



Circuit Court in Conway, South Carolina, or appropriate magistrate's court in Horry County, South Carolina.

**1.5. Merger, Amendment, and Waiver:** This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between Waccamaw and Contractor concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of Waccamaw and Contractor. Forbearance by Waccamaw from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle Contractor to rely upon such forbearance in the event of another similar breach by Contractor of the terms of this Contract. Any variance to the terms of this Contract shall be signed by a duly authorized signatory of each of the parties and attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

**1.6. Compliance with Federal, State and Local Laws:** Contractor shall comply with all applicable federal, state and local laws, rules and regulations in providing the services described herein.

**1.6.1. Compliance with Laws Prohibiting Discrimination:** Contractor agrees to comply with all applicable laws prohibiting discrimination in the workplace and in the provision of services hereunder including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Title I of the Americans with Disabilities Act of 1990; the Equal Pay Act of 1963; and the South Carolina Human Affairs Law.

- 1.7. By entering into this Contract, Contractor affirmatively warrants that Contractor is currently in compliance with such laws, and further warrants that during the term of this Contract, Contractor shall remain in compliance therewith.
2. **SCOPE OF SERVICES:** Contractor shall perform those tasks set forth in Exhibit A which is attached hereto and is incorporated herein by reference, within the time limits and pursuant to the schedule, if any, set forth in Exhibit A.
3. **PAYMENT FOR SERVICES:**
  - 3.1. The costs of services are set forth in Exhibit B of this Contract. Contractor will bill Waccamaw upon the acceptance by Waccamaw of the performance thereof. Contractor' invoice to Waccamaw will be on a basis of net 15 days after receipt by Waccamaw of invoice. Invoices in respect of necessary services rendered by Contractor after a notice of termination, as set forth herein, shall be payable by Waccamaw as if this Contract continued in full force and effect.
  - 3.2. Payment for services not included in the Scope of Services constitute additional charges to Waccamaw, at rates and intervals to be agreed between Waccamaw and Contractor in a written instrument executed prior to the performance of such services.
  - 3.3. Contractor shall communicate regularly with Waccamaw concerning its coordination, management and control of all services provided under this Contract.
4. **WARRANTIES OF CONTRACTOR AND WACCAMAW:**
  - 4.1. Waccamaw warrants that it has the lawful authority required under State law to enter into and perform this Contract.
  - 4.2. Contractor warrants that it has:
    - 4.2.1. All necessary licenses and consents required for it to enter into and fully perform the Scope of Services set forth on Exhibit A, and is in good standing in the State of South Carolina;

- 4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify Waccamaw against any and all claims arising under or as a result of the performance of this Contract; and
- 4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against Waccamaw, by the entry into or performance of this Contract by Contractor.
- 4.3. Contractor warrants that it shall throughout the term of this Contract:
  - 4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession or occupation in South Carolina;
  - 4.3.2. Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, and general liability in those amounts required by law and/or sufficient to cover Contractor's contractual obligations, including the indemnity clause.
  - 4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by Contractor to third parties or employees, agents, or sub-contractors of Contractor, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

5. **EARLY TERMINATION OF CONTRACT:** Waccamaw and Contractor each shall have the right, upon thirty (30) days written notice, to terminate this Contract, and thereafter Waccamaw shall have no obligation to pay for services provided by Contractor except up to the effective date of termination of this Contract. In the event, Contractor exercises its right to terminate this Contract, Contractor will not cease services for a reasonable period of time, said time period to be determined by Waccamaw but not to exceed ninety (90) days, to allow Waccamaw to procure another Contractor.

6. **INDEPENDENT CONTRACTOR STATUS:** Contractor shall not, by entering into this Contract, become a servant, agent, or employee of Waccamaw, but shall remain at all times an independent contractor to Waccamaw. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between Contractor and Waccamaw, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

7. **NOTICES TO PARTIES:** All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

7.1. **To Waccamaw:**

7.1.1.

Elizabeth L. Fryar, Executive Director  
Waccamaw Economic Opportunity Council, Inc.  
1261 Hwy 501E, Suite B  
Post Office Box 1467  
Conway, SC 29528

7.2. **To Contractor:**

7.2.1.

7.3. **Form of Notice:** All notices required or permitted under this Contract shall be effective:

7.3.1. On the third (3<sup>rd</sup>) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

7.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

8. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:** Contractor agrees to indemnify, hold harmless, protect and defend Waccamaw and Waccamaw's board members,

agents, representatives, and employees from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, expert witness fees and court costs, that are alleged to have occurred in whole or in part as a result of or due to the negligence or fault of Contractor, its agents, consultants, employees or representatives, or otherwise arising out of this Contract, regardless of whether or not such claim, loss, liability, damage, cost or expense is caused in part by any party indemnified hereunder.

IN WITNESS WHEREOF, the parties have executed this Contract in duplicate originals, each of which shall be deemed to be an original on the Effective Date first above written.

**WITNESS:**

\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

(Name)

(Title)

\_\_\_\_\_  
Taxpayer Identification Number

**WITNESS:**

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**WACCAMAW ECONOMIC OPPORTUNITY  
COUNCIL, INC.**

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Elizabeth L. Fryar, Executive Director