SERVICE AGREEMENT
BETWEEN THE SEMINOLE TRIBE OF FLORIDA
AND
_____

THIS SERVICE AGREEMENT ("Agreement") is made, entered into and effective as of the date of the last signature of this Agreement ("Effective Date") by and between the SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe under 25 U.S.C. §5123 ("TRIBE") and _____, a _____ ("CONTRACTOR").

Identification information

TRIBE:
SEMINOLE TRIBE OF FLORIDA, A
FEDERALLY RECOGNIZED INDIAN TRIBE
UNDER 25 U.S.C.§5123

CONTRACTOR:

TRIBE ADDRESS:
6300 STIRLING ROAD
HOLLYWOOD, FLORIDA 33024

CONTRACTOR ADDRESS:

TRIBE REPRESENTATIVE:
_____
DIRECTOR OF _____
SEMINOLE TRIBE OF FLORIDA
5700 GRIFFIN ROAD
DAVIE, FLORIDA 33314
PHONE: (954) 894-1060
E-MAIL:

CONTRACTOR REPRESENTATIVE:

PROJECT DESCRIPTION:

PROJECT LOCATION:

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RECITALS

A. CONTRACTOR is a _____ firm specializing in _____ services with the professional and technical capabilities necessary to achieve the objectives set forth by the _____ Department of TRIBE in connection with this Agreement.

B. CONTRACTOR is an independent contractor willing to provide _____ services in accordance with **EXHIBIT "__" - RATE SHEET**, attached hereto and by this reference incorporated herein, to TRIBE, on a confidential basis under the terms and conditions and for the period contemplated by this Agreement.

C. TRIBE and CONTRACTOR have the common objective of contracting for_____ services for the _____ Seminole Indian Reservation in _____ County, Florida, more particularly described in **EXHIBIT "__" - PROPERTY LIST** (the "PROPERTY"). The scope of work to be performed by CONTRACTOR for TRIBE includes, but is not limited to, tasks associated in **EXHIBIT "__" - SCOPE OF SERVICES**, a copy of which is attached hereto and by this reference is incorporated herein (the "SERVICES').

TERMS AND CONDITIONS

THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby understand, acknowledge and agree as follows:

1. ENGAGEMENT

TRIBE hereby engages CONTRACTOR as an independent contractor, and CONTRACTOR hereby accepts engagement upon the terms and conditions set forth herein. The parties further acknowledge, warrant and represent that the recitals set forth above are true and correct and hereby acknowledge and agree that such recitals form a part of the terms and conditions of this Agreement.

2. TERM

Subject to the terms and conditions regarding termination of this Agreement, as provided herein, the term of this Agreement shall be for a period of _____ (2/3) years from the Effective Date, with the right on the part of TRIBE to cancel this Agreement upon payment of compensation due CONTRACTOR pursuant to terms and conditions of Paragraph 3 hereof.

3. COMPENSATION

TRIBE agrees to pay to CONTRACTOR and CONTRACTOR agrees to accept a sum not-to-exceed _____ ($_____) per year in the aggregate for its SERVICES as provided in Exhibit "__," with no carryover of prior year sum(s). CONTRACTOR shall not exceed, nor be required to exceed, the estimated costs set forth in Exhibit "__" without TRIBE's prior written authorization and approval. Each year as described herein is a twelve-month period, the first of which commences on the effective date hereof. CONTRACTOR will provide its SERVICES based on a schedule and estimated costs approved in advance by the Director of the _____ Department of TRIBE.

[**OPTIONAL** CONTRACTOR shall be permitted to annually adjust the rates stated in EXHIBIT "__" at a rate increase not-to-exceed three percent (3%) above the prior year rates for a total allowance of

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two (2) rate adjustments under this Agreement. CONTRACTOR must provide written notification and an adjusted rate schedule no later than thirty (30) calendar days prior to the effective date of each subsequent year of this Agreement.]

As a condition precedent to payment under this Agreement, CONTRACTOR shall send monthly invoices to "Seminole Tribe of Florida Attn: Accounts Payable P.O. Box 840939, Pembroke Pines, FL, 33084-2939" for SERVICES performed during the preceding month. Invoices for payment should also include time sheets, summary sheets, a copy of the description of SERVICES, and copy of TRIBE's prior written approval for all hourly not-to-exceed services.

CONTRACTOR shall comply with TRIBE's fiscal year end cut-off schedule, or more specifically September 30 of the given year.

In the event that any payment made by TRIBE to CONTRACTOR in error or by mistake or mistakenly, incorrectly or erroneously exceeds the amount actually due, CONTRACTOR shall immediately notify TRIBE and make arrangements to immediately return to TRIBE the mistaken payment or, if deposited before discovery thereof, to take immediate steps to notify TRIBE and to refund the mistaken or excess payment to TRIBE in certified funds or a cashier's check. In no event shall CONTRACTOR retain any excess or other funds paid by TRIBE to CONTRACTOR in error for more than five (5) calendar days after written demand for the return of such funds is made by or on behalf of TRIBE to CONTRACTOR, and CONTRACTOR further understands, acknowledges and agrees that during the period of time that CONTRACTOR has actual or constructive possession of excess or other funds mistakenly paid by TRIBE, CONTRACTOR shall be regarded as a constructive trustee of TRIBE with a fiduciary duty to segregate, safeguard and return to TRIBE such excess or other funds mistakenly paid by TRIBE to CONTRACTOR.

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4. DIRECTION

CONTRACTOR shall report to, be responsible for its performance, and receive its direction from the Director of the _____ Department; however, CONTRACTOR shall use its professional skill and expertise in overseeing the specific professional details as to how the services are to be performed. CONTRACTOR shall only perform duties as permitted by CONTRACTOR's license and assigned by the duly authorized Representative of TRIBE that relate to the general purpose and scope of the SERVICES. In the event that CONTRACTOR contends that an ambiguity or conflict exists between or among any of the attachments and the terms and conditions of this Agreement; CONTRACTOR shall promptly request and obtain TRIBE's written direction as to how to proceed.

5. DUTIES

TRIBE retains CONTRACTOR pursuant to the terms and conditions of this Agreement. The duties of CONTRACTOR shall include, but not be limited to, each of the tasks as outlined in Exhibit "A," and the tasks as defined by the Director of the _____ Department, on an as needed basis.

6. STANDARD OF CARE

CONTRACTOR represents that it possesses the background, knowledge, skill and expertise and is experienced in providing the SERVICES, and further represents that it is familiar with the PROPERTY and the applicable laws affecting the PROPERTY. CONTRACTOR also represents that the standard of care for all SERVICES performed or furnished by CONTRACTOR under this Agreement will be the level of experience, care and skill ordinarily utilized by members of CONTRACTOR's profession practicing in the State of Florida under similar conditions.

7. EXTENT OF SERVICES

CONTRACTOR shall devote such time, attention and energies to the performance of services as is necessary and required by TRIBE. CONTRACTOR shall not, during the term of this Agreement, be precluded from engaging in any other business activity unrelated to TRIBE, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage. Provided however, that CONTRACTOR shall not, during the term of this Agreement or at any time thereafter, solicit TRIBE's employees on behalf of CONTRACTOR or any other person or organization, whether or not related to CONTRACTOR, nor provide any other person, firm or business with information regarding TRIBE's business or governmental operations, including without limitation, the identity of clients of TRIBE or any agreements that exist between TRIBE and any third party.

8. NO PARTICIPATION

CONTRACTOR acknowledges and agrees that this Agreement shall not give or extend to CONTRACTOR any rights with respect to additional contributions by TRIBE to any deferred compensation plan, bonus plan nor shall it entitle CONTRACTOR or any of CONTRACTOR's employees to fringe benefits, employment, income or tax payments which may be assessed in connection with payments to CONTRACTOR other than under the terms of this Agreement. Specifically, CONTRACTOR acknowledges and agrees that CONTRACTOR shall not be entitled to any benefits offered to TRIBE's employees including vacation or sick leave, participation in any pension, profit-sharing, salary continuation, disability insurance, hospitalization, major medical insurance, medical reimbursement or life insurance plan or any other benefit established by TRIBE for its employees.

9. SUBCONTRACTING

CONTRACTOR shall not subcontract with, or retain an independent contractor, subcontractor or consultant to perform any portion of this Agreement without the prior written consent of TRIBE. CONTRACTOR shall not engage or utilize the services of any subcontractors to perform any services hereunder unless said subcontractors have executed an agreement agreeing to be fully bound by the terms and conditions of this Agreement. The parties hereto understand, acknowledge and agree that TRIBE, in its sole discretion may require CONTRACTOR to submit all required documentation and information necessary for CONTRACTOR to qualify as an approved tribal vendor, and may further require that CONTRACTOR submit to and successfully complete any required background investigation. CONTRACTOR assumes full responsibility for the work and professional services provided by any permitted independent contractor, subcontractor or consultant authorized by TRIBE to work and provide services under this Agreement. Subject to the terms of this paragraph, TRIBE hereby consents to the retention by CONTRACTOR of title abstractors and automated data retrieval firms reasonably acceptable to CONTRACTOR.

10. ASSIGNMENT

Either party may transfer or assign this Agreement, or any right or obligation under it, by operation of law or otherwise upon obtaining the prior written consent of the other party which will not be unreasonably withheld or delayed. An unauthorized transfer of this Agreement will be void. In the event of any approved assignment, the assignor shall remain liable for the assignee's continuing performance. Assignor must notify assignee sixty (60) calendar days prior to the proposed assignment. A Change in Control of either party will be considered an assignment of this Agreement. CONTRACTOR may not assign or delegate its interest, rights and/or obligations in this Agreement without consent to a successor in interest or an affiliate and CONTRACTOR will not be released of its obligations even if the transferee assumes all of CONTRACTOR's obligations in writing. This Agreement shall be binding upon and shall inure to the

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benefit of the permitted successors and assigns of TRIBE and CONTRACTOR. Further, this Agreement shall not inure to the benefit of any trustee in insolvency, receiver or creditor of CONTRACTOR, by operation of applicable state or federal law or otherwise, without the prior written consent of TRIBE.

11. ALTERATION OF SITES

CONTRACTOR understands and agrees that CONTRACTOR will perform no SERVICES and will cause no SERVICES to be performed that would materially alter, damage or affect the terrain, subsurface, vegetation, buildings, structures or equipment in, at, or upon the PROPERTY without the prior, express, written consent of both TRIBE and the existing owner of the PROPERTY if other than TRIBE. The terms and conditions of this paragraph shall not apply to normal wear and tear associated with routine access to the PROPERTY reasonably necessary to perform the SERVICES, or to the work specifically requested by TRIBE through this Agreement.

12. TERMINATION

a. Termination for Convenience

TRIBE may terminate this Agreement without cause, for any reason or for no reason prior to CONTRACTOR's completion of SERVICES upon thirty (30) calendar days' prior written notice. Unless otherwise provided herein, the termination will become effective upon delivery of written notice pursuant to Paragraph 13 below or on the specific termination date referenced in the written notice.

b. Termination for Default

TRIBE may terminate this Agreement in the event of CONTRACTOR's failure to make timely progress, non-performance of any material item of this Agreement, any event of default or material breach by CONTRACTOR of the terms and conditions of this Agreement, or in the event of insolvency, bankruptcy or receivership of CONTRACTOR, effective upon written notice pursuant to Paragraph 13 below. In the event of termination by TRIBE under this subparagraph, TRIBE may contract with others for performance of the SERVICES. CONTRACTOR acknowledges that the payment of any additional costs shall not relieve CONTRACTOR of any other liability or obligation it may have in connection with the SERVICES.

c. Delivery of Materials

Upon receipt of notice of termination under subparagraphs 12(a) or (b) above, CONTRACTOR shall immediately deliver to TRIBE all materials as defined in Paragraphs 19 and 27 below, held or used by CONTRACTOR in connection with the SERVICES, except those materials, if any, owned by CONTRACTOR or supplied by CONTRACTOR at CONTRACTOR's own cost. If, at the time of termination further sums are due CONTRACTOR, CONTRACTOR shall not be entitled to further sums until all materials required to be delivered to TRIBE are delivered.

d. Survival

Upon receipt of notice of termination for any reason, CONTRACTOR shall promptly cease all SERVICES hereunder, except for such additional SERVICES that TRIBE may, in its discretion, request CONTRACTOR to perform and complete. CONTRACTOR shall perform such additional SERVICES consistent with the standard of care as stated in Paragraph 6 above.

13. NOTICES

All notices or other communications provided for by this Agreement shall be in writing. Notice shall be deemed properly delivered by the mailing of such notices to the parties entitled thereto, via certified mail, return receipt requested, postage prepaid, or via express delivery such as by Federal Express, UPS, or any like commercial express delivery company which provides a delivery receipt as evidence of delivery

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to the parties at the following addresses (or to such address designated in writing by one (1) party to the other):

TRIBE:

CONTRACTOR:

14. AMENDMENTS

This Agreement may be amended or modified at any time by the written agreement of TRIBE and CONTRACTOR. All amendments, modifications, changes, revisions and discharges of this Agreement shall be binding upon the parties despite any lack of separate legal consideration, as long as the same shall be in writing and executed by the parties. CONTRACTOR will not endeavor to change, amend or modify the SERVICES to be provided without TRIBE's prior written consent, authorization and approval of the changes, amendments or modifications and the costs associated with such changes, amendments or modifications. Nothing contained herein will excuse the parties from obtaining Tribal Council approval by a resolution duly enacted in legal session relative to any modification or amendment requiring such approval.

15. PARTIES IN INTEREST

The parties understand, acknowledge and agree that neither party intends to confer upon any person or entity not a party to this Agreement any enforceable or other right, remedy, benefit or entitlement and the parties further deny and disclaim the existence of any intended third party beneficiary with enforceable rights of any kind in connection with this Agreement. Nothing in this Agreement, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any right or remedies under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over any party.

16. SEVERABILITY

If any term, covenant, condition or provision of this Agreement, or their application to any person or circumstance, shall be declared by a court or other judicial authority, including any court claimed to be a court of competent jurisdiction to be invalid, void or unenforceable, the parties shall promptly renegotiate the unenforceable or invalid terms so as to effectuate the intent of the Agreement, and to avoid any construction of this Agreement which will frustrate the stated purpose of this Agreement or any rights, duties or obligations created hereunder. The remaining provisions of this Agreement, or their application to any person, entity or circumstances, shall remain in full force and effect notwithstanding such declaration of unenforceability or invalidity.

17. SUBJECT HEADINGS

The subject headings of the articles, paragraphs and subparagraphs of this Agreement are included

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solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of the Agreement.

18. APPLICABLE LAWS AND REGULATIONS

This Agreement shall be governed by and construed and enforced in accordance with and subject to applicable federal, state, and tribal laws and orders including without limitation, licensing, and certification requirements, environmental laws, health and safety laws, worker health and safety laws, drug free workplace requirements, and applicable laws pertaining to labor wages, hours and other conditions of employment. CONTRACTOR shall comply with any and all applicable safety and security regulations which are now in effect or hereinafter may be applicable. CONTRACTOR agrees that it will at all times conduct its business in a lawful manner and in full compliance with all applicable Tribal and governmental laws, ordinances, rules and regulations. CONTRACTOR acknowledges that as a sovereign tribal government, certain laws which apply to CONTRACTOR may or may not apply to TRIBE and its own employees. Notwithstanding any such differences in applicable laws, CONTRACTOR agrees that it will fully comply with all applicable laws relating to and governing its relationship with its own employees and agents. CONTRACTOR is responsible for completion and retention of the I-9 form, required by the U.S. Citizenship and Immigration Services as part of the Immigration Reform and Control Act of 1986, on any employees of CONTRACTOR.

19. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION

CONTRACTOR and its employees shall keep, hold and maintain, in strictest confidence, all information relating or incidental to this Agreement and that which may be acquired or obtained in connection with or as a result of the SERVICES performed under this Agreement and the interaction between CONTRACTOR and representatives of TRIBE. CONTRACTOR acknowledges such information to be valuable property of TRIBE, which may be governed by applicable federal laws and regulations and applicable tribal ordinances and resolutions. Such information includes, but not limited to, books, reports, photographs, slides, materials, data, boring logs, sample results, laboratory reports, calculations, estimates, documents, communications, notes, proposals, scopes of work, or materials of any kind or nature which pertain or relate in any manner to the governmental or business operations of TRIBE. CONTRACTOR shall not, during the term of this Agreement or at any time thereafter, publish, communicate, divulge, disclose or utilize, in whole or in part, any confidential, proprietary or other information more particularly described in this paragraph without the prior written consent and approval of TRIBE provided by and through a resolution of its Tribal Council duly enacted in legal session, whether or not such information is designated as proprietary or confidential, but particularly under circumstances where such information is formally designated as being proprietary or confidential in nature or where through the exercise of reasonable care and the good faith consideration of all surrounding circumstances, including, but not limited to the sensitivity, importance or private and non-public nature of such information, CONTRACTOR recognizes, as a part of its professional responsibility, that such information ought to be treated by CONTRACTOR, in all respects, as proprietary or confidential.

Except as required by applicable law, and only after providing TRIBE with sufficient advance written notification, CONTRACTOR will not meet or confer with any member of any federal, state, or local regulatory agency concerning the SERVICES provided or to be provided by CONTRACTOR to TRIBE without obtaining the prior written consent of TRIBE. In addition, CONTRACTOR will not discuss any matters arising out of this Agreement or out of CONTRACTOR relationship with TRIBE with members of the press or public and will not issue any press release without the prior written consent of TRIBE. In the event CONTRACTOR becomes aware of a possible site condition or situation, which, if confirmed, could impose a reporting requirement of TRIBE, operator, lessee, or lessor, CONTRACTOR shall promptly notify TRIBE and provide all details regarding such site and the reasons why CONTRACTOR believes, in

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good faith, that such site condition or situation could impose a reporting requirement on TRIBE so that TRIBE may, in its discretion initiate such action as it deems appropriate.

20. CONFLICT OF INTEREST

During the term of this Agreement, and at any time thereafter, CONTRACTOR shall not act as an agent, or in a liaison capacity as an officer, employee, agent or representative of any TRIBE supplier or prospective supplier, nor serve in any of the foregoing capacities for any of TRIBE'S clients or prospective clients without the prior written approval of TRIBE. CONTRACTOR hereby warrants that no conflict presently exists or is reasonably anticipated to come into existence during the term of this Agreement with respect to CONTRACTOR's other service agreements or other engagement which would give rise to a conflict of interest in connection to the SERVICES to be provided by CONTRACTOR. In addition, CONTRACTOR agrees that CONTRACTOR will promptly notify TRIBE of any situation which reasonably appears to CONTRACTOR to give rise to a conflict of interest of any type during the time CONTRACTOR is furnishing professional services to TRIBE under the terms and conditions of this Agreement.

21. FIELD REPRESENTATIVE

Unless CONTRACTOR specifically agrees to the contrary in writing, CONTRACTOR shall not be responsible for the job safety or practices of a contractor retained by any party other than CONTRACTOR or its Personnel and CONTRACTOR or its Personnel shall not have the right to stop the work of such contractor. Notwithstanding the foregoing, CONTRACTOR shall notify TRIBE if CONTRACTOR considers the job safety or practices of a contractor retained by any party other than CONTRACTOR to be unsafe or in violation of applicable law. Nothing contained herein shall excuse CONTRACTOR from continuing to render professional services to TRIBE in accordance with the applicable professional standard of care set forth, identified and described in Paragraph 6 hereof.

22. INDEPENDENT CONTRACTOR

CONTRACTOR acknowledges that, for all purposes pertaining to the professional services rendered and agreed to be rendered to TRIBE under the terms and conditions of this Agreement, CONTRACTOR's relationship to TRIBE and all of its subordinate governmental units shall be solely as an independent contractor and not as an employee or any other capacity. As such, CONTRACTOR shall have and maintain complete control over and be responsible for all of its employees and agents and operations. Neither CONTRACTOR nor any employees of CONTRACTOR are employees of TRIBE under the meaning or application of any applicable laws including, but not limited to, all applicable Federal or State unemployment or insurance laws, workers' compensation laws or any case law decided by any court of appropriate jurisdiction by any state or federal court. CONTRACTOR shall assume all liabilities or obligations imposed by any one or more such applicable laws with respect to CONTRACTOR's employees in the performance of this Agreement. CONTRACTOR shall not have any authority to assume or create any obligations, expressed or implied, on behalf of TRIBE and CONTRACTOR shall not have the authority to represent itself or any its employees, as agents or , employees of TRIBE; except as specifically set forth in this Agreement. CONTRACTOR shall defend, indemnify and hold TRIBE harmless for any claim asserted against TRIBE through which any third party claimant seeks to attempt to impute liability to TRIBE for any acts or omissions committed by CONTRACTOR or any of CONTRACTOR's employees or agents under the doctrine of *respondeat superior* or otherwise. In the event that such an action should be brought against TRIBE, CONTRACTOR agrees to cooperate fully with TRIBE to provide all necessary information, including affidavits under oath to clarify the legal position of TRIBE in demonstrating that CONTRACTOR and CONTRACTOR's employees are serving solely in the capacity as an independent contractor and not as employees of TRIBE.

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a. Personnel

As used herein, the term, "Personnel" shall mean all officers, directors, affiliates, partners, employees, agents, independent contractors and subcontractors of either CONTRACTOR or TRIBE as specified. CONTRACTOR warrants that all Personnel of CONTRACTOR shall comply and shall be required to comply with the terms and conditions of this Agreement, including, without limitation, the requirement of confidentiality as provided in Paragraph 19 hereof. CONTRACTOR agrees that at the request of TRIBE, CONTRACTOR shall require any or all of its Personnel to sign mutually agreeable agreements or statements demonstrating that CONTRACTOR's employees are aware of the confidentiality provisions contained in Paragraph 19 of this Agreement and that each of them will conduct themselves and abide by the confidentiality terms of this Agreement in Paragraph 19 hereof. CONTRACTOR agrees that until such time as CONTRACTOR has secured from each of its employees the required statement or agreement referenced in this paragraph, CONTRACTOR will not permit any such employee to commence any work under the terms and conditions of this Agreement until CONTRACTOR has in its possession and has made available to TRIBE the statement or agreement required by this paragraph.

b. Employees

CONTRACTOR agrees that all of CONTRACTOR's Personnel utilized by CONTRACTOR in the performance of the SERVICES required under this Agreement the agents. CONTRACTOR warrants to TRIBE that all SERVICES rendered and supplied by CONTRACTOR in the performance of the terms and conditions of this Agreement shall be furnished and supplied by CONTRACTOR's Personnel who are careful, skilled, experienced, licensed or certified, and reasonably competent in their respective trades or professions, consistent with the standard of care set forth in Paragraph 6 hereof. CONTRACTOR shall be responsible and liable for the payment of all taxes, fees, contributions, or other charges in any way applicable to CONTRACTOR and CONTRACTOR's business, which are specifically, solely and directly attributable to the SERVICES. CONTRACTOR agrees to defend, indemnify and hold TRIBE harmless of and from any claim by any applicable state or federal authority or by any third party whatsoever in the event that TRIBE is required to defend against a claim that seeks to attribute such obligations to TRIBE.

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23. REPORTS, RECORDS AND AUDITS

CONTRACTOR, when directed, shall provide written reports with respect to the Services rendered hereunder to the Director of the _____ Department of TRIBE.

CONTRACTOR shall maintain all costs, expense, payroll and related and financial records and accounts pertaining to SERVICES performed by CONTRACTOR under this Agreement for a period of five (5) years after final payment under this Agreement or until final conclusion of any litigation or administration proceeding arising under or materially concerning this Agreement, the SERVICES or PROPERTY.

At all times material to this Agreement and the services provided or to be provided hereunder, CONTRACTOR acknowledges and agrees that TRIBE shall have reasonable access to and the right to audit, copy and inspect all records contemplated by this paragraph at all mutually agreeable times during the course of the professional SERVICES provided or to be provided under this Agreement and for the five (5) year period thereafter. In the event that a mutually convenient time cannot be established for TRIBE's inspection and audit of CONTRACTOR's records pertaining to this Agreement and the professional SERVICES to be provided hereunder, CONTRACTOR acknowledges and agrees that TRIBE shall be entitled to conduct such audit and inspection upon three (3) prior business days' notice provided in writing

by TRIBE to CONTRACTOR. The right to access, inspect, copy and audit such records shall extend for such duration as the records are maintained and are in existence. CONTRACTOR acknowledges and agrees that CONTRACTOR will notify TRIBE thirty (30) calendar days prior to the date on which CONTRACTOR intends to destroy or otherwise dispose of the records contemplated by this subparagraph.

24. ACCESS TO PREMISES

CONTRACTOR shall not have the authority to access TRIBE's Property without express consent by TRIBE's contact person listed in Paragraph 13 of this Agreement during the period of performance when professional SERVICES are provided under this Agreement.

25. INSPECTION

The SERVICES performed by CONTRACTOR shall, at all times, be subject to TRIBE's inspection and approval during all phases of contract performance and otherwise at reasonable intervals and at the conclusion of CONTRACTOR's contractual obligations hereunder. CONTRACTOR shall control and be fully responsible for the details, manner and method by which CONTRACTOR and CONTRACTOR's employees rendered SERVICES to TRIBE. TRIBE shall have access at all times to the areas where Services are being performed. Inspection or lack of inspection by TRIBE shall not be deemed approval of the SERVICES or be construed to be a waiver of TRIBE's rights under this Agreement.

26. STRICT LOYALTY

To the fullest extent possible, CONTRACTOR acknowledges and agrees to take such steps as are necessary to avoid a reasonable appearance that CONTRACTOR or CONTRACTOR's employees are in a position of divided loyalty with respect to its obligations under this Agreement.

27. TITLE TO INFORMATION AND EQUIPMENT

All information created or developed in connection with the services rendered under the terms and conditions of this Agreement, shall be the exclusive property of TRIBE. All machines, instruments and products purchased, manufactured or assembled by CONTRACTOR pursuant to this Agreement and paid for by TRIBE shall be the exclusive property of TRIBE. Upon termination of this Agreement, CONTRACTOR shall dispose of such items as directed by TRIBE. Nothing contained in this paragraph shall affect CONTRACTOR's right and obligation to prepare and maintain payroll information for its own employees nor shall any of the terms of this paragraph operate to vest title in TRIBE to any documentation and report reasonably and customarily and developed by CONTRACTOR for documenting payroll information for CONTRACTOR's employees or for maintaining such internal reports of CONTRACTOR as are reasonably and necessarily kept, or required to be kept, by CONTRACTOR in the ordinary course of CONTRACTOR'S business.

The parties understand and agree that upon termination or expiration of this Agreement, CONTRACTOR shall promptly deliver to TRIBE all originals of records, data, information and other documents thereof to TRIBE and such originals and all copies thereof shall remain the sole and exclusive property of TRIBE.

28. INDEMNIFICATION / HOLD HARMLESS

CONTRACTOR hereby agrees to indemnify and hold harmless TRIBE from and against: (1) any claims arising from any material breach or default in the performance of CONTRACTOR's obligations under the terms and conditions of this Agreement or arising from any act or omission constituting the

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alleged negligence of CONTRACTOR or any of CONTRACTOR's employees, agents, and invitees relative to the performance of any of CONTRACTOR's obligations under the terms and conditions of this Agreement or with respect to any of the SERVICES which CONTRACTOR is obligated to provide or render under the terms and conditions of this Agreement; and (2) all damages, costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claim, cause of action or proceeding brought against TRIBE for any claim described herein. In the event an action or proceeding is brought against TRIBE by reason of any such claim, CONTRACTOR shall, upon written notice from TRIBE, defend the same at CONTRACTOR's sole expense by counsel satisfactory to TRIBE.

TRIBE agrees that CONTRACTOR'S indemnification obligation pursuant to this paragraph shall not exceed Two Million Dollars and Zero Cents ($2,000,000.00) unless CONTRACTOR agrees to a greater amount in writing.

With respect to any environmental claim or any liability arising from any claim based upon damage or injury to the property or the environment pursuant to this paragraph, CONTRACTOR shall be liable to the extent that such liabilities arise from any act, omission or other negligence of CONTRACTOR, CONTRACTOR's employees or agents as well as any subcontractor(s) or other person engaged by CONTRACTOR to perform any of the obligations under this Agreement.

29. INSURANCE

CONTRACTOR shall procure, maintain and provide proof of insurance throughout the entire duration of this Agreement as to the following required insurance, with insurance carriers financially acceptable and lawfully authorized to do business in the states where TRIBE, conducts any business of governmental operations. Such coverage shall protect CONTRACTOR against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from goods or services performed by or on behalf of CONTRACTOR, its agents or representatives. CONTRACTOR's insurance attached hereto as **EXHIBIT "__,"** and incorporated herein by this reference.

Minimum Scope of Insurance

CONTRACTOR's insurance coverage shall include the following minimum limits and coverage. CONTRACTOR is responsible for assuring that each subcontractor also carries the required minimum insurance coverage and continues such coverage in full force and effect for the duration of this Agreement. CONTRACTOR shall obtain Certificates of insurance from each subcontractor prior to the subcontractor commencing work, and subject to review of TRIBE, if required:

1. Commercial General Liability insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001 ©*, current edition. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form, including but not limited to additional limitations or exclusions applicable to products and completed operations and contractual liability.

2. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of CONTRACTOR. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy form CA 0001 ©*, current edition.

3. Workers' Compensation and Employer's Liability insurance as is required by statute or law, or

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as may be available on a voluntary basis.

Minimum Limits of Insurance

CONTRACTOR shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

1. Commercial General Liability (including umbrella or excess liability): $1,000,000 per occurrence, bodily injury and property damage liability; $1,000,000 per offense, personal and advertising injury liability; $2,000,000 products and completed operations policy aggregate and $2,000,000 policy general aggregate applicable to lines other than products and completed operations.
2. Automobile Liability: $1,000,000 combined single limit per accident.
3. Employer's Liability: $1,000,000 per accident for bodily injury by accident or disease, including $1,000,000 disease aggregate.

Deductibles and Self-insured Retentions

The funding of deductibles and self-insured retentions maintained by CONTRACTOR shall be the sole responsibility of CONTRACTOR. Self-insured retentions in excess of $50,000 must be declared to and approved by TRIBE.

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

1. ADDITIONAL INSURED –TRIBE must be included as an additional insured by policy endorsement under CONTRACTOR's Commercial General Liability policy as respects liability arising from work or operations performed by or on behalf of CONTRACTOR. CONTRACTOR hereby consents and authorizes TRIBE to communicate fully with any insurance carrier furnishing insurance coverage hereunder, outside of CONTRACTOR's presence.

2. WAIVERS OF SUBROGATION – CONTRACTOR agrees to waive all rights by policy endorsement of subrogation against TRIBE as respects loss, damage, claims, suits or demands, howsoever caused:

    a. To real or personal property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by CONTRACTOR or CONTRACTOR's employees, agents or subcontractors; and

    b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by CONTRACTOR. This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, CONTRACTOR agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of TRIBE. CONTRACTOR further agrees to hold harmless and indemnify TRIBE for any loss or expense incurred as a result of CONTRACTOR's failure to obtain such waivers of subrogation from CONTRACTOR's insurers.

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3. NOTICE OF CANCELLATION - Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) calendar days written notice to TRIBE by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by TRIBE.

Verification of Coverage

CONTRACTOR shall furnish TRIBE with a certificate of insurance evidencing the required coverage prior to the delivery of services to TRIBE. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to TRIBE prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, CONTRACTOR's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. CONTRACTOR shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following SERVICES completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If Continuous "claims made" coverage is used, CONTRACTOR shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of the Agreement. This will be a condition of TRIBE's final acceptance of work or services performed or to be performed under the terms and conditions of this Agreement.

30. DISPUTE RESOLUTION

The parties to this Agreement shall make a good faith effort to settle disputes arising under the Agreement or the breach thereof; however, in the event such disputes cannot be settled by the parties' good faith efforts, the following procedure shall apply:

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be subject to voluntary mediation which may be initiated by either party upon ten (10) calendar days' written notice to the other party. All mediation proceedings shall be held at the administrative offices of the Seminole Tribe of Florida within the confines of Broward County in the State of Florida. Selection of a mediator shall be subject to mutual agreement of the parties. Should the parties be unable to agree to a mediator, or otherwise prefer, the mediator shall be selected by a neutral third party. The parties and the mediator shall maintain strict confidentiality with respect to any mediation proceeding. Nothing that transpires during the mediation proceeding is intended in any way to affect the rights or prejudice the position of any of the parties to the dispute in any later litigation or proceeding. The mediator is authorized to end the mediation whenever further efforts at mediation would not contribute to a solution of the dispute between the parties. A written report of the mediation process will not be prepared by the mediator. There shall be no record, electronic or otherwise, of the mediation proceeding, other than the internal records of the parties, which are agreed to be the confidential and privileged records of the respective party creating and holding same. The mediator's fee or time charge rate will be established at the time of selection or appointment. All

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expenses of the mediation, including required traveling and other expenses of the mediator, shall be shared equally by the parties, unless they agree otherwise. Neither party shall institute litigation while the mediation proceeding is pending; however, a party may withdraw at any time from the mediation proceeding. Any written settlement agreement of the parties that emerges from mediation shall be final and binding once fully executed, and the contents of which shall be maintained in strict confidentiality. The mediation proceeding shall be deemed terminated if, and when: (a) the parties have not executed a written settlement agreement within forty-five (45) calendar days following conclusion of the mediation formal meeting (which deadline may be extended by mutual agreement), or (b) either party serves on the other party and on the mediator a written notice of withdrawal from the proceeding. The mediator shall apply all applicable laws in conducting the mediation proceedings, and in assessing the respective positions of each party to the mediation in an effort to bring about a voluntary resolution of the dispute. Nothing contained herein is intended to constitute consent on the part of TRIBE or CONTRACTOR to participate in any legal proceeding regarding any claim, controversy, or dispute arising out of or relating to this Agreement or to any alleged breach thereof, and nothing contained herein shall be construed as consent on the part of either TRIBE or CONTRACTOR to submit to the jurisdiction of any tribunal for that purpose.

Nothing in this Agreement shall be deemed or construed on the part of TRIBE or CONTRACTOR as an intent or obligation to arbitrate any matter or dispute whatsoever, nor shall this Agreement, or any part of this Agreement, be read or interpreted as a consent to suit or a submission to the jurisdiction of any court by either party.

It is understood and agreed that, by executing this Agreement, the Seminole Tribe of Florida does not waive, limit, or modify its sovereignty or its sovereign immunity from suit or the assertion of any claim against it in any court or tribunal whatsoever arising under this Agreement.

31. ENTIRE AGREEMENT AND WAIVER

This Agreement contains the entire agreement of the Parties and supersedes all prior understandings and agreements, whether oral or in writing, regarding the subject matter of this Agreement. No representations, warranties, covenants, or conditions, expressed or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver and accepted and agreed to by both parties and signed in the form and manner set forth below.

32. EXHIBITS

All exhibits and attachments referenced in, attached to and made a part of this Agreement are deemed incorporated into this Agreement by reference, whether or not the same are actually attached.

33. FURTHER ACTS AND ASSURANCES

TRIBE and CONTRACTOR hereby acknowledge and declare their expressed intention to avoid any situation which, in the absence of further acts and assurances, would frustrate the parties' intended purpose of this Agreement. Each Party agrees to perform any further acts and to execute, acknowledge and deliver any documents which are or may be reasonably necessary to perform, implement, or carry out the terms, conditions, and underlying purpose of this Agreement within three (3) business days prior written notice from the other party.

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34. COMPLIANCE RESPONSIBILITY

Any applicable laws, regulations, or the requirements of any grant or similar funding source, or pass-through agreement, if any, through which funds are provided for this Agreement are incorporated herein by reference as if fully stated herein, which may include but not be limited to, procurement, receipt, and payment for goods and services policies and procedures, and other certifications and assurances. By entering into this Agreement, CONTRACTOR acknowledges and represents that it has sufficiently familiarized itself with all such laws, regulations or other requirements, and fully understands its responsibility to comply with the same, and to require that CONTRACTOR, CONTRACTOR's employees, subcontractors, material suppliers, or other sub-recipients comply with the same. CONTRACTOR further acknowledges that TRIBE may have responsibility to ensure that CONTRACTOR fully complies with such laws, regulations, or other requirements, by monitoring its compliance through an ongoing review of CONTRACTOR's books and records relating to this Agreement, and which CONTRACTOR further agrees that CONTRACTOR and its employees will fully comply with this requirement and cooperate fully with TRIBE and its representatives in providing such books, records and other information as is necessary for TRIBE to fulfill its compliance responsibilities.

35. HISTORICAL, ARCHEOLOGICAL AND HAZARDOUS SITES

CONTRACTOR acknowledges that if historic properties, archeological resources, human remains, or other cultural items not previously reported to CONTRACTOR are encountered during any activity associated with this Agreement, all activity in the immediate vicinity of the historic properties, archeological resources, human remains, or other cultural items will cease and CONTRACTOR will contact the Land Use Coordinator at (954) 966-6300 extension 11103 and the Tribal Historic Preservation Office at (863) 983-6549 extension 12262 to determine how to proceed and appropriate disposition of the same.

CONTRACTOR warrants and represents that it is familiar with the physical characteristics of the site of the Project and has familiarized itself with existing conditions at such site and the character of the operations to be carried on under the Agreement and that it fully understands the facilities, difficulties and restrictions attendant to the execution of the Services under this Agreement. CONTRACTOR further acknowledges that it is familiar with the requirements of the various governmental agencies, departments, and bureaus having jurisdiction, and from its own investigations has satisfied itself as to the nature and location of the Services, the general and local conditions, and all matters which may in any way affect or may affect the Services or its performance. It is acknowledged by both parties that CONTRACTOR's scope of services does not include any services related to a hazardous environmental condition. In the event CONTRACTOR or any other individual or entity encounters a hazardous environmental condition, CONTRACTOR may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until TRIBE: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous environmental condition; and (ii) warrants that the Project site is in full compliance with applicable environmental laws and regulations. As used herein, a "hazardous environmental condition" means the presence at the Project site of asbestos, polychlorinated biphenyls, petroleum, hazardous waste or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with provision of the Services or construction activity to be conducted on the site.

36. EXECUTION IN COUNTERPART AND BEST EVIDENCE OF AGREEMENT

The parties understand, acknowledge, and agree that this Agreement may be executed in counterpart originals so long as all counterpart signature pages are integrated into one complete Agreement.

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In the event that the execution of this Agreement is in counterparts, each party authorizes representatives of TRIBE to integrate the signature and notarial pages, if any, for TRIBE and for CONTRACTOR to be attached to the remaining numbered paragraphs of the Agreement and a copy of each of the exhibits to this Agreement. A copy of the fully integrated Agreement or a duplicate original of this Agreement or a genuine copy thereof, as applicable, shall be provided by TRIBE to CONTRACTOR after the same is assembled to contain the original signature pages of each party.

37. TIME OF PERFORMANCE; ACTS OF GOD AND FORCE MAJEURE

Unless otherwise stated herein, time is of the essence for the performance of all obligations under the terms and conditions of this Agreement; provided, however, that neither TRIBE nor CONTRACTOR shall be liable for failure to perform their respective obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), or a Force Majeure such as war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither an Act of God nor a Force Majeure shall, itself, shall be grounds to terminate this Agreement.

If TRIBE or CONTRACTOR asserts Force Majeure as an excuse for failure to perform any of their respective obligations under this Agreement, the nonperforming party must prove, in the absence of a written stipulation between the parties, that the nonperforming party took reasonable steps to minimize delay and to mitigate damages caused by foreseeable events, and that the nonperforming party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described herein as a Force Majeure.

38. VENUE

The venue for any litigation brought under this agreement shall be in Broward County, Florida

39. ATTORNEYS' FEES

The prevailing party in any litigation brought under this Agreement shall be entitled to reimbursement from the other of all reasonable costs incurred in connection therewith, including attorneys' fees, all pre-trial, appellate, post-judgment, bankruptcy and other proceedings. The right to recover attorneys' fees shall also include any attorneys' fees incurred in establishing the amount of such fees.

40. WAIVER OF JURY TRIAL

EACH OF THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BETWEEN OR AMONG THEM, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CAUSE OR CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS, THIRD PARTY CLAIMS AND INTERVENOR'S CLAIMS, REGARDLESS OF THE CAUSE OR CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ALLEGED OR THE RELIEF SOUGHT BY ANY PARTY, ALL TO THE EXTENT BASED ON OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

END OF TEXT. SIGNATURES APPEAR ON FOLLOWING PAGE.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the respective dates set forth below at Hollywood Seminole Indian Reservation, Broward County, Florida.

TRIBE:
SEMINOLE TRIBE OF FLORIDA

By: _____

Name: Peter Hahn

Title: Treasurer

Date: _____

By: _____

Name: Derek Koger, MPA

Title: Executive Director of Tribal Community Development

Date: _____

CONTRACTOR:
_____

By: _____

Name: _____

Title: _____

Date: _____

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