

# Vendor Contract

A stylized illustration of a document with a pencil and a cursor. The document is white with a black outline and contains three horizontal lines representing text. A pencil is positioned diagonally across the top right of the document. A mouse cursor arrow points towards the bottom left of the document. There are several small black plus signs and two stylized eyes floating around the document, suggesting a focus or attention on the content.

Ditch the PDF back and forth! Send your contract with Contractbook to **stay on top** of renewals, deadlines, and obligations with automatic reminders, tasks, and more.

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# Send

Set the signature

J

Jake Oleander

You

SMS Verification

 Draw a signature

T

Tom Inland

SMS Verification

 MitID Substans

R

Rebecca Bell

SMS Verification

 Sign with a click

 Bar

Send for signatures

[\[\(state\)\]](#)

WHEREAS, [\[vendor.companyname\]](#) (“**Vendor**”) is in the business of providing the following product and services (“**Products and Services**”):

1. [\[product or services 1\]](#)
2. [\[product or services 2\]](#)
3. [\[product or services 3\]](#)

WHEREAS, [\[client.companyname or client.first name client.lastname\]](#) (“**Client**”) desires to engage the Vendor as an independent contractor to provide certain of the Product and Services

WHEREAS, the Vendor and the Client enter into this Agreement for the purpose of formalizing their arrangement for the provision of selected Product and Services by the Vendor to the Client on an independent contractor basis (“**Agreement**”).

IN CONSIDERATION of the mutual covenants and promises, the Client and the Vendor (individually, each a “**Party**” and collectively, the “**Parties**”) covenant and agree as follows.

## 1. ENGAGEMENT AND PAYMENT

1.1 The Client hereby engages the Vendor to supply the following Products and Services:

1. [\[product or services 1\]](#)
2. [\[product or services 2\]](#)
3. [\[product or services 3\]](#)

1.2 The Client has agreed to pay a total consideration of [\[\\$price\]](#) (“**Purchase Price**”) for the Products and Services subject to the following terms and conditions:

1. [\[condition 1\]](#)

2. [\[condition 2\]](#)

3. [\[condition 3\]](#)

1.3 The Purchase Price shall be payable on the following terms ("Payment Terms"):

1. [\[payment 1 on delivery of \[item 1\]\]](#)

2. [\[payment 2 on delivery of \[item 2\]\]](#)

3. [\[payment 3 on delivery of \[item 3\]\]](#)

1.4 The Parties agree that although part or all of the Products and Services may be in the possession of the Client, all property in and title to the Products and Services shall at all times remain vested in the Vendor until such time that the Vendor is paid in full for the Products and Services.

1.5 The Client shall be at liberty to make early payment of any amount due to the Vendor as it sees fit.

1.6 Any late payment shall carry a late payment charge at the rate of 1.5% per month on the overdue amount calculated on daily rest. The calculation of interest shall commence after a 5 day grace period from the first due date of the overdue payment.

## 2. DELIVERY

2.1 The Products and Services shall be delivered to the Client at [\[delivery.address\]](#) ("**Delivery Address**");

2.2 Delivery of the Products and Services to the Client shall be on [\[delivery.date\]](#) ("**Delivery Date**");

2.3 The Parties agree that the delivery and installation process shall be supervised by Client;

2.4 The Client shall provide proper site access and appropriate facilities and secure space for the Products and Services to be delivered.

2.5 The Parties agree that although the Vendor may not have been paid in full for the Products and Services, all risk therein shall pass to the Client when they are delivered to the Delivery Address.

2.6 The Client agrees to take whatever steps as are necessary to keep the Products and Services safe and in good condition while any amount of the Purchase Price for the Products and Services remains unpaid.

2.7 If installation work is required by the Vendor at the Delivery Address, the Client agrees to provide reasonable access to the premises and the necessary facilities and manpower to complete the installation.

### **3. SUBCONTRACTORS**

3.1 The Vendor shall at all times be at liberty to use the services as an independent subcontractor or other agent to perform any of the obligations of the Vendor.

3.2 The Vendor shall at all times be responsible for the quality of the work produced by the subcontractor and shall be responsible for any delays in the delivery of the Products and Services to the Client.

3.3 All Products and Services produced or created by the subcontractor must be certified by the Vendor and shall be subject to the warranties, undertakings and representation of the Vendor.

3.4 All payments to the subcontractor shall entirely be the responsibility of the Vendor and the subcontractor shall have no claims of any nature on the Client.

3.5 The Vendor shall ensure that the subcontractor shall not at any time be entitled to withhold delivery of any Products and Services for any reason and that the subcontractor shall have no claims on any of the Products and Services into which any component parts produced or created by the subcontractor have become incorporated.

## 4. WARRANTIES, UNDERTAKINGS AND REPRESENTATIONS

4.1 The Vendor warrants, undertakes and represents to the Client that: a) it has the necessary skills and resources to provide that the Products and Services to the Client; b) the Products and Services will be free from any third party rights and claims; c) on receiving payment in full of the Purchase Price, it will be able to pass clean title to the Client free of all liens, charges and any other encumbrances; and d) the Products and Services will comply with all relevant Federal laws and the laws of the State of [\[state\]](#). With the exception of the warranties, undertaking and representations stated in this Clause, the Vendor expressly excluded all warranties, undertaking and representations, express or implied, to the maximum extent allowed by Federal and State Law.

4.2 The Client warrants, undertakes and represents to the Vendor that: a) it has the financial resources to pay the Purchase Price to the Vendor according to the Payment Terms; b) it will do or refrain from doing anything that would that would impede the work of the Vendor at the Delivery Address; and c) it will all reasonable assistance requested by the Vendor to complete delivery of the Products and Services by the delivery date.

## 5. INSURANCE

As risk in the Products and Services passes to the Client on delivery, the Client shall arrange insurance policies in respect of any unpaid Products and Services in excess of [\[\\$minimum insured amount\]](#). A copy of each insurance note shall be provided to the Vendor within 5 days of each delivery. A failure by the Client to arrange the required insurance policies shall constitute a breach of condition and this Agreement. The Vendor may at its discretion treat any such breach as grounds for the termination of this Agreement.

## 6. INDEMNITY

The Client hereby agrees to indemnify and hold harmless and defend the Vendor, its directors, officers, agents and employees ("**Related Parties**") for, from and against a) any

loss or damage suffered by a Related Party or any third party as a result of the theft, destruction, misuse of the Products and Services or as a result of the negligence, willful misconduct or misrepresentation of the Client before the Products and Services have been fully paid for: b) any misuse, alteration or adaption of the Products and Services by the Client which causes any damage or loss to any third party; c) any failure of the Client to perform any of its obligations pursuant to this Agreement or to comply with any terms and conditions of this Agreement; and d) any inaccuracy in the information provided to the Vendor or of any warranties, undertakings or representations made by the Client in this Agreement.

## **7. LIMITATION OF LIABILITY**

The Vendor shall not be liable to the Client for any indirect, special, incidental, punitive, exemplary or consequential damages arising out of or resulting from this Agreement, including without limitation, lost profits or business opportunities, whether sustained by the Client or by a third party. In any event, the Vendor's liability to the Client pursuant to this Agreement or any other cause relating to the Products and Services shall not exceed the value of any payments actually received by the Vendor from the Client pursuant to the terms and conditions of the Agreement. If no payment has in fact been received by the Vendor from the Client, then the maximum liability of the Vendor to the Client shall be US\$1.00.

## **8. TERMINATION**

This Agreement may be terminated by the occurrence of any one or more of the following events:

8.1 The Parties having performed their respective duties and obligations to each other pursuant to the terms and conditions of this Agreement.

8.2 The Parties by mutual consent in writing agree to terminate this Agreement;

8.3 If either Party is adjudged insolvent or bankrupt or an involuntary petition is filed against a Party, or upon any assignment for the benefit of a Party's creditors, or upon the

appointment of a receiver, liquidator or trustee of any of a Party's assets, or upon the liquidation, dissolution or winding up of its business.

8.4 If either Party breaches any provision in this Agreement, and the breach is not rectified within [\[days\]](#) days after notice in writing to the breaching Party, then the Other Party may deliver a second notice in writing to the breaching Party immediately terminating this Agreement. For the purposes of this Agreement, events which may be construed as a breach shall include: a) failure by the Client to make a payment when due; b) failure of the Client to allow proper access to the Delivery Address to enable the Vendor to deliver the Products and Services; c) unless agreed by the Vendor, allowing any third parties access to the Products and Services before they have been fully paid-for; and d) failing to insure the Products and Services pending full payment of the Purchase Price.

8.5 In the event of a termination for breach of contract; i) the Vendor shall not be obliged to make further deliveries of the Products and Services: and ii) any amounts due to the Vendor pursuant to this Agreement shall become immediately payable and shall be paid by the Client to the Vendor not later than 7 days after the Vendor's notice of termination.

## **9. ENTIRE AGREEMENT**

This Agreement sets out the entire agreement and understanding between the Parties relating to the subject matter of this Agreement. There are no other conditions, promises, representations or undertakings between the Parties whether oral or written.

## **10. SEVERABILITY**

The Parties agree that if any provision of this Agreement becomes invalid or unenforceable for any reason: a) the offending provision shall be removed; and b) the remaining provisions of this Agreement shall be unaffected and continue to be valid and enforceable for all purposes.

## **11. AMENDMENT**

Any amendment to this Agreement must be mutually consented to by the Parties in writing.

## **12. WAIVERS**

A waiver of a breach of any term of this Agreement or of a default by any Party shall not constitute or be deemed to be a waiver of any other breach or default that may already have occurred, or which may occur. Unless consideration has been received, any such waiver shall not prevent the Party making the waiver from subsequently requiring compliance with the waived obligation or default.

## **13. DELAYS, INDULGENCES AND OMISSIONS**

A delay or indulgence or omission in exercising any right, power or remedy shall not be construed as a waiver.

## **14. NOTICES**

Any notice pursuant to this Agreement shall be in writing and may be sent by: (a) regular mail to the other Party at the address stated in this Agreement and shall be effective 2 days from the date of dispatch; or (b) if permitted in the jurisdiction, by email or other means of written/printed/displayed digital means of communication and such notice shall be deemed to be effective 24 hours after dispatch.

## **15. SUCCESSORS**

The provisions of this Agreement shall be binding on and inure for the benefit of the Parties and their respective successors and assigns and legal representatives.

## **16. COSTS**

The Parties agree that they shall each bear their own respective costs for the preparation and negotiation of this Agreement.

## **17. SALES TAX**

Any Sales Tax payable pursuant to this Agreement shall be for the account of the Client and shall be added to the amounts invoiced by the Agency.

## 18. FORCE MAJEURE

The Vendor shall not be liable to Client for any loss of damage that may arise out of a delay in the performance or non-performance of its obligations pursuant to the terms of this Agreement where the cause of the delay or non-performance is due to causes beyond the control of the Vendor, including pandemic, epidemic, tempest, storm, flood, fire, sabotage, riots, civil unrest, acts and policies of any Federal or State government and/or their Agencies, power grid failure and Acts of God.

## 19. APPLICABLE LAW

The interpretation of this Agreement or any part of it shall be governed by and construed in accordance with the laws of the State of [\[state\]](#) and shall be subject to the exclusive jurisdiction of the federal and state courts located in [\[county\]](#), [\[state\]](#).

The image displays a user interface for adding signatories to a contract. It features two identical 'Signee' form templates side-by-side, followed by a large 'Add Signee' button. Each 'Signee' form includes a title bar with a calendar icon and the word 'Signee'. Below the title, there are four input fields: 'On behalf of' (a dropdown menu), 'Representative title' (a text box), 'Representative name' (a text box), and 'Email' (a text box). At the bottom of each form is a box with a signature icon and the text 'Signature will appear here'. The 'Add Signee' button is a large light blue rectangle with a circular icon containing a plus sign at the top, the text 'Add Signee' in bold, and a smaller line of text below: 'Multiple signees can sign on behalf of the same party.'

**User Note:** To avoid any misunderstanding and unnecessary mistakes being made, the details of the project, particularly any technical aspects, should be described in as much detail. The Products and/or Services should be described in as much detail as possible to ensure that the Client receives the correct items.

All terms and conditions for the supply of the Products and the Services should be clearly stated in detail together with agreed delivery details.

Full back-end payments should be avoided as they can often lead to no-payment situations. By requiring upfront deposit and/or milestone payments as the deliveries progress, the Vendor will be assured of some payment for its Products and Services. Back-end payments can work where the Client is willing to pay the Purchase Consideration into an escrow account. The funds would be released to the Vendor as pre-agreed milestones are met. The Vendor will probably have to pay the escrow account fees, which can be high.

The User Note is intended for guidance only and does not in any way constitute legal advice and Users should treat it accordingly.

# Your report is ready

## Summary

Key Terms and Overview of Plant and Flowers Logistics Warehouse Lease

This commercial lease agreement is between Bredford Family & Friends (Landlord) and Plant and Flowers Logistics (Tenant) for a 5,000 square foot warehouse space located at 19141 Pine

[Read full summary](#)

## Key Data Fields

Every contract is built on data. [Learn more](#) →

Base Rent

Operating Cost

Security Deposit

Late Charge

Square Footage of Premises

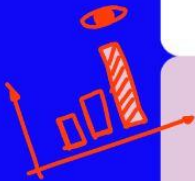


## Potential risks

Key Risks in Plant and Flowers Logistics Warehouse Lease

A potential risk is the environmental restrictions prohibiting storage or use of hazardous materials, which could impact Tenant's operations if they use any chemicals/pesticides. Another

[Read full report](#)



## Important dates in the contract

We've discovered these dates that might be relevant for you:

Commencement Date

March 1, 2018

**Manually reviewing contracts is tedious, error-prone, and (let's be honest) boring. Let us do the hard work for you.**

Our AI Insights tool scans, analyzes, and summarizes your contracts for risks, dangers, and important dates, enabling you to make better decisions.

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