



SERVICES CONTRACT ("SERVICES CONTRACT") BETWEEN COMMUNITY GOVERNMENT ASSOCIATION ("CGA") AND _____ ("SERVICE PROVIDER")

Terms: For valuable consideration and intending to be legally bound, the parties agree as follows:

1. Service Provider will provide the following services ("Services"): _____

_____.

2. Required date(s) for performance of Services: _____.

3. Payment Terms: _____
_____.

4. Parties' Relationship: Service Provider is an independent contractor.

5. General Terms: The general terms appended to this Services Contract are incorporated by reference as part of this Services Contract. Service Provider has read and understood those terms.

6. CGA Approval Required: There is no binding Services Contract until this form has been approved and signed by an authorized representative of CGA.

7. Miscellaneous/Special Terms (attach separate sheet with signatures if needed): _____

_____.

Authorized Signature of Service Provider:

_____ Date: _____

Position: _____

Address: _____

Approved by CGA on this ____ day of _____, _____

Authorized CGA agent signature: _____

Position: _____

GENERAL TERMS - CGA SERVICES CONTRACT

CGA is a separate and independent entity from Commonwealth University of Pennsylvania (Bloomsburg location) which is not a party to the Services Contract.

Service Provider represents that Service Provider has all licenses and permits necessary to carry on Service Provider's business and that Service Provider has the authority to enter into the Services Contract. Service Provider has the staff, equipment and expertise necessary to provide the Services under the Services Contract in a timely manner. The dates and times for performance of the Services are of the essence.

Pennsylvania law governs the Services Contract.

Service Provider may not delegate its obligations or assign performance/services under the Services Contract without the prior written consent of CGA.

The signatory to the Services Contract has authority to sign on behalf of Service Provider and to enter into legally binding agreements on behalf of Service Provider.

There are no promises or representations by CGA that are not set forth in writing in the Services Contract.

Final payment is conditioned upon Service Provider completing performance/services to CGA's reasonable satisfaction in a timely manner.

Before providing Services, Service Provider shall provide such certificates of insurance as CGA may request, showing that Service Provider has required workers' compensation and that Service Provider has commercial liability insurance with limits of no less than \$1,000,000/\$3,000,000 per person/per occurrence for personal injury and \$500,000 for property damage. Any modification of this requirement must be set forth in the Services Contract. CGA may waive insurance requirements on a case by case basis, based on its determination of the necessity for insurance.

Service Provider will furnish Service Provider's taxpayer identification number on a W-9 form before the commencement of performance of services.

No purported verbal modification of the Services Contract is enforceable. All changes must be in writing and signed and approved by an authorized representative of CGA.

The performance of the Agreement by either party shall be subject to force majeure, which shall be defined so as to include, but not be limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or federal, state and/or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the event or to fully perform the terms of the Agreement. In such case, the Agreement may be cancelled by either party, without liability, damages, fees or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

Indemnification: Service Provider shall indemnify and hold CGA, its agents, employees and representatives harmless and free from all liability for any injury, damages, claims, costs and expenses which may arise or which may be incurred by CGA as a result of, or from the performance of, the Services by Service Provider, its agents, representatives, employees and all others acting on its behalf. Service Provider will be responsible for all costs and attorney fees incurred by CGA in any action against CGA arising from a claim for which CGA is entitled to indemnification and in any action by CGA against Service Provider in which CGA recovers damages by reason of Service Provider's breach of this indemnification covenant.

Signature of Authorized Service Provider Representative:

Date: _____



CGA CONTRACTING REQUIREMENTS

Effective Immediately

1. Only authorized CGA representatives may sign contracts on behalf of CGA. Each of the following officers of CGA are expressly authorized: President, Vice-President and Secretary. In addition, individuals who receive express written authorization from CGA may sign contracts on behalf of CGA using CGA's standard Services Contract form and General Terms, when the obligation incurred by CGA is not in excess of \$5,000 total.
2. Any contract that purports to obligate CGA for an amount in excess of \$5,000 **must be** submitted to the CGA office for approval. It is not acceptable to attempt to structure a single contractual obligation into two or more separate contracts in order to subvert this requirement. Individuals found doing that will lose further authorization.
3. Any proposed contract that is not in the CGA form with standard General Terms must be referred to the CGA authorized officers for review and signature. No other individuals (whether having general written authorization) shall have authority to sign any contract purporting to obligate CGA.
4. No authorized CGA representative shall sign any contract in which Commonwealth University of Pennsylvania (Bloomsburg location) is identified as a party. Commonwealth University of Pennsylvania (Bloomsburg location) is a separate legal entity. CGA has no authority to obligate Commonwealth University of Pennsylvania (Bloomsburg location). The appropriate party for CGA contracts is Community Government Association or Community Government Association of Bloomsburg University, Inc..
5. **CGA must be provided with a proposed contract with sufficient time to review and act upon it.** If it is the standard CGA Services Contract and General Terms normally 2 weeks will be sufficient. However, if it is a non-standard form or deviation of the General Terms, **30 days is required**, as CGA may seek legal review. (additional fees may apply)
6. CGA reserves the absolute right not to honor any purported contract that has been executed in violation of these CGA Contracting Requirements.