

City of Waynesboro, Virginia

CONTRACT FORM ADDENDUM

AGENCY NAME: City of Waynesboro ("City")

CONTRACTOR NAME: _____ ("Contractor")

DATE: _____, 2022

The City and the Contractor are this day entering into a contract ("Agreement") and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, the provisions of the Virginia Public Procurement Act, as applicable, and the City's Required General Terms and Conditions are hereby incorporated as a part of the Agreement.

The Contractor represents and warrants that it is a _____ authorized and licensed to do the business provided for in this Agreement in Virginia.

Because certain standard clauses that may appear in the Agreement cannot be accepted by the City, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the Agreement, none of the following provisions in the Agreement shall have any effect or be enforceable against the City.

1. Requiring the City to maintain any type of insurance either for the City's benefit or for the Contractor's benefit.
2. Renewing or extending the Agreement beyond the initial term or automatically continuing the contract period from term to term.
3. Requiring or stating that the terms of the attached Agreement shall prevail over the terms of this Addendum or the City's Required Terms and Conditions in the event of conflict.
4. Requiring the City to indemnify or to hold harmless the Contractor for any act or omission.
5. Imposing interest charges contrary to that specified by the Va. Code § 6.2-302.
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the Agreement or requiring or permitting that any dispute under the Agreement be resolved in any courts other than the state courts located in Waynesboro, Virginia, or the federal court located in Harrisonburg, Virginia.
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the City if the Agreement is terminated before its initial term.
8. Requiring that the agreement be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the City before the Agreement is considered in effect.
9. Delaying the acceptance of this Agreement or its effective date beyond the date of execution.
10. Limiting or adding the time period within which claims can be made or actions can be brought.
11. Limiting the liability of Contractor for the property damage or personal injury.

- 12. Permitting unilateral modification of this Agreement.
- 13. Binding the City to any arbitration or to the decision of any arbitration board, commission, panel, or other entity.
- 14. Obligating the City to pay costs of collections or attorney's fees.
- 15. Granting Contractor a security interest in the property of the City.
- 16. Bestowing any right or incurring any obligation that is beyond the duty granted authority of the undersigned agency representative to bestow or incur on behalf of the City.

Further, notwithstanding anything in the Agreement to the contrary, the parties agree to amend certain provisions of the Agreement as follows:

1. The payments to be made by the City for all goods, services, and other deliverables under the entire Term, including the original Term and all subsequent renewal Terms of this Agreement shall not exceed the department's authorized limit. Payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to the requesting City department.

2. The total cumulative liability of the City, it's officers, employees, and agents in connection with this Agreement or in connection with any goods, services, actions, or omissions relating to this Agreement, shall not under any circumstances exceed payment of the above maximum purchase price, plus interest as applicable.

3. The Contractor acts and will act as an independent contractor, and not as an agent or employee of the city. This Agreement, consisting of this Addendum and Agreement, is a waiver, change, and modification of Contractor's form General Terms & Conditions, and constitutes the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This Agreement is subject to appropriations by the Waynesboro City Council.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending thereby to be legally bound.

CITY OF WAYNESBORO

CONTRACTOR

City Manager _____ By _____

Date _____ Date _____