

# PREFERRED VENDOR AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Vendor Information:

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Purchaser Information:

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Agreement Details:

Effective Upon Execution By Both Parties.

### Section 1 – Appointment and Acceptance

Vendor is hereby appointed as a Preferred Vendor for Purchaser to provide goods and/or services described herein.

Vendor accepts this appointment and agrees to provide such goods and/or services in accordance with the terms of this Agreement.

### Section 2 – Term

This Agreement shall commence upon execution by both parties and shall continue until terminated by either party as provided herein.

### Section 3 – Vendor Obligations

Vendor shall perform all services and provide all goods in a professional, timely, and workmanlike manner, consistent with industry standards and applicable laws. Vendor agrees to comply with all applicable federal, state, and local laws and regulations.

### Section 4 – Purchaser Obligations

Purchaser agrees to provide Vendor with necessary information and cooperation to facilitate Vendor's performance under this Agreement and to make timely payments as agreed.

### Section 5 – Pricing and Payment Terms

Pricing for goods and services shall be as set forth in individual purchase orders or as otherwise agreed in writing.

Payment terms shall be net thirty (30) days from the date of invoice unless otherwise specified.

### Section 6 – Confidentiality

Each party agrees to maintain the confidentiality of all proprietary or confidential information disclosed by the other party and to use such information solely for purposes of fulfilling obligations under this Agreement.

### Section 7 – Intellectual Property

All intellectual property developed or provided by Vendor in connection with this Agreement shall remain the sole property of Vendor unless otherwise agreed in writing.

#### **Section 8 – Warranties and Representations**

Vendor represents and warrants that all goods and services supplied hereunder shall conform to the specifications and shall be free from defects in materials and workmanship for a period of ninety (90) days after delivery or performance.

#### **Section 9 – Indemnification**

Vendor shall indemnify, defend, and hold Purchaser harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or related to Vendor's performance or breach of this Agreement.

#### **Section 10 – Limitation of Liability**

Except for liability arising from willful misconduct or gross negligence, neither party shall be liable for indirect, incidental, special, or consequential damages arising from this Agreement.

#### **Section 11 – Insurance**

Vendor shall maintain appropriate insurance coverage, including general liability and workers' compensation insurance, and provide certificates of insurance upon request.

#### **Section 12 – Compliance with Laws**

Vendor agrees to comply with all applicable laws, statutes, regulations, and ordinances in the performance of this Agreement.

#### **Section 13 – Termination**

Either party may terminate this Agreement upon thirty (30) days prior written notice. Purchaser may terminate immediately for cause if Vendor breaches any material term of this Agreement.

#### **Section 14 – Relationship of Parties**

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

#### **Section 15 – Force Majeure**

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions.

#### **Section 16 – Notices**

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or by nationally recognized overnight courier to the designated addresses of the parties.

#### **Section 17 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflict of law principles. The parties agree that exclusive venue for any disputes arising hereunder shall be in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **Section 18 – Entire Agreement**

This Agreement, including all schedules and exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

#### **Section 19 – Amendments**

No modification or amendment to this Agreement shall be effective unless in writing and signed by authorized

representatives of both parties.

**Section 20 – Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Section 21 – Waiver**

Failure or delay by either party to enforce any right or provision shall not constitute a waiver of such right or provision.

**Section 22 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be signed electronically.

**Section 23 – Vendor Certifications**

Vendor certifies that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction and has full power and authority to enter into this Agreement.

**Section 24 – Non-Discrimination**

Vendor agrees to comply with all applicable equal opportunity and non-discrimination laws.

**Section 25 – Audit Rights**

Purchaser shall have the right to audit Vendor's records related to performance under this Agreement upon reasonable prior notice.

**VENDOR SIGNATURE**

**PURCHASER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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