

AGREEMENT BETWEEN

SUFFOLK REGIONAL OFF-TRACK BETTING CORP.

AND

NAME OF PROSPECTIVE VENDOR



FOR:

WASTE & RECYCLING DISPOSAL SERVICES

PROCUREMENT NUMBER: OTB-FAC-WRDS0626

PRC# 2026900756

This agreement made this ____day of _____,20__, by and between Suffolk Regional Off-Track Betting, having its principal office and place of business at 1180 Veterans Memorial Highway, Hauppauge, NY 11788 ("SROTB") and **XX NAME OF CORPORATION**, Inc., with its offices located at **XX OFFICE LOCATION** ("Contractor").

Witnesseth, that SROTB and Contractor, for the consideration named, agree as follows:

ARTICLE 1. Scope of Services

Contractor shall provide those goods and services set forth in the Scope of Work in the **XX NAME OF CONTRACT IFB Package** (Procurement # **OTB-FAC-WRDS0626**). Said IFB Package is made a part of this agreement as if fully set forth herein.

ARTICLE 2. Acceptance and Payment

Contractor shall provide monthly invoices to SROTB detailing the cost of the goods and services provided. The cost of the goods and services must be in accordance with the rates provided in Contractor's IFB submission for (Procurement # **OTB-FAC-WRDS0626**).

Payment shall be due within 30 days of SROTB's receipt of the invoice OR ACCORDING TO PAYMENT SCHEDULE TO BE NEGOTIATED.

ARTICLE 3. Permits and Licenses

The Contractor shall procure, pay for, and maintain all permits and licenses necessary for the services to be rendered hereunder. Contractor is responsible for compliance with all applicable federal, state, and local laws.

ARTICLE 4. Materials

All materials being provided hereunder shall be new unless otherwise specified.

ARTICLE 5. Term

The contract term shall be for a period of one (01) year commencing upon contract award (currently **TBD**). Contract may be extended for three (03) additional one (01) year periods at the same terms and conditions and by mutual consent of both parties.

ARTICLE 6. Guarantee of Work

All work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship.

If, within the guarantee period, repairs or changes are required in connection with the guaranteed work, which, in the opinion of SROTB, are rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of this agreement, Contractor shall promptly, upon receipt of notice from, and without cost or expense to SROTB:

- a. Place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein; and

- b. Make good all damage to the item which, in the opinion of SROTB, is the result of the use by Contractor of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the agreement; and
- c. Make good any work, equipment, or product disturbed or damaged in fulfilling any such guarantee.

If Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, SROTB may have the defects corrected and Contractor shall be liable for all costs and expenses incurred by SROTB.

ARTICLE 7. Assignment

In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in the agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of SROTB. This agreement shall bind the successor, assigns and representatives of the parties hereto.

ARTICLE 8. Required Provisions of Law

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- a. Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and providing equal opportunity.
- b. Affirmative action as required by the Labor Law.
- c. Prevention of dust hazard required by Labor Law section 222-a.
- d. Preference in employment of persons required by Labor Law section 222.
- e. Eight-hour workday as required by Labor Law section 220(2).
- f. Article 8 and Article 9 of the Labor Law, particularly as they pertain to “prevailing wages”, as may be applicable.

ARTICLE 9. Insurance and Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel reasonably acceptable to SROTB), and hold harmless the SROTB and its officers, board members, agents, employees, representatives, and consultants (collectively, the “Indemnified Parties”) from and against any and all claims, demands, causes of action, suits, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses of every kind and nature whatsoever (collectively, “Claims”), including, without limitation, reasonable attorneys’ fees, litigation expenses, expert fees, court costs, and costs of investigation, arising out of, relating to, or resulting from the performance of the Work or Contractor’s obligations under this Contract.

This indemnification obligation includes, without limitation, Claims for bodily injury, sickness, disease, death, personal injury, property damage, loss of use, economic loss, or violation of any

statute, ordinance, regulation, rule, or order, to the extent caused in whole or in part by any actual or alleged negligent act, error, omission, recklessness, or willful misconduct of Contractor, its subcontractors, sub-subcontractors, agents, employees, suppliers, or anyone directly or indirectly employed by any of them or for whose acts they may be liable.

Such obligation shall apply regardless of whether a Claim is caused in part by an Indemnified Party; however, Contractor shall not be required to indemnify an Indemnified Party to the extent a Claim is finally determined by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of that Indemnified Party.

Contractor's duty to defend shall arise immediately upon written notice of a Claim and is independent of and in addition to Contractor's duty to indemnify. If Contractor fails to assume the defense within ten (10) days of written notice, SROTB may defend the Claim and Contractor shall reimburse all defense costs incurred.

The obligations under this Section shall not be limited by the availability or limits of insurance maintained by Contractor and shall survive termination or expiration of this Contract.

ARTICLE 10. Default and Remedies.

If Contractor fails to perform the services as required by this Agreement or otherwise defaults under this Agreement, SROTB, may, in its sole discretion and in addition to any other rights at law or in equity, (1) send notice of the default to Contractor and demand strict performance of the terms of this Agreement; (2) terminate this Agreement by notice to Contractor; or (3) cure the default, without notice to Contractor, and deduct the cost to cure and any direct and consequential damages from any payment due to Contractor at the time of default or coming due thereafter; provided, if no further payments are due to Contractor, then Contractor shall, immediately on presentation of the invoice, reimburse SROTB for the cost of curing Contractor's default and such direct or consequential damages.

ARTICLE 11. Venue and Choice of Law

The exclusive venue of any action at law or in equity arising out of this contract, shall be the state courts in Suffolk County, or the US District Court for the Eastern District of New York (Central Islip). Any such action will be governed by the laws of the State of New York.

ARTICLE 12. Authority for Execution on Behalf of SROTB

The officer and/or employee whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of SROTB. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of SROTB.

ARTICLE 13. Notices

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

SROTB: SROTB
ACCOUNTS PAYABLE DEPARTMENT
1180 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, NY 11788

hboynton@srotbgaming.com

VENDOR : **XX VENDOR ADDRESS**

ARTICLE 14. Waiver

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include same.

ARTICLE 15. Reducing the Scope of Services

SROTB reserves the right to limit the scope of Contractor's services upon the emergence of unforeseen circumstances.

ARTICLE 16. Modification

This agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

must participate in the trades of work it employs, and (ii) consider the commitment of contractors to work with the minority and women-owned business enterprises to article fifteen-A of the Executive Law through joint ventures of subcontractor relationships and demonstrate that the apprenticeship program has made significant efforts to attract and retain minority apprentices, as determined by affirmative action goals.

SIGNATURE PAGE TO FOLLOW

Suffolk Regional Off-Track Betting

XX CORPORATION NAME

Name:

Title:

Name:

Title

STATE OF NEW YORK)

)SS:

COUNTY OF SUFFOLK)

On this _____ day of _____, 202_, before me personally came _____, to me known, who being by me sworn, did depose and say that that he/she is the _____, of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the authority of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like authority.

NOTARY PUBLIC

STATE OF NEW YORK)

)SS:

COUNTY OF SUFFOLK)

On this _____ day of _____, 202_, before me personally came _____, to me known, who being by me sworn, did depose and say that that he/she is the _____, of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the authority of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like authority.

NOTARY PUBLIC