

Sacramento City Unified School District
Terms and Conditions for Purchase Order

17. **VENDOR'S INSURANCE:** Insurance during shipping (F.O.B. Destination) is included in the Contract Price.

18. **INDEMNIFICATION:** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, and volunteers ("Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions ("Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from performance of the PO unless Claims are caused wholly by the sole negligence or willful misconduct of Indemnified Parties. District may reject any legal representation that Vendor proposes to defend District.

19. **TERMINATION:** District may terminate all or any portion of the PO immediately upon District's written notice to Vendor. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination.

20. **DISPUTES:** In the event of a dispute between the Parties as to provision of the Products, the interpretation of this Contract, or payment or nonpayment, the Parties shall attempt to resolve the dispute in good faith. Disputes may be determined by mediation, if mutually agreeable, otherwise by litigation. If a claim, or any portion thereof, remains in dispute, Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Vendor's right to bring a civil action against District. Pending resolution of the dispute, Vendor agrees it will neither rescind the PO nor stop performance.

21. **GOVERNING LAW:** The PO shall be governed by and construed in accordance with California laws with venue in District's County.

22. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Every provision required by law to be in the PO shall be deemed to be inserted and the PO shall be read and enforced as though included.

23. **BINDING CONTRACT:** The PO shall be binding upon the Parties and their successors and assigns, and inure to the benefit of the Parties, successors and assigns.

24. **DISTRICT WAIVER:** District's waiver of any term or of a breach of any term shall not constitute waiver of any other term or a breach of any other term.

25. **INVALID TERM:** If a Court determined any Contract term to be illegal, invalid or unenforceable (illegal), the legality of the remaining terms shall not be affected, and the illegal term will not be part of the PO.

26. **ENTIRE CONTRACT:** This PO and the documents expressly incorporated herein set forth the entire contract between the Parties and supersedes all prior agreements or understandings