

CASINO REINVESTMENT DEVELOPMENT AUTHORITY

TERMS AND CONDITIONS

- 1.0 Contractor / Vendor will provide the good and services as more fully described on this Purchase Order subject to and in accordance the following terms and conditions.
- 2.0 Fees and Billing**
- 2.1 In consideration of Contractor's performance of Services or Vendor's delivery of goods in accordance with the terms and conditions of this Purchase Order, as determined by CRDA, in its sole discretion, CRDA agrees to pay Contractor / Vendor at the amounts reflected on the Purchase Order total compensation to Contractor / Vendor (the "Maximum Compensation").
- 2.2 Contractor shall not charge and CRDA shall not be obligated to pay any additional fees or expenses for the Services / Goods described in this Purchase Order.
- 2.3 All invoices must describe the Services performed or Goods delivered, referencing the task, or part thereof, or item. If the Contractor's/Vendor's quotation or part thereof is based on an hourly fee, then invoices shall show the hours spent, itemized by date and task. Any invoice that includes an expenditure line item must be accompanied by such documentation to substantiate the amount and necessity of such expenditure. CRDA shall not accept any mark-ups on subcontractor services.
- 2.4 CRDA shall not be obligated or liable under this Purchase Order to any party, other than Contractor/Vendor, for the payment of any monies or the provision of any goods or services. Contractor/Vendor shall be obligated to indemnify, defend and hold CRDA harmless pursuant to Section 9 hereof in the event of any such claim.
- 2.5 CRDA shall remit payment to the Contractor/Vendor within forty-five (45) days of the date of receipt of Contractor's/Vendor's invoice, provided such invoice accurately and completely represents the work and amounts owing therein and is otherwise presented in accordance with this Purchase Order, unless CRDA disputes the invoice.
- 2.6 Contractor's/Vendor's acceptance of final payment by the CRDA hereunder shall constitute a release of all claims by the Contractor/Vendor not identified to date against the CRDA related to the performance of Services/delivery of Goods or payment therefore. All Services and Goods shall be subject to CRDA's inspection before acceptance, and payment for Services/Goods shall not constitute a waiver of CRDA's rights hereunder, at law or in equity.
- 3.0 Independent Contractor** Contractor/Vendor is an independent contractor and is not an officer, agent or employee of CRDA. Contractor/Vendor is not entitled to benefits of any kind to which CRDA employees are entitled, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits.
- 4.0 Assignment and Subcontracting** Neither the performance of services or delivery of goods under this Purchase Order, nor any part hereof, may be assigned by Contractor/Vendor without the prior written consent of the CRDA. Contractor/Vendor shall not subcontract any services hereunder without the prior written approval of the CRDA. All subcontracted services, once approved, if any, shall be billed by Contractor to the CRDA at direct cost with no additional fees or markup.
- 5.0 Certain Representations and Warranties**
- 5.1 Contractor/Vendor represents and warrants, on behalf of itself and its employees, contractors, and sub-contractors that:
- (a) the Services shall be performed in a good, professional and workmanlike manner in accordance with the standards of care and diligence normally practiced in the industry;
 - (b) the Services and Contractor's/Vendor's performance thereof shall comply with any and all applicable laws, ordinances, rules and regulations of any and all governmental agencies, including CRDA, having jurisdiction to impose such requirements;
 - (c) it and they have the legal authority to enter into this Purchase Order and to perform the Services or deliver the Goods; and
 - (d) (i) execution of this Purchase Order and performance of Services or delivery of Goods will not violate any obligation to or rights of others, and (ii) it knows of no written or oral agreement or of any other impediment which would inhibit or prohibit the relationship with CRDA provided for herein.
- 5.2 CRDA represents and warrants that it has the authority to enter into and will reasonably cooperate with Contractor/Vendor in accordance with the terms and conditions of this Purchase Order.
- 6.0 Compliance with Applicable Law** The CRDA and Contractor/Vendor acknowledge and agree that Contractor/Vendor is responsible for assuring that it and its employees comply with all applicable federal, state, and local laws, statutes, regulations, ordinances and other regulatory requirements in its performance of Services hereunder, including, without limitation, the New Jersey Law Against Discrimination, N.J.S.A. 10:2-1 et seq., and N.J.S.A. 10:5-1 et seq., the Affirmative Action Rules promulgated thereunder, N.J.A.C. 17:27-1.1, et seq. and the Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (such legal requirements incorporated herein by this reference, as if set forth in full).
- 7.0 Conflicts of Interest**
- 7.1 Contractor/Vendor represents that Contractor/Vendor has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of Services or deliver of Goods under this Purchase Order and that no person having any such interest shall be subcontracted in connection with this Purchase Order, or employed by Contractor/Vendor. Contractor/Vendor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the CRDA prior to entering into, and during the term of, this Purchase Order any and all circumstances existing at such time which pose a potential conflict of interest.
- 7.2 Contractor/Vendor warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of CRDA any cash or non-cash gratuity or payment with view toward securing any business from CRDA or influencing such person with respect to the conditions, or performance of any services with or orders from CRDA, including without limitation this Purchase Order. Any breach of this warranty shall be a material breach of each and every Purchase Order between CRDA and Contractor/Vendor.
- 7.3 Should a conflict of interest issue arise, Contractor/Vendor agrees to fully cooperate in any inquiry and to provide CRDA or its designee with all documents or other information reasonably necessary to enable CRDA or its designee to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Purchase Order, in addition to whatever other remedies the CRDA may have.
- 8.0 Change of Legal Entity or Change of Identity** If any change occurs in the legal entity of the Contractor's/Vendor's organization, the Contractor/Vendor shall immediately report such change to the CRDA. The CRDA shall then have the right to terminate or cancel this Purchase Order, take the Work Product or Good and pay in accordance herewith.
- 9. Indemnification** Contractor will indemnify, defend and hold the CRDA, and its officers, employees and members (collectively, the "Indemnitee") harmless from and against any and all allegations, causes of action and claims (whether threatened or pending), costs, expenses and fees (including attorneys' fees), awards, damages, judgments, liabilities (in law or in equity) and losses (collectively, the "Losses") arising out of or relating to Contractor's act, failure to act, or omission in its performance of Services hereunder.
- 10. Certification Regarding Debarment**
- 10.1 By accepting this Agreement (Purchase Order), the Contractor certifies that:
- (a) The Contractor/Vendor and any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Purchase Orders by any public agency, and
 - (b) Have not, within a five-year period preceding this Purchase Order, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government agreement or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.
- 11. Governing Law and Severability** The validity, interpretation and performance of this Purchase Order shall be determined according to the laws of the State of New Jersey. Whenever possible, each provision of this Purchase Order and its Terms and Conditions shall be interpreted in such a manner as to be effective and valid. However, if any provision of this Purchase Order shall be held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Purchase Order of these Terms and Conditions.
- 12. Waiver** Provisions of this Purchase Order may be waived by CRDA only by a written statement expressing that it is intended as a waiver of specified provisions of these Terms and Conditions.. The CRDA's approval, acceptance, use or payment for any part of the Contractor's services shall not in any way alter the Contractor's obligations, or waive any of the CRDA's rights, under this Agreement.