

TOWN OF GARNER CONTRACT REQUIREMENTS

Contracts submitted by vendors shall conform to the following requirements:

1. **“Limitations of Liability”** provisions are not acceptable, and should not be proposed by vendors in contracts relating to design or construction, professional services, or other contracts for goods or services in which potential liability is a consideration.
2. **“Indemnification”** of the Town by the vendor for all matters arising out of the negligence of the vendor (excluding the negligence of the Town) is required.
3. **“Insurance”** requirements, including “Additional Insured” requirements, are set out below.
4. **“Indemnification”** provisions by which the Town agrees to indemnify the vendor are not acceptable.
5. **“Choice of Law”** provisions to the effect that the contract is governed by the law of any jurisdiction other than the State of North Carolina are not acceptable.
6. **“Choice of Forum”** provisions allowing a civil action in any jurisdiction other than Wake County Superior Court or the United States District Court for the Eastern District of North Carolina are not acceptable.
7. **“Arbitration”** requirements are not acceptable.
8. **“Situs of Contract”** (meaning the location of the making of the contract) shall be North Carolina; no provision for an alternative situs is acceptable. To assure that North Carolina is the situs of the contract, the vendor shall fully execute the final contract document prior to submission to the Town for execution.