

# Florida Vendor Agreement

Governed by Fla. Stat. § 672.201, § 672.316, § 448.095, § 57.105(7), § 687.01, and § 95.11

**1. THE PARTIES.** This Vendor Agreement ("Agreement") is made effective on ("Effective Date") between:

<b>VENDOR</b>	<b>CLIENT</b>
Full Name / Entity:	Full Name / Entity:
DBA / Trade Name:	DBA / Trade Name:
Address:	Address:
City, State, ZIP:	City, State, ZIP:

**2. SCOPE OF WORK AND DELIVERABLES.** The Vendor agrees to provide the following: (check one)

- Goods / Products
- Services
- Goods and Services

Scope of Work, Deliverables, and Specifications:

**3. TERM.** This Agreement is for the term stated below. (check one)

- FIXED TERM: from \_\_\_\_\_ to \_\_\_\_\_.
- ONGOING: continues until terminated per Section 13.

Automatic Renewal: (check one)

- AUTO-RENEW for successive \_\_\_\_\_-month terms unless either party gives written notice of non-renewal.
- NO automatic renewal.

**4. COMPENSATION AND PAYMENT.** In consideration for the performance of this Agreement, the Client agrees to pay the Vendor as follows: (check one)

- A fixed price of \$ \_\_\_\_\_ for the full scope of this Agreement.
- \$ \_\_\_\_\_ per \_\_\_\_\_ (hourly, per unit, etc.)
- Milestone-based payments per the schedule in Section 2.
- Other:

Payment is due within \_\_\_\_\_ calendar days of invoice date.

Late payments shall accrue interest at \_\_\_\_\_ % per annum (maximum 18% per Fla. Stat. § 687.02).

If no interest rate is specified above, the statutory rate published quarterly by the Florida Chief Financial Officer shall apply per Fla. Stat. § 687.01 and § 55.03.

**5. DELIVERY AND ACCEPTANCE.** All goods and/or deliverables shall be provided by:

Expected Delivery / Completion Date:

Acceptance Criteria / Specifications:

The Client shall notify the Vendor in writing of any non-conforming goods or services within five (5) business days of receipt. Failure to provide timely written notice shall constitute acceptance of the deliverables as provided.

**6. INDEPENDENT CONTRACTOR STATUS.** The Vendor is an independent contractor and not an employee, agent, partner, or joint venturer of the Client. The Vendor is solely responsible for all taxes, withholdings, and employee benefits for its personnel. Independent contractor status shall be evaluated under Fla. Stat. § 443.1216. The parties acknowledge that misclassification of employees as independent contractors constitutes a criminal offense under Fla. Stat. § 443.071.

E-Verify Compliance (Fla. Stat. § 448.095): (check one)

- The Vendor is registered with and actively uses the E-Verify system to verify the employment eligibility of all newly hired employees.
- Not applicable (Vendor has no employees performing work in Florida).

**7. CONFIDENTIALITY.** Each party agrees to hold in strict confidence all non-public, proprietary, or trade-secret information received from the other party during the term of this Agreement and for three (3) years thereafter. This obligation does not apply to information that: (i) is or becomes publicly known through no breach by the receiving party; (ii) was independently developed; or (iii) is lawfully received from a third party without restriction. Trade secrets receive protection under Chapter 688, Florida Statutes, for so long as they retain their trade-secret status.

**8. INTELLECTUAL PROPERTY.** All work product and deliverables created by the Vendor specifically for the Client under this Agreement shall be the sole and exclusive property of the Client upon receipt of full payment, unless otherwise agreed in writing. Pre-existing intellectual property, tools, methodologies, and background technology owned by the Vendor shall remain the Vendor's exclusive property, and the Vendor grants the Client a limited, non-exclusive license to use such materials solely for the purpose of this Agreement.

**9. WARRANTIES AND DISCLAIMER.** The Vendor warrants that: (1) it has full legal authority to enter into this Agreement; (2) all goods provided shall conform to the specifications in Section 2 at the time of delivery; and (3) all services shall be performed in a workmanlike manner consistent with applicable industry standards.

**EXCEPT AS EXPRESSLY SET FORTH ABOVE, ALL GOODS ARE PROVIDED AS IS OR WITH ALL FAULTS. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXTENDING BEYOND THE SPECIFICATIONS IN SECTION 2. THE CLIENT BEARS ALL RISK AS TO QUALITY AND PERFORMANCE OF THE GOODS. (FLA. STAT. § 672.316)**

**10. INDEMNIFICATION.** Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or relating to the Indemnifying Party's material breach of this Agreement or its negligent acts or omissions. Notwithstanding the foregoing, no party shall be indemnified against liability arising from its own intentional torts, criminal acts, or gross negligence, as such indemnification is void under Florida public policy.

**11. LIMITATION OF LIABILITY.** In no event shall either party be liable for any indirect,

incidental, special, consequential, or punitive damages arising under or related to this Agreement, even if advised of the possibility of such damages. Each party's total cumulative liability shall not exceed the total amounts paid or payable under this Agreement in the twelve (12) months preceding the claim. Any liquidated damages provision shall be enforceable only as a reasonable forecast of compensatory harm and not as a penalty (*Hyman v. Cohen*, 73 So. 2d 393 (Fla. 1954)).

**12. INSURANCE.** The Vendor shall maintain, at its own expense, commercially reasonable insurance during the term of this Agreement: (check one)

- General liability insurance with a minimum combined single limit of \$
- No minimum insurance amount is required under this Agreement.

**13. TERMINATION.** This Agreement may be terminated as follows: (check all that apply)

- For Cause: written notice of material breach; cure period of \_\_\_\_\_ days from notice of breach.
- For Convenience: by either party upon \_\_\_\_\_ days' prior written notice to the other party.

Upon termination, the Client shall pay the Vendor for all goods delivered and services performed through the effective date of termination, less any damages owed to the Client for the Vendor's breach. Sections 7 through 11 and Section 14 shall survive any expiration or termination of this Agreement.

**14. GOVERNING LAW AND DISPUTE RESOLUTION.**

This Agreement shall be governed by the laws of the State of Florida, without regard to conflict-of-law principles. Any action to enforce this Agreement shall be brought in a court of competent jurisdiction in Florida. Written contract claims must be initiated within five (5) years per Fla. Stat. § 95.11(2)(b). Any provision permitting one party to recover attorney's fees is automatically made reciprocal by Fla. Stat. § 57.105(7), entitling the prevailing party to recover its reasonable attorney's fees and costs. Charging interest exceeding 18% per annum (or 25% on extensions over \$500,000) constitutes unlawful usury under Fla. Stat. § 687.02.

**15. GENERAL PROVISIONS.**

Severability: If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force. Entire Agreement: This Agreement constitutes the complete understanding of the parties and supersedes all prior negotiations; amendments must be in writing and signed by both parties (Fla. Stat. § 672.201). Assignment: Neither party may assign its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld. Notices: All notices shall be in writing and delivered personally, by certified mail, or by email with written confirmation. Fictitious Names: If either party executes this Agreement under a trade or fictitious name, that name must be registered under Fla. Stat. § 865.09 or the Agreement may be subject to enforceability challenges. Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original, and electronic signatures are deemed valid under Fla. Stat. § 668.50.

**16. ADDITIONAL TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

**VENDOR**

**CLIENT**

Signature:

Signature:

Date:

Date:

Printed Name:

Printed Name:

Title:

Title: