

Harris County Appraisal District
Purchasing Office
P. O. Box 920975
Houston, TX 77292-0975
713-957-5214
www/hcad.org

GTA:ADM:001(11/06)

Bidder Application Form

Type of Application ☐ Initial ☐ Revised

Name of Business

Street Address:

City

State

ZIP +4

Telephone Number (area code and number)

Fax Number (area code and number)

Website

Mailing Address for Bid Notices/Purchase Orders

City

State

ZIP + 4

Primary Contact/Account Representative

Telephone Number (area code and number)

Fax Number (area code and number)

Email

Pager (area code and number)

Mailing Address for Payments

City

State

ZIP + 4

Billing Contact

Telephone Number (area code and number)

Fax Number (area code and number)

Payment Terms: _____ % Discount in _____ Days or Net in _____ Days

Legal Structure

☐ Individual ☐ Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other

Business Type

☐ Retail ☐ Manufacturer ☐ Services Contractor ☐ Construction Contractor
☐ Distributor ☐ Manufacturer's Representative ☐ Consultant/Professional ☐ Other _____

Parent Company Name

Federal Employer I. D. or Owner's Social Security Number
(attach completed W9 Form)

Location of Ownership

☐ ☐

Number of Employees

Your Location _____ Company-wide _____

Years in Business

Small Business Concern

☐ Minority Business Enterprise ☐ Women's Business Enterprise ☐ Disadvantaged Business Enterprise ☐ Historically Underutilized Enterprise

Certified by (attach copy of certification)

☐ State of Texas ☐ Metro
☐ City of Houston ☐ Other
☐ Houston Business Council

Property Tax Information for Business

Real Estate Account Number

Business Personal Property Account Number

Name of Owner

Owner's Mailing Address

City

State

Zip Code

(Continued on next page)

References (Please give contact person and telephone number)

Government		Private Sector	
Name of Entity/Agency		Name of Company	
Contact	Telephone Number (area code and number)	Contact	Telephone Number (area code and number)
Name of Entity/Agency		Name of Company	
Contact	Telephone Number (area code and number)	Contact	Telephone Number (area code and number)
Name of Entity/Agency		Name of Company	
Contact	Telephone Number (area code and number)	Contact	Telephone Number (area code and number)

List license or permit, if required, to provide product or service.

Name of License Holder	Type of License/Permit	License/Permit Number

Certification

I do hereby certify that the information provided on this form is true and correct.

Date	Signature of owner or agent
------	-----------------------------

Please indicate all commodity and service classes that apply to your company on the next two pages and return to:

**Harris County Appraisal District
Purchasing Office****Physical Address:**
13013 Northwest Fwy.
Houston, TX 77040**Telephone:**
(713) 957-5214
(713) 957-7401
(713) 957-5260
(713) 957-7418**Fax:**
(713) 957-5208**Mailing Address:**
P. O. Box 920975
Houston, TX 77292-0975

Please indicate all commodity classes that apply to your company:

<input type="checkbox"/> 015 Copying machine supplies: chemicals, inks, papers, etc.	<input type="checkbox"/> 480 Information resources - microcomputer
<input type="checkbox"/> 031 Air conditioning, heating, & ventilating equipment, parts, & accessories	<input type="checkbox"/> 481 Information resources - miscellaneous data processing equipment & supplies
<input type="checkbox"/> 045 Appliances & equipment, household type	<input type="checkbox"/> 482 Information resources - printers, printer accessories, & supplies
<input type="checkbox"/> 050 Art equipment & supplies	<input type="checkbox"/> 483 Information resources - radio equipment & accessories
<input type="checkbox"/> 055 Automobile & truck accessories	<input type="checkbox"/> 484 Information resources - telecommunication equipment & accessories
<input type="checkbox"/> 060 Automobile & truck maintenance items & replacement parts	<input type="checkbox"/> 485 Janitorial supplies, general line
<input type="checkbox"/> 070 Automotive major transportation equipment	<input type="checkbox"/> 490 Laboratory equipment & accessories
<input type="checkbox"/> 080 Badges & other identification equipment & supplies	<input type="checkbox"/> 525 Library machines & supplies
<input type="checkbox"/> 125 Bookbinding supplies (library only)	<input type="checkbox"/> 555 Marking devices
<input type="checkbox"/> 145 Brushes (not otherwise classified)	<input type="checkbox"/> 560 Material handling equipment & allied items
<input type="checkbox"/> 165 Cafeteria & kitchen equipment, commercial	<input type="checkbox"/> 575 Microfiche, microfilm, & other records management equipment & supplies
<input type="checkbox"/> 195 Clocks, timers, & equipment	<input type="checkbox"/> 578 Miscellaneous (not itemized in other classes)
<input type="checkbox"/> 200 Clothing & apparel	<input type="checkbox"/> 600 Office machines, equipment, & accessories
<input type="checkbox"/> 220 Controlling, indicating, & recording instruments & supplies	<input type="checkbox"/> 605 Office mechanical aide, small machines & apparatus
<input type="checkbox"/> 225 Coolers, drinking water	<input type="checkbox"/> 610 Office supplies, carbon paper & ribbon, all types
<input type="checkbox"/> 255 Decals	<input type="checkbox"/> 615 Office supplies (not otherwise classified)
<input type="checkbox"/> 280 Electrical cables & wires (not electronic)	<input type="checkbox"/> 620 Office supplies; erasers, inks, leads, pens, etc.
<input type="checkbox"/> 285 Electrical equipment & supplies (except cables & wires)	<input type="checkbox"/> 625 Optical equipment & supplies
<input type="checkbox"/> 287 Electronic components, miscellaneous electronic equipment, replacement parts, & accessories	<input type="checkbox"/> 630 Paint, protective coatings, varnish, wallpaper, etc.
<input type="checkbox"/> 305 Engineering equipment, surveying equipment, drawing instruments, and supplies	<input type="checkbox"/> 640 Paper & plastic products, disposable
<input type="checkbox"/> 310 Envelopes	<input type="checkbox"/> 645 Paper (for office & print shop use)
<input type="checkbox"/> 317 Equipment rental/lease (without operator)	<input type="checkbox"/> 655 Photographic equipment & supplies
<input type="checkbox"/> 320 Fasteners & supplies	<input type="checkbox"/> 695 Printing & silk screening
<input type="checkbox"/> 340 Fire protection equipment & supplies	<input type="checkbox"/> 700 Printing plant equipment & supplies (except paper)
<input type="checkbox"/> 345 First aid & safety equipment & supplies	<input type="checkbox"/> 712 Photocopier purchase
<input type="checkbox"/> 350 Flags, flag poles, banners & accessories	<input type="checkbox"/> 713 Photocopier rental/lease
<input type="checkbox"/> 360 Floor covering	<input type="checkbox"/> 714 Photocopier rental/lease renewal
<input type="checkbox"/> 365 Floor maintenance machines, parts & accessories	<input type="checkbox"/> 715 Publication & audiovisual materials
<input type="checkbox"/> 395 Forms, continuous (computer paper) & snap-out	<input type="checkbox"/> 730 Radios, television, & electronic testing, measuring, & analyzing equipment & accessories
<input type="checkbox"/> 405 Fuel, oil, grease, & lubricants	<input type="checkbox"/> 735 Rags, shop towels, & wiping clothes
<input type="checkbox"/> 420 Furniture, non-office	<input type="checkbox"/> 780 Scales & weighing apparatus
<input type="checkbox"/> 425 Furniture, office	<input type="checkbox"/> 785 School & higher education equipment & supplies
<input type="checkbox"/> 445 Hand tools (not otherwise classified)	<input type="checkbox"/> 788 Security & fire alarm systems & supplies
<input type="checkbox"/> 450 Hardware, shelf hardware, & allied items	<input type="checkbox"/> 803 Sound systems, components & accessories
<input type="checkbox"/> 477 Information resources - bar code & optical code character readers & printers, scanners, etc.	<input type="checkbox"/> 832 Tape, adhesive
<input type="checkbox"/> 478 Information resources - controllers, direct access storage devices, front end processors, geographic information systems, imaging systems, mainframe central processing units, and accessories	<input type="checkbox"/> 840 Television equipment & accessories
	<input type="checkbox"/> 863 Tires and tubes
	<input type="checkbox"/> 870 Window coverings
	<input type="checkbox"/> 880 Visual education equipment & supplies

Please Indicate all service classes that apply to your company:

<input type="checkbox"/>	905	Aircraft operations	<input type="checkbox"/>	946-48	Financial advisory services
<input type="checkbox"/>	905-05	Aerial photography	<input type="checkbox"/>	946-54	Installment purchase financing
<input type="checkbox"/>	905-20	Charters, aircraft (including helicopters)	<input type="checkbox"/>	946-56	Investment management services
<input type="checkbox"/>	906	Architect, engineer, & other professional design services	<input type="checkbox"/>	946-57	Insurance services
<input type="checkbox"/>	910	Building maintenance & repair: acoustics, carpet, exterior cleaning, insulating, tiling, & related items	<input type="checkbox"/>	946-61	Inventory services
<input type="checkbox"/>	915	Communications & media-related services	<input type="checkbox"/>	946-70	Land surveyors accreditation consulting services
<input type="checkbox"/>	920	Data processing services & software	<input type="checkbox"/>	956	Library services
<input type="checkbox"/>	924	Educational services	<input type="checkbox"/>	961	Miscellaneous professional services
<input type="checkbox"/>	929	Equipment maintenance, reconditioning, & repair services; automotive, heavy industrial	<input type="checkbox"/>	961-15	Concessions, catering & vending services
<input type="checkbox"/>	929-18	Automotive transportation equipment	<input type="checkbox"/>	961-17	Construction management services
<input type="checkbox"/>	929-58	Material handling equipment	<input type="checkbox"/>	961-19	Conservation & resource management services
<input type="checkbox"/>	931	Equipment maintenance, reconditioning, & repair services: appliance, cafeteria, furniture	<input type="checkbox"/>	961-20	Consulting services (not otherwise classified)
<input type="checkbox"/>	931-07	Appliances & equipment, household	<input type="checkbox"/>	961-21	Consulting, specification development
<input type="checkbox"/>	931-30	Cafeteria & kitchen equipment, commercial	<input type="checkbox"/>	961-27	Drug testing services
<input type="checkbox"/>	931-42	Furniture installation & reconfiguration services (including systems Furniture)	<input type="checkbox"/>	961-28	Employee recruitment services
<input type="checkbox"/>	931-46	Furniture, office (including refinishing, upholstering, & reupholstering)	<input type="checkbox"/>	961-30	Employment training & job assistance services
<input type="checkbox"/>	931-53	Lighting fixtures	<input type="checkbox"/>	961-31	Energy conservation administrative services
<input type="checkbox"/>	936	Equipment maintenance, reconditioning, & repair services: general equipment	<input type="checkbox"/>	961-32	Environmental impact studies
<input type="checkbox"/>	936-08	Air compressors & accessories	<input type="checkbox"/>	961-34	Feasibility studies
<input type="checkbox"/>	936-10	Air conditioning, heating, & ventilating equipment	<input type="checkbox"/>	961-44	Insurance management & administrative services
<input type="checkbox"/>	936-12	Alarm equipment	<input type="checkbox"/>	961-50	Legal services
<input type="checkbox"/>	936-15	Binder equipment	<input type="checkbox"/>	961-52	Management administrative consulting services
<input type="checkbox"/>	936-25	Electrical equipment (except cable, wires, & lighting)	<input type="checkbox"/>	961-57	Property management services
<input type="checkbox"/>	936-33	Fire protection systems	<input type="checkbox"/>	961-68	Title & escrow services
<input type="checkbox"/>	936-41	Hand tools	<input type="checkbox"/>	961-75	Translation services
<input type="checkbox"/>	936-43	Hardware equipment, shelf type	<input type="checkbox"/>	962	Miscellaneous services
<input type="checkbox"/>	936-52	Mailroom equipment	<input type="checkbox"/>	962-10	Auctioneer services, miscellaneous surplus property
<input type="checkbox"/>	936-60	Printing plant equipment	<input type="checkbox"/>	962-11	Auctioneer services, vehicles
<input type="checkbox"/>	936-84	Towers: radar, radio, etc.	<input type="checkbox"/>	962-13	Automotive washing, waxing, & polishing services
<input type="checkbox"/>	936-89	Venetian blinds, draperies, & upholstery	<input type="checkbox"/>	962-14	Blue printing services: blue prints, blue line, large engineering reproductions, etc.
<input type="checkbox"/>	938	Equipment maintenance, reconditioning, & repair services: laboratory & testing equipment	<input type="checkbox"/>	962-16	Bottled water services
<input type="checkbox"/>	939	Equipment maintenance, reconditioning, & repair services: computer, office, photographic, radio/television, & word processing equipment	<input type="checkbox"/>	962-23	Coffee services
<input type="checkbox"/>	939-15	Calculating machines	<input type="checkbox"/>	962-24	Courier/delivery services
<input type="checkbox"/>	939-21	Computers & computer equipment	<input type="checkbox"/>	962-40	Hazardous materials services
<input type="checkbox"/>	939-27	Copying machines	<input type="checkbox"/>	962-50	Lubrication & oil change services
<input type="checkbox"/>	939-35	Dictating machines	<input type="checkbox"/>	962-55	Membership dues & fees services
<input type="checkbox"/>	939-42	Intercom & other sound equipment	<input type="checkbox"/>	962-70	Recycling services
<input type="checkbox"/>	929-48	Library machines	<input type="checkbox"/>	962-71	Registration dues & fees services
<input type="checkbox"/>	939-54	Microfilm & microfiche equipment	<input type="checkbox"/>	962-75	Ribbons re-inking services
<input type="checkbox"/>	939-61	Optical disk equipment	<input type="checkbox"/>	962-78	Sewing & alteration services
<input type="checkbox"/>	939-66	Photographic equipment	<input type="checkbox"/>	962-83	Tire mounting & balancing services
<input type="checkbox"/>	939-68	Radio equipment (including facsimile transceivers)	<input type="checkbox"/>	962-85	Tire maintenance & repair services
<input type="checkbox"/>	939-72	Telecommunication & telephone equipment	<input type="checkbox"/>	962-87	Travel services, local
<input type="checkbox"/>	939-74	Telephone, radio, & telecommunication test equipment	<input type="checkbox"/>	962-88	Travel services, non-local
<input type="checkbox"/>	939-84	Television & video equipment & accessories	<input type="checkbox"/>	962-91	Utility services: electrical, natural gas, telephone, etc.
<input type="checkbox"/>	939-87	Typewriters	<input type="checkbox"/>	962-93	Vending machine services
<input type="checkbox"/>	946	Financial & accountancy services	<input type="checkbox"/>	962-95	Warehousing & storage services
<input type="checkbox"/>	946-06	Accountancy regulatory consulting services	<input type="checkbox"/>	964	Personnel, temporary (employment agency services)
<input type="checkbox"/>	946-08	Accountancy regulatory data collection/analysis services	<input type="checkbox"/>	964-30	Data entry personnel
<input type="checkbox"/>	946-12	Actuarial service & retirement planning	<input type="checkbox"/>	964-55	Industrial workers
<input type="checkbox"/>	946-13	Appraisal services, aircraft	<input type="checkbox"/>	964-60	Land surveyors
<input type="checkbox"/>	946-14	Appraisal services, artwork & paintings	<input type="checkbox"/>	964-78	Secretarial & clerical personnel
<input type="checkbox"/>	946-15	Appraisal services, historical sites	<input type="checkbox"/>	967	Professional personnel (not otherwise classified)
<input type="checkbox"/>	946-16	Appraisal services, museum antiques	<input type="checkbox"/>	968	Public works, construction, & related services
<input type="checkbox"/>	946-17	Appraisal services, real estate	<input type="checkbox"/>	971	Real property rental & lease
<input type="checkbox"/>	946-18	Appraisal services (not otherwise classified)	<input type="checkbox"/>	990	Security, fire, & safety services
<input type="checkbox"/>	946-20	Auditing services	<input type="checkbox"/>	992	Testing & calibration services
<input type="checkbox"/>	946-30	Cash, securities, & bonding services			
<input type="checkbox"/>	946-35	Credit card, & charge card services			
<input type="checkbox"/>	946-36	Credit investigating & reporting services			

STANDARD TERMS AND CONDITIONS

1. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The Harris County Appraisal District's (hereinafter referred to as "District") count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods at the point or points of delivery.

4. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid: The District agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the District shall have the right to designate what method of transportation shall be used to ship the goods. All orders are for inside delivery to destination. No C.O.D. will be accepted.

5. NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify the District of his intention to cure and may then make a conforming tender within the contract time but not afterward. Goods rejected as a result of inferior quality will be returned to Seller with charge for transportation both ways, and are not to be replaced except upon receipt of written instructions from the District.

6. PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

7. INVOICES AND PAYMENTS:

a. Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized, and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to:

ATTN ACCOUNTS PAYABLE
HARRIS COUNTY APPRAISAL DISTRICT
P O BOX 920975
HOUSTON TX 77292-0975

Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the District advised of any changes in your remittance addresses.

b. The District's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by the District.

c. Do not include Federal Excise, State or City Sales Tax. District shall furnish tax exemption certificate, if required.

8. GRATUITIES: The District may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE:

a. The price to be paid by the District shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, District may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

13. NO WARRANTY BY DISTRICT AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give

rise to such a claim, and in no event shall the District be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the District to this effect in writing within two weeks after the signing of this agreement. If the District does not receive notice and is subsequently held liable for the infringement or the like, Seller will save the District harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the District will pay seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: The District shall have the right to inspect the goods at delivery before accepting them, notwithstanding prior payment to obtain cash discount.

15. CANCELLATION: The District shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the District in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the District set forth in Clause 15, herein.

17. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

18. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the District. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim of right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

21. INTERPRETATION PAROL EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

22. APPLICABLE LAW: This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

23. ADVERTISING: Seller shall not advertise or publish, without the District's prior consent, the fact that District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Harris County, Texas.

26. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.

Vernon's Texas Codes Annotated, Local Government Code, Chapter 171