



Terms & Conditions

By providing services to the Ernest N. Morial New Orleans Convention Center (the “Convention Center”), New Orleans Public Facility Management, Inc. (“NOPFMI”), and the Ernest N. Morial New Orleans Exhibition Hall Authority (the “Authority”)(collectively “Owner”) your company (“Company”) agrees to be bound by our terms and conditions. Further agreeing, when accessing the Owner’s facility, you shall be subject to rules, regulations and safety guidelines while working in and around the Convention Center. These terms and conditions supersede any other agreements and maybe amended by the Owner at any time.

Payment: Invoices for services and expenses may be submitted electronically upon completion of the services to the accounts payable department via email at accounts_payable@mccno.com. Invoices shall include back-up documentation such as timesheets, spreadsheets, receipts, etc. to support the invoice amount. The Owner shall make payment of approved invoice sums within forty-five (45) calendar days after receipt of a properly documented invoice. No tax is applicable to goods and services sold to the Owner. A tax-exempt certificate will be submitted to you upon request. Payment will not occur until all required documentation is submitted to Owner. Payment will be made electronically.

Shipping Terms, F.O.B. Destination: Prices: Where contract is for the sale of goods, all goods, unless expressly stated otherwise, shall be delivered FOB final destination to Ernest N. Morial Convention Center Receiving Docks I or 2 in New Orleans, LA 70130. All delivery charges to be prepaid by Company. Owner does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by Company at no additional cost to Owner.

Acceptance of Goods or Services: The products delivered will remain the property of the Company, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by Owner and is in compliance with the terms in the contract. Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, Owner reserves the right to terminate the Contract or initiate corrective action on the part of the Company, to include return of any non-compliant goods to the Company at the Company’s expense, requiring the Company to either provide a direct replacement for the item, or a full credit for the returned item. The Company shall not assess any additional charges for any conforming action taken by Owner under this clause. Owner will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or contract, may be procured by Owner on the open market, and any increase in cost may be charged against the Company. Any cost incurred by Owner in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Company by Owner for any contract or financial obligation.

Estimated Quantities: If applicable, estimated quantities or dollars are for the Company's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. Owner is not obligated to place any order for a given amount subsequent to the award of a solicitation. In no event will Owner be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

Purchase of Other Items: While Owner has listed all major items within a solicitation, there may be ancillary or similar items purchased by Owner during the term of a contract. Company will provide a price quote for the ancillary items. The County may request price quotes from all Companies under contract if there are multiple contracts. Owner reserves the right to award these ancillary items to the primary Company, another Company based on the lowest price quoted, or to acquire the items through a separate solicitation.

Reimbursable Travel Expenses: Travel expenses (if applicable) shall be billed at reasonable and actual cost and shall be supported by documentation in the form of detailed receipts and/or invoices. **The OWNER must pre-authorize all travel expenses.** Travel expenses include, but are not limited to: tolls, parking, airfare, hotel accommodations, and meals at reasonable and customary rates. Guidelines for reasonable travel expenses include: (i) coach air fare, (ii) mid-size car rentals, (iii) lodging at reasonable business hotel, and (iv) meals at actual and reasonable cost (no alcohol). If reimbursement for meals is requested, an itemized receipt is required to ensure compliance with applicable state law. Mileage will be reimbursed at the then-current IRS rate. Reimbursable travel expenses will be paid if proper supporting documentation is provided and if the OWNER gives pre-authorization. Travel reimbursement requests will follow the procedure used for payment of invoices, above.

Insurance: All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Company is responsible for keeping required insurance current until service is completed. Insurance requirements are available at <https://exhallnola.com/opportunities/insurance-requirements/>.

Indemnity: The Company shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Owner and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work that is the subject of this Agreement (the "Work"), provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist. This indemnity agreement shall also specifically apply to all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, or resulting from the use of any machinery, equipment, tools, or other paraphernalia furnished by the Owner for use by the Contractor, any Subcontractor, or any one directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Notwithstanding the forgoing, it is agreed that Contractor's indemnification hereunder, shall not apply to the extent that such damage or resulting loss is attributed to the gross negligence or willful misconduct of the Owner.

In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor

under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the Contractor under this Section shall not extend to the liability of the Owner, its agents or employees, arising out of (1) the preparation or approval of reports, opinions, change orders or specifications, or (2) the giving of or the failure to give directions or instructions by his agents or employees provided such giving or failure to give is the primary cause of the injury damage.

Termination: This Agreement may be terminated by the Owner or by mutual consent upon thirty (30) days written notice. Either the Owner or the Company may terminate this Agreement for cause immediately and without further notice if the other Party has failed or refuses to comply with the terms and conditions of the Agreement.

Data Confidentiality: Any financial, personal, technical and other data and information relating to the Owner's operation which it deems confidential by the Owner and made available to the Company in order to carry out this Agreement, or which becomes available to the Company in carrying out this Agreement shall be protected by the Company from unauthorized use and disclosure.

Force Majeure: Except in the event of pandemics or epidemics, which shall be governed by the section immediately below, either Party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion, or inability due to any of the aforementioned causes to obtain necessary labor, materials, or facilities. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other party, provided that failure to give such notice shall not in any way limit the operation of this provision.

Pandemic/Epidemic: In the event Company's ability to perform this Agreement is affected, either directly or indirectly, by a pandemic or epidemic, including but not limited to the COVID-19 pandemic, Company shall immediately notify Owner. Such notice shall include the specific ways in which Company's performance is affected, the extent and anticipated duration of those effects, as well as Contractor's proposed plan to mitigate the effects. Upon receipt of such notice, Owner will respond within a reasonable period of time accepting, rejecting, or offering modifications to Contractor's proposed plan. If the Parties cannot agree on a mitigation plan, the Owner may, at Owner's option, suspend or terminate the Agreement.

Governing Laws: This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Louisiana without regard to conflict of laws rules. Exclusive venue for any litigation shall be Civil District Court of Orleans Parish, Louisiana.