

**EXHIBIT A**

1. This is a contract of sale, for services, consulting agreement (choose one) between \_\_\_\_\_(hereinafter “vendor”), represented by, \_\_\_\_\_, and the Parish of Ascension (hereinafter “Parish”), represented herein by **Clint Cointment**, who is duly authorized to act.
2. Vendor agrees to deliver the product or services specifically stated in the Purchase Order being awarded. (Attached to this contract as an Exhibit) Scope of work/services/product will be delivered under this agreement for an entire year, and the Scope of work/services/product will differ as per the specific Purchase Order being awarded. All products are warranted to be delivered in good condition as per specifications outlined by the parish. No legal warranties granted by Louisiana law, including but not limited to the Warranties against redhibitory devices, workmanship, etc. shall be waived by the Parish, and no other such language in any document submitted by vendor shall overrule this right.
3. Indemnification/Attorney’s fees. VENDOR agrees to defend, indemnify, save and hold OWNER harmless from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur or in any way grow out of any negligent act, error or omission of the VENDOR, its agents, servants and employees, and any and all costs. VENDOR is absolutely liable for any and all actions of or by any employees retained by VENDOR in conjunction with the services to be performed pursuant to this contract. Should it be necessary for either party to hire an attorney to collect or enforce any rights under this agreement, then the non-prevailing party shall be responsible for reasonable attorney’s fees to the prevailing party.
4. All disputes that arise under this agreement shall be resolved in the 23<sup>rd</sup> Judicial District Court and the vendor herein submits to Ascension Parish as proper venue.
5. Neither the vendor herein, nor his employees, are made employees, agents, or granted any authority by the execution and performance of this agreement so as to render them entitled to benefits other than the statutes listed under 23:1166. Vendor directs his own employees, and only fulfills the scope of services/product through his own discretion. The Parish of Ascension is herein recognized as the statutory employer of the vendor as provided for in La. R.S. 23:1061.
6. I have reviewed the Louisiana Code of Ethics, “General Prohibitions” LA R.S. 42:1111 through 42:1121 and declare that I am not a prohibited source as prescribed by the Code of Governmental Ethics.
7. Term. This agreement is effective upon execution and shall remain in effect unless and until either party terminates this agreement by at least 30 days written notice to the other party. This Agreement shall apply to any and all purchase orders issued by the Parish to the Vendor within a four year time period beginning on January 6, 2024 and ending December 31, 2027.

Parish of Ascension  
State of Louisiana

\_\_\_\_\_  
Clint Cointment, Parish President

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date