

**OTTAWA COUNTY MICHIGAN
TERMS AND CONDITIONS**

1. Michigan Sales Tax Exempt under subsection (a) 4a of the Sales Tax Act. Federal Tax ID #38-6004883.
2. VENDOR WARRANTIES that the goods and/or services supplied will be of good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for that intended use.
3. INDEMNITY The Vendor shall indemnify and hold harmless Ottawa County, its employees, agents and volunteers against and from all claims, judgments, losses, damages, payments, costs and expenses of every nature and description, including attorney's fees, arising out of or resulting from the vendor's performance of or failure to perform the work described herein.
4. INSURANCE The Vendor shall provide the following coverages:

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY:

Workers Compensation Limits	Michigan Statutory
Employers Liability Limits	\$500,000 Each Accident
	\$500,000 Each Employee
	\$500,000 Aggregate Injury by Disease

COMMERCIAL GENERAL LIABILITY:

Each Occurrence	\$1,000,000	
Personal and Advertising	\$1,000,000	
Injury	General	\$2,000,000
Aggregate	\$2,000,000	
Products/Completed Operations Aggregate		

There shall be no Products/Completed Operations or Contractual Liability exclusion.
The General Aggregate limit shall apply separately per location or project.

AUTOMOBILE:

Residual Liability	\$1,000,000 each Accident
Personal Injury Protection	Michigan Statutory
Property Protection	Michigan Statutory

These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers.

The County of Ottawa and its officers, officials, employees, volunteers and agents are to be additional insureds as respects to the services provided under this agreement. This additional insured status shall not terminate after completion of the services. A certificate of insurance shall be provided and show the required limits, and the above-mentioned shall be listed as additional insureds. A 30-day notice is required in the event of coverage termination for any reason.

5. MATERIAL SAFETY DATA SHEET as required by law.
6. MODIFICATION Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.
7. PAYMENT TERMS In the absence of any prior arrangement, payment terms will be Net 30.
8. CERTIFICATES Please forward all Certificates or Material Safety Data Sheets, to the following office:

Ottawa County
Fiscal Services Department
12220 Fillmore St., Room 331
West Olive, MI 49460