

OZARK FIRE PROTECTION DISTRICT
STANDARD TERMS AND CONDITIONS--PURCHASE OF SERVICES

The Contractor and the Ozark Fire Protection District hereby agree to the following additional terms:

1. **Conflict of Interest:** No salaried officer or employee or volunteer of the District, and no member of the Board of Directors shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in RSMo. Chapter 105 shall not be violated.
2. **General Independent Contractor Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the contractor will be an independent contractor and not the District's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The contractor will retain sole and absolute discretion in the judgement of the manner and means of carrying out the contractor's activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the contractor and the District, and the District will not be liable for any obligation incurred by the contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
3. **Contractor's Responsibility for Subcontractors:** It is further agreed that Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the District may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the District or between any subcontractors.
4. **Nondiscrimination:** The Contractor agrees in the performance of this contract that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin or ancestry, religion, handicap, or political opinion or affiliation, and further agrees that it will include a similar provision in any subcontracts let or awarded hereunder.
5. **Liability of the District:** In no event shall the District be liable to the Contractor for special, indirect, or consequential damages, except those caused by the District's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the District shall be limited to the amount of money to be paid or received by the District under this contract.
6. **Liability and Indemnify:**
 - a. In no event shall the District be liable to the Contractor for special, indirect, or consequential damages, except those caused by the District's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the District shall be limited to the amount of money to be paid or received by the District under this contract.
 - b. The Contractor shall defend, indemnify and save harmless the District, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the District, its officials, agents and employees.
 - c. The Contractor shall indemnify and hold the District harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
 - d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against District, its elected or appointed officials, agents and employees, for which indemnification is sought.
 - e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the District, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
 - f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of Contractor under this agreement.
7. **Interpretation of Contract:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.
8. **Assignment:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the District thereto. Provided, however, that claims for money due or to become due to the Contractor from the District under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the District. Any such assignment is expressly subject to all rights and remedies of the District under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the District to give any notice to any such assignee of any actions which the District may take under this agreement, though District will attempt to so notify any such assignee.