

Boilerplate Clause Meanings

Boilerplate clauses, also known as standard, miscellaneous, or general clauses, are **clauses that are found at the end of most legal documents**. These provisions address a range of things such as what happens if a document is declared unenforceable, how disputes will be resolved, which laws govern the contract, and more.

Assignment Clause : transfers a contract or part of a contract to another legal entity.

ASSIGNMENT. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Audit Clause: provides a right to inspect materials in the possession or control of the other contracting party.

AUDIT. Each Party shall have the right, upon reasonable advance notice, and at its sole expense (unless the other Party has defaulted under this Agreement, in which case the Defaulting Party shall bear the expense) and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party statements evidencing the quantities of Products delivered or provided hereunder. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof shall be made promptly and shall bear interest at the Late Payment Rate from the date the overpayment or underpayment was made until paid.

AUDIT. Upon prior notice, but not more frequently than once each Lease Year, Tenant shall have the right to examine Landlord's books and records with regard to Common Area Expenses or Operating Expenses, as applicable during normal business hours. If Tenant disputes the amount of Common Area

Expenses or Operating Expenses, as applicable set forth in any Actual Statement delivered by Landlord or otherwise paid by Tenant, Tenant must notify Landlord of such dispute in writing within three months following Tenant's receipt of the Actual Statement. Tenant's failure to notify Landlord of a dispute within said three month period shall be deemed Tenant's acceptance and approval of the accuracy of the Actual Statement. Provided Tenant has timely given the required dispute notice and has paid the amounts claimed to be due under the Actual Statement (including the disputed amount), Tenant shall have the right, to be exercised, if at all, not later than three months after the date Tenant gave the dispute notice, to cause Landlord's books and records with respect to the relevant Lease Year to be audited by a certified public accountant, or by another Tenant representative mutually acceptable to Landlord and Tenant. The amounts payable under the preceding paragraph by Landlord to Tenant or by Tenant to Landlord as the case may be shall be appropriately adjusted on the basis of such audit. If such audit discloses a liability for further refund by Landlord to Tenant in excess of 5% of the Common Area Expense payments or Operating Expense payments (as applicable) previously made by Tenant for such Lease Year, Landlord shall pay for the reasonable cost of the audit not to exceed \$7,500.00; otherwise, Tenant shall pay for the cost of the audit. Notwithstanding the foregoing, if any audit conducted by Tenant discloses that Landlord over-reported Common Area Expenses or Operating Expenses by more than 5% for the period covered by the audit, then Tenant shall be entitled to audit Common Area Expenses for all preceding years as to which records are available; Landlord shall maintain said records for a minimum of 60 months after the end of each Lease Year.

AUDIT. Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to the provisions of the Transaction Documents. The scope of such examination will be limited to the 24 Months preceding the date such notice of audit, statement, charge or computation was presented. No Party may conduct more than one audit (taking all Transaction Documents to which Producer is a party together) of another Party during any Year (except that, if a Party is in default hereunder, additional audits may be conducted during the continuance of such default). If any such examination reveals any inaccuracy in

any statement or charge, the necessary adjustments in such statement or charge and the payments necessitated thereby shall be made within 60 Days after resolution of the inaccuracy. This provision of this Agreement will survive any termination of this Agreement for the later of (a) a period of 24 Months from the end of the Year in which the date of such termination occurred or (b) until a dispute initiated within the 24 Month period is finally resolved, in each case for the purpose of such statement and payment objections.

Break Clause: allows early termination of the contract before the default end date. In accordance with English property law, such clauses are typical in tenancy agreements, so as to allow a tenancy to come to an end before the end date stated in the agreement. A break clause may be invoked by either the landlord or the tenant.

BREAK CLAUSE. The Tenant shall be entitled by giving not less than six (6) months notice in writing to the Landlord to terminate this Lease at 28th February 2010 and PROVIDED THAT the Tenant shall not be in arrears of any monies payable under the Lease at the expiry of such notice and shall with such notice pay to the Landlord a sum equivalent to the then payable Rent and Additional Rent (including Value Added Tax) for the period of six months as compensation for such termination (but for the avoidance of doubt this compensation payment shall not relieve the Tenant of the obligation to pay the Rent and the Additional Rent for the period up to the expiry of such notice) and from the expiration of such notice this Lease shall absolutely cease and determine but without prejudice to any right or remedy of the Landlord or Tenant in respect of any antecedent breach by the other party of the provisions of this Lease and upon termination the Tenant shall deliver to the Landlord the original of this Lease.

Change of Control Clause: a provision in an agreement giving a party certain rights (such as consent, payment or termination) in connection with a change in ownership or management of the other party to the agreement. Not all change of control provisions are triggered by the same action. For example, a change of control may be triggered by a sale of more than 50% of a party's stock, a sale of substantially all the assets of a party or a change in most of the board members of a party.

CHANGE OF CONTROL: means a change in the direct or indirect ownership of more than 50% of the voting power on the board or members of the named entity.

[...]

The Customer shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement by 3 months' written notice to the Supplier, if there is a Change of Control of the Supplier.

Notice of termination under this clause must be given within three calendar months of notice in writing that such events have or will take place.

Choice of Law / Applicable Law / Governing Law Clause: sets the law which will be used to interpret a contract.

APPLICABLE LAW. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

Conclusive Evidence Clause: minimises or avoids disputes in respect of calculation(s) of sums due to be paid by the paying party.

CONCLUSIVE EVIDENCE. A certificate signed by an officer of the Lender shall be conclusive evidence as to any rates or amounts to be calculated or owing under or in respect of this Agreement (save for demonstrable error).

CONCLUSIVE EVIDENCE. AFEX shall be entitled to rely on its own record of any information or data relating to the Client as conclusive evidence of the fact against that Client for all purposes save for manifest error.

Conditions Precedent: makes commencement of (1) contracts, (2) contractual obligations, or (3) benefits received under a contract, conditional on an event or state of affairs.

CONDITION PRECEDENT. This Amendment shall become effective and be deemed effective, as of the date first above written, upon receipt by the Agent of one copy of this Amendment duly executed by each of the parties hereto.

Conditions Subsequent: termination of a contractual duty or right, or the entire contract dependant upon a state of affairs or an event.

CONDITION SUBSEQUENT. After this Agreement becomes effective and any party becomes obligated under it, all of the following conditions shall continue

to be satisfied at Borrowers' sole cost and expenses in a manner acceptable to Bank in the exercise of Bank's reasonable judgment or such failure by Borrower to comply with such conditions shall be an Event of Default under the Loan:

CONDITION SUBSEQUENT. This Agreement shall terminate, automatically, without any procedures being taken, in the event that the Qualified Person is not in the position of director, corporate executive officer, or employee of the Corporation or of the Sony Group Companies on the Allotment Date.

Confidentiality Clause: maintains secrecy of confidential information without a separate non-disclosure agreement.

CONFIDENTIALITY. The parties to this Agreement agree that each shall treat as confidential all information provided by a party to the others regarding such party's business and operations, including without limitation the investment activities or holdings of the Fund. All confidential information provided by a party hereto shall be used by any other parties hereto solely for the purposes of rendering services pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this Section 3.2 or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

Consequences of Termination Clause: expressly specifies rights and obligations - or extinguish them - when a contract ends.

CONSEQUENCES OF TERMINATION. In the event of termination of this Agreement, Sections 4, 8, 9, 10, 12(b), 12(e), 16, 20 and 23(b) shall survive such termination of this Agreement. Section 15 of this Agreement shall survive for a period of two (2) years following termination of this Agreement. Termination of this Agreement shall immediately and unconditionally revoke any and all powers of attorney granted to the Sub-Adviser under this Agreement.

CONSEQUENCES OF TERMINATION. Any termination payments made and benefits provided under this Agreement to Executive shall be in lieu of any termination or severance payments or benefits for which Executive may be eligible under any of the plans, policies or programs of the Company or its affiliates, it being understood that any Long-Term Awards (as defined in Section 11 hereof) shall be treated as addressed in Section 11 hereof. Upon termination of Executive's employment, the following amounts and benefits shall be due to Executive(...)

Contractual Lien Clause: establishes a contractual right to withhold possession of property as possessory security for a debt.

LIEN. Owners shall have a lien upon all cargoes and all freights, sub-freights and demurrage for any amounts due under this charter; and Charterers shall have a lien on the Vessel for all monies paid in advance and not earned, and for all claims for damages arising from any breach by Owners of this charter.

Costs Clause: fixes rights of recovery for costs and expenses of the other party for the preparation of the agreement.

COSTS CLAUSE: The Parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement. Costs. The Purchaser shall pay any commissions due its salesmen and the legal fees and expenses of its attorneys and custodial fees.

Counterparts Clause: puts beyond doubt that parties may sign separate copies of a contract and be legally bound, and avoid signing the same document. They facilitate settlement when the parties are not in the same place at the same time.

COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Cumulative Rights Clause: expressly preserves legal rights at termination of a contract which existed before termination.

CUMULATIVE RIGHTS. The rights and remedies of any party under this Agreement and the instruments executed or to be executed in connection herewith, or any of them, shall be cumulative and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

Currency Clause: designates the currency of payment of amounts under a contract.

CURRENCY. Unless otherwise specified in this Agreement, all references to currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars and all payments hereunder shall be made in United States dollars.

Entire Agreement Clause: to negate contractual arrangements and understandings preceding the current contract being agreed, other than where specified.

ENTIRE AGREEMENT. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Force Majeure Clause: suspend performance of a contract during an intervening force majeure event outside the control of the parties, and/or terminate the contract.

FORCE MAJEURE. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following **force majeure** events ("**Force Majeure** Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

Further Assurance Clause: promises to do things not specifically stated in the contract to support the principal performance obligations

FURTHER ASSURANCES. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

Guarantee: an assurance by a person who is a third party to a contract (commonly a loan) that that contract will be performed and if it's not, the guarantor will be liable for the failure.

GUARANTEE. (a) Subject to this Article 10, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Company hereunder.

GUARANTEE. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Secured Parties and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

Indemnity Clause: enhances recovery for breach of contract - usually warranties - and create a separate, standalone right of recovery for failures to perform contractual obligations.

INDEMNITY. The undersigned agrees to indemnify and hold harmless the Company, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

INDEMNITY. The Warrant Agent shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith. The Company agrees to indemnify the Warrant Agent and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Warrant Agent in the execution of this Agreement, except as a result of the Warrant Agent's gross negligence, willful misconduct or bad faith.

INDEMNITY: The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common,

constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case.

Independent Contractor Clause: makes clear the intended legal relationship between two contracting parties to avoid the application of the Partnership Act.

INDEPENDENT CONTRACTORS. Both Parties are independent contractors under this Agreement. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

Joint and Several Liability Clause: renders two or more persons jointly and severally liable to perform a single promise.

JOINT AND SEVERAL OBLIGATIONS. If more than one person executes this Lease as Tenant, their execution of this Lease will constitute their covenant and agreement that (i) each of them is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant, and (ii) the term "Tenant" as used in this Lease means and includes each of them jointly and severally. The act of or notice from, or notice or refund to, or the signature of any one or more of them, with respect to the tenancy of this Lease, including, but not limited to, any renewal, extension, expiration, termination or modification of this Lease, will be binding upon each and all of the persons executing this Lease as Tenant with the same force and effect as if

each and all of them had so acted or so given or received such notice or refund or so signed.

Jurisdiction Clause: fixes the courts of a recognised country in which disputes arising from or connected to the contract will be resolved.

JURISDICTION. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in any federal or state court located in the County and State of New York, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 10(a) shall be deemed effective service of process on such party.

Language Clause: sets the language for interpretation of a contract where it is prepared in 2 or more languages and/or the language for delivery of services.

LANGUAGE. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions of this Agreement in any other language shall be for accommodation only and shall not be binding upon the parties. All communication, notices, or other documents to be made, given, or approved pursuant to this Agreement shall be made in the English language.

Non-Reliance Clause: minimise or excludes potential liability for pre-contractual (mis)representations for the purposes of the law of misrepresentation.

NON-RELIANCE. Tenant confirms it has not relied on any statements, representations, or warranties by Landlord or its representatives except as set forth herein.

NON-RELIANCE. Each Party acknowledges that in agreeing to this Agreement it has not relied on any oral or written representation, warranty or other assurance, except as otherwise set forth in this Agreement, and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a Party for fraud.

Notices Clause: specifies agreed methods to serve of contractual notices on other contracting parties.

NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third (3rd) business day after the date on which it is so mailed:

Partnership and Agency Clause: prevents other contracting parties having authority to legally bind the other parties.

NO PARTNERSHIP OR AGENCY. Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Precedence Clause: prioritises importance of contract terms in different parts of contracts when a conflict or inconsistency arises.

PRECEDENCE. The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the

main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

PRECEDENCE. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

Order of Precedence - Uniform Contract Format (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

Publicity Clause / Announcements Clause: sets ground rules for public statements about the contract and/or the contractual relationship between the parties.

PUBLICITY. The Company and Investor shall consult with each other in issuing any press releases or otherwise making public statements with respect to the transactions contemplated hereby and no party shall issue any such press release or otherwise make any such public statement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed, except that no prior consent shall be required if such disclosure is required by law, in which such case the disclosing party shall provide the other parties with prior notice of such public statement. Notwithstanding the foregoing, the Company shall not publicly disclose the name of Investor without the prior written consent of such Investor, except to the extent required by law. Investor acknowledges that this Agreement and all or part of the Transaction Documents may be deemed to be "material contracts" as that term is defined by Item 601(b)(10) of Regulation S-K, and that the Company may therefore be required to file such documents as exhibits to reports or

registration statements filed under the Securities Act or the Exchange Act. Investor further agrees that the status of such documents and materials as material contracts shall be determined solely by the Company, in consultation with its counsel.

Set-Off Clause: reduces the sum payable (or not) by a debtor arising from sums owed by the other party.

SET-OFF. In addition to any rights and remedies of the Lenders provided by law, upon the occurrence and during the continuance of any Event of Default, each Lender is authorized at any time and from time to time, without prior notice to the Borrower, any such notice being waived by the Borrower to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other indebtedness at any time owing by, such Lender to or for the credit or the account of the Borrower against any and all Obligations owing to such Lender hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not the Administrative Agent or such Lender shall have made demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or indebtedness. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set-off and application made by such Lender; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application.

SET-OFF. The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

Severance Clause: deletes unlawful clauses and/or parts of clauses from contracts.

SEVERANCE. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is

not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

Subcontracting Clause: prohibits contracting parties using subcontractors to perform contract works .

SUBCONTRACTING. The Contractor shall not subcontract an amount exceeding ten percent (10%) of this Agreement's Contract Amount to any single Subcontractor for any Work provided hereunder, unless the Judicial Council agrees to the subcontract in writing. Sample 1 Sample 2 Sample 3 See All (218) Subcontracting. The Company agrees that the Transfer Agent may subcontract for certain of the services described under this Agreement with the understanding that there shall be no diminution in the quality or level of the services and that the Transfer Agent remains fully responsible for the services. Except for out-of-pocket expenses identified in Schedule B, the Transfer Agent shall bear the cost of subcontracting such services, unless otherwise agreed by the parties.

SUBCONTRACTING. Without affecting the liabilities of the parties under this Agreement the State and the Company shall have the right from time to time to entrust to third parties the carrying out of any portions of the activities which it is authorised or obliged to carry out hereunder.

SUBCONTRACTING. No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without the express written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract. In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

Successors and Assigns Clause: parties' assigned rights are bound by the same terms of the contract.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Survival of Terms Clause: lists which clauses continue in effect after termination, and allow for continuation of other terms in the circumstances of termination.

SURVIVAL OF TERMS. The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

Suspension Clause: suspends performance of a contract under specified circumstances, such as failures to pay sums due or other specified circumstances.

SUSPENSION. This Agreement shall be suspended upon any of the following events, and shall remain suspended until such event is rectified:[...]

SUSPENSION. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

SUSPENSION. The Employer may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

SUSPENSION. The Borrower shall voluntarily suspend the transaction of business or allow to be suspended, terminated, revoked or expired any permit, license or approval of any governmental body necessary to conduct the Borrower's business as now conducted.

SUSPENSION. Delaware may suspend performance by Vendor under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

SUSPENSION. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to OneTone that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1 above: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.

Term of Contract Clause / Duration: fixes the time that a contract remains in force, subject to earlier termination.

DURATION CLAUSE. This Agreement shall govern the rights of the Board and the Association from July 1, 2008 2010 through June 30, 2009 2011. The length of this Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement between the Board and the Association may be altered, changed, added to, deleted from, or

modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.

Termination Clause / Break Clause: expresses rights for one or more parties to bring a contract to an end, such as repudiatory or material breach .

TERMINATION. This Agreement shall terminate as follows: Sample 1 Sample 2 Sample 3 See All (4k) Save Copy Termination. 10.1. This Agreement shall continue in full force and effect until the first to occur of: Sample 1 Sample 2 Sample 3 See All (2k) Save Copy Termination. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA. Sample 1 Sample 2 Sample 3 See All (2k) Save Copy Termination. This Agreement may be terminated at any time after December 31, 2021 upon the election by either the Company or the Purchaser upon written notice to the other party if the closing of the Public Offering does not occur prior to such date. Sample 1 Sample 2 Sample 3 See All (2k) Save Copy Termination. This Agreement may be terminated at any time, and without payment of any penalty, by the Board, on behalf of the Fund, upon sixty (60) days' written notice to the Advisor. This Agreement may not be terminated by the Advisor without the consent of the Board. This Agreement and the Control Agreement will automatically terminate, with respect to the Fund listed in Appendix A if the Advisory Agreement for the Fund is terminated and the Fund continues to operate under the management of a new investment adviser, with such termination effective upon the effective date of the Advisory Agreement's termination for the Fund.

Third Party Rights Clause: prevents from (or permits) the contract being enforced by third parties to the contract, to preserve privity of contract .

THIRD PARTY RIGHTS. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

Time of the Essence Clause: time for performance made a condition of the contract .

TIME IS OF ESSENCE. Time is of the essence of this agreement and each of its terms.

TIME IS OF ESSENCE. Failure of any of the parties to insist, in one or more instances, on performance by the others in strict accordance with the terms and conditions of this agreement shall not be deemed a waiver or relinquishment of any right granted hereunder of the future performance of any such term or condition or of any other term or condition of this agreement, unless such waiver is contained in a writing signed by or on behalf of all the parties.

Variation Clause: prevents amendments to a contract other than by an agreed method.

VARIATION. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

Waiver Clause: preserves rights for breach of contract, after an election not to exercise a contractual right.

WAIVER. Failure of any of the parties to insist, in one or more instances, on performance by the others in strict accordance with the terms and conditions of this agreement shall not be deemed a waiver or relinquishment of any right granted hereunder of the future performance of any such term or condition or of any other term or condition of this agreement, unless such waiver is contained in a writing signed by or on behalf of all the parties.