

## **PROVIDER AGREEMENT**

THIS PROVIDER AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the Philadelphia Authority for Industrial Development ("PAID"), and \_\_\_\_\_ ("Provider"), a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_.

### **BACKGROUND**

PAID and Provider desire that Provider render general consultant services to PAID in accordance with the provisions of this Provider Agreement, the Professional Services Contract General Consultant Services General Provisions (the "General Provisions") and all of the other documents and exhibits which together constitute the Contract Documents as defined in the General Provisions. A copy of the General Provisions is attached hereto and incorporated herein by reference.

In consideration of the mutual obligations set forth herein, and intending to be legally bound, PAID and Provider covenant and agree as follows:

#### **ARTICLE I: GENERAL TERMS**

##### **1.1 Incorporation of Background.**

The Background is incorporated by reference herein.

##### **1.2 Definitions.**

Capitalized terms shall have the meanings set forth in the General Provisions.

#### **ARTICLE II: TERM**

##### **2.1 Initial Term.**

The term of this Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated earlier in accordance with the terms of the Contract.

##### **2.2 Additional Term(s).**

This Contract may be amended by PAID, in its sole discretion, in accordance with Section 2.2 (Additional Terms) of the General Provisions. The terms and conditions applicable during the Initial Term shall be applicable during any Additional Term.

#### **ARTICLE III: SERVICES AND MATERIALS**

##### **3.1 Services and Materials.**

Provider shall perform the Services and provide the Materials described in the Exhibit listed below, which is attached hereto and incorporated herein by reference:

**Exhibit PA-1: Scope of Services**

**ARTICLE IV: COMPENSATION**

4.1 **Amount.**

As compensation for the Services and Materials rendered and provided, PAID covenants and agrees to pay to Provider in accordance with the following Exhibit, which is attached hereto and incorporated herein by reference:

**Exhibit PA-1: Scope of Services**

4.2 **Manner of Payment.**

(a) Payment shall be made after Provider's timely submission of invoices to PAID, in the number, form and content acceptable to PAID, accompanied by such additional supporting data and documentation as PAID may require. All payments to Provider are contingent upon satisfactory performance of the terms and conditions of this Contract. Provider shall submit its final invoice not more than sixty (60) days from completion of the Services and delivery of Materials.

(b) PAID reserves the right to withhold or offset against any funds payable to Provider for any invoice for which PAID asserts a discrepancy exists or for Provider's failure to satisfactorily perform the terms of the Contract, as determined solely by PAID.

**ARTICLE V: MISCELLANEOUS PROVISIONS**

5.1 **Notice.**

Any notice required or permitted to be given under the Contract shall be given in writing and shall be personally delivered by hand with receipt obtained, by a national overnight express carrier (such as Federal Express), or sent by registered or certified United States mail, return receipt requested, addressed as follows:

IF TO PAID: c/o PIDC  
1500 Market Street, Suite 2600 West  
Philadelphia, PA 19102-2126  
Attn: Senior Vice President, General Counsel

IF TO PROVIDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

5.2 **Interpretation; Order of Precedence.**

In the event of a conflict or inconsistency between the terms of this Provider Agreement and any term, condition or provision contained in any Exhibit hereto, or any attachment to such Exhibit (including, without limitation, any proposal of Provider), the terms of this Provider Agreement shall control.

5.3 **Acknowledgement of the General Provisions.**

Provider specifically acknowledges that Provider has read and understands the terms and conditions contained in the General Provisions and acknowledges that by executing this Provider Agreement, Provider shall be legally bound by all of the terms of this Contract, including, but not limited to, those set forth in the General Provisions.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound by all of the Contract Documents, have caused the Contract to be executed by their respective duly authorized officers as of the date in the heading of this Provider Agreement.

**PHILADELPHIA AUTHORITY FOR  
INDUSTRIAL DEVELOPMENT**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PROVIDER**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

SAMPLE

**Exhibit PA-1: Scope of Services**

SAMPLE