## Vendor Agreement 1

#### VENDOR AGREEMENT

VENDOR AGREEMENT FOR PRODUCTS AND/OR SERVICES FOR Willow Tree Pruning This Agreement is made and entered into as of the day of , 20 and between the City of Foster City hereinafter called "CITY" and called "VENDOR". RECITALS This Agreement is entered into with reference to the following facts and circumstances: A. That CITY desires to engage VENDOR to provide a product and/or services to the CITY; B. That VENDOR is qualified to provide the product and/or services to the CITY and; C. That the CITY has elected to engage VENDOR upon the terms and conditions as hereinafter set forth. 1. A. Services. The services to be performed by VENDOR under this Agreement are set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein. Performance of the work specified in said Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties. Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A. B. Product. The product to be supplied by VENDOR under this Agreement is set forth in Exhibit A which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein. Timely delivery of the product specified in said Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties. 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon the date enumerated in 2 Updated 12/9/2020 Exhibit A, delivery of the product or completion of performance of services hereunder by VENDOR, whichever date shall first occur. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. CITY shall compensate VENDOR for any product delivered and/or for services rendered, and reimburse VENDOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder. 3. Compensation; Expenses; Payment. CITY shall compensate VENDOR for all products supplied or services performed by VENDOR hereunder as shown in Exhibit B attached hereto and by this reference incorporated herein. Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum (\$ ). Invoices for amounts in (\$ ) shall not be paid unless additional excess of amounts have been approved in advance of supplying the product, performing the services

or incurring the costs and expenses by CITY's City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed. Compensation and reimbursement of costs and expenses hereunder shall be payable upon VENDOR meeting contract milestones as defined in Exhibit B. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. 4. Additional Services. In the event CITY desires the delivery of additional products or performance of additional services not otherwise included within Exhibit A, such products or services shall be authorized in advance by CITY's City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the product to be delivered or services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate. Except to the extent modified by written. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf. **CITY OF FOSTER CITY Dated:** 

, City Manager (for contracts less than \$50,000) [REMOVE	
signature line if \$50,000 or more] Dated:	Sanjay
Gehani, Mayor (for contracts \$50,000 or more) [REMOVE si	ignature line if less than
\$50,000] ATTEST: Dated:	Priscilla Schaus, City
Clerk APPROVED AS TO FORM Dated: Jean B. Savaree, C	City Attorney VENDOR
Dated: Type Name & Title of VENDOR Authorized to	



#### **VENDOR AGREEMENT**

This Agreement, effective [Date], is entered into between AlphaTech Solutions ("Vendor") and BrightWave Inc. ("Client").

- 1. Scope of Work
  - Vendor will supply IT hardware (laptops and servers) to Client.
- 2. Payment Terms
  - Payment due 30 days from invoice date. Late payments incur 2% monthly interest.
- 3. Delivery
  - Products must be delivered within 10 business days of order placement.
- 4. Warranty
  - Vendor provides a 12-month warranty on all equipment.
- 5. Termination
  - Either party may terminate with 60 days' written notice.



## Vendor Agreement 3

#### **SUPPLY AGREEMENT**

This Vendor Agreement is made on [Date] by and between GreenFoods Co. ("Vendor") and CityHospital Group ("Purchaser").

1. Products

Vendor shall deliver organic produce weekly.

2. Pricing

Prices fixed for 12 months unless otherwise agreed in writing.

3. Payment

Invoices payable within 15 days of delivery.

4. Quality Assurance

All produce must meet USDA organic certification standards.

5. Termination

Contract terminates automatically if Vendor fails to supply for 3 consecutive weeks.



## Vendor Agreement 4

#### VENDOR CONTRACT

This Agreement is entered into between UrbanStyle Apparel and RetailHub Stores.

1. Scope

Vendor agrees to supply clothing merchandise to RetailHub.

2. Payment

Client will remit payment within 45 days of invoice receipt.

3. Returns

Defective items may be returned within 30 days at Vendor's cost.

4. Exclusivity

Vendor grants RetailHub exclusive rights to sell its spring collection.

5. Termination

Either party may terminate with 90 days' written notice.



# **Vendor Agreement 5**

This Agreement, effective as of [Date], is made between GlobalMed Supplies Ltd. ("Supplier") and HealthcareOne Systems ("Buyer").

1. Products

Supplier will provide medical equipment and consumables.

2. Delivery

Standard delivery time: 7 business days.

3. Payment

Invoices due within 20 days of receipt.

4. Compliance

Supplier guarantees compliance with FDA regulations.

5. Termination

Buyer may terminate for non-compliance or quality failures with immediate effect.



## **Vendor Agreement 6**

#### VENDOR AGREEMENT

Parties: BrightEvents Rentals ("Vendor") and Skyline Entertainment ("Client").

1. Services

Vendor will provide event furniture and lighting equipment.

2. Payment Terms

50% deposit upon booking, remainder due within 5 days after event completion.

3. Delivery & Setup

Vendor responsible for on-site delivery, setup, and dismantling.

4. Insurance

Vendor must carry liability insurance of \$1M minimum coverage.

5. Termination

Client may terminate with 14 days' notice; deposits are non-refundable.



## **Vendor Agreement 7**

### **SUPPLY CONTRACT**

This Contract is entered into by EcoPaper Mills ("Vendor") and OfficeWorld Ltd. ("Client").

### 1. Scope

Vendor to supply recycled paper products on a monthly basis.

### 2. Pricing & Payment

Unit price fixed for 6 months. Payments due net 30 days.

### 3. Delivery

Orders fulfilled within 5 business days.

### 4. Sustainability

Vendor guarantees use of 100% recycled materials.

### 5. Termination

Either party may terminate with 30 days' written notice.