

AGREEMENT FOR EXCHANGE OF GOODS

The State of Arizona through the Arizona State Library, Archives and Public Records, a Division of the Office of the Secretary of State ("Agency") is providing equipment pursuant to the Privacy on Demand (POD) grant initiative.*

This agreement is made and entered into by Agency and _____ ("Library") for the purpose of granting an enclosed, portable structure that provides a sound-insulated meeting location ("Equipment") for use by Library.

A. Scope of Contract: Equipment provided to the Library and will be used in accordance with the grant guidelines and becomes property of the Library upon delivery. Library is responsible for all installation requirements.

B. Terms and Conditions:

1. Governing Law. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing agreements and mandatory contract provisions of state agencies as required by statute and executive order, including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona. The laws of the State of Arizona shall govern any interpretation of this Agreement and venue in any case of dispute shall be in Maricopa County.
2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Agreement are part of this Agreement as if fully stated in it.
3. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
4. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
5. Indemnification. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
6. Assumption of Risk. From the time the Equipment is delivered to the Library, the Library assumes all risks of loss and responsibility for any damage Library causes to the Equipment.
7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or

acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8. Arbitration. The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
9. Counterparts. This Agreement may be executed by the parties simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Agency Signature:

(Click [here](#) for instructions to sign electronically)

Agency Representative:

Date:

Library Signature:

(Click [here](#) for instructions to sign electronically)

Authorized Library Representative:

Date:

*The POD grant opportunity is designed to enhance library services that meet the needs of their communities. Awarded libraries will be shipped one (1) private meeting room pod for use in public areas of the library. Enclosed, sound-insulated meeting pods may benefit community members by providing a private space for purposes such as telehealth appointments, mental health counseling, virtual legal counsel, virtual prison visitation, accessing tele-services, private face-to-face meetings, and distraction free workspace.