide a schedule;
if you checked Option 1 or 2 please remove Exhibit B]**