



**Indemnity**

Each party of this Agreement shall be responsible for claims and damages to persons or property resulting from the acts or omissions on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other.

Should either party cancel the contract due to health, accident, death, Act of God, or other circumstances, the total liability for the cancellation shall not exceed the cost of the contract cancelled.

**Termination**

It is mutually agreed that this Agreement may be terminated by either the Purchasing Manager, as agent of  (Name of Organization) \_\_\_\_\_, or by Nancy Broege upon giving written notice to the other party fourteen (14) days in advance of the date of termination. If the Agreement is terminated for any reason, any reports, data or work products gathered or created by Nancy Broege prior to termination shall become the property of  (Name of Organization) \_\_\_\_\_. If termination should occur pursuant to this section, reimbursement to Nancy Broege shall be made on the basis of work performed to that date as determined by  (Name of Organization) \_\_\_\_\_. Determination of final adjustments, either payments or refunds, shall be made by  (Name of Organization) \_\_\_\_\_.

**All Writing Contained Herein**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**Property Rights Reserved**

No property right shall accrue to any individual as a result of the performance of this Agreement; and all correspondence, papers, documents, reports, files, or other work products and all copies thereof prepared or produced, shall remain the property of  (Name of Organization) \_\_\_\_\_.

IN WITNESS WHEREOF,  (Name of Organization) \_\_\_\_\_ and Nancy Broege have executed this Agreement of 3 pages.

(Name of Organization) \_\_\_\_\_,

Nancy Broege

\_\_\_\_\_  
(Authorized Signature)  
(Title)

\_\_\_\_\_  
Authorized Representative  
\_\_\_\_\_  
Printed Name and Title  
Date \_\_\_\_\_