

**ALASKA HOUSING FINANCE CORPORATION
STANDARD TERMS AND CONDITIONS**

SUPPLIER AND AHFC AGREE AS FOLLOWS:

1. INCORPORATION BY REFERENCE. This attachment is incorporated by reference into the purchase order which more fully describes the supplies, commodities, goods or services to be provided by Supplier.

2. SUPPLIER'S DUTIES. Supplier shall diligently perform for AHFC all of its duties required by the purchase order.

3. NO ADDITIONAL WORK OR MATERIALS. No claim for additional work, materials or services that are not specifically provided in the purchase order, that are performed or furnished by the Supplier, will be allowed unless AHFC has ordered the same in advance of the work or services being performed or the materials being provided.

4. INDEMNIFICATION. Supplier shall indemnify, save harmless and defend AHFC and the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Supplier, its subcontractors, or anyone directly or indirectly employed by Supplier in the performance of this Agreement. All actions or claims, including costs and expenses, resulting from injuries or damage sustained by any person or property arising directly or indirectly from Supplier's performance under this Agreement which are caused by the joint negligence of AHFC and the Supplier shall be apportioned on a comparative-fault basis. Any such joint negligence on the part of AHFC must be a direct result of active and intentional involvement by AHFC.

5. NO ASSIGNMENT OR DELEGATION. Supplier may not assign or delegate this Agreement, or any part of it, or any right to any compensation or reimbursement paid under it, except with the express advance written consent of AHFC.

6. OWNERSHIP OF RECORDS. All records related to work performed by Supplier for AHFC under this Agreement are public records and the property of AHFC.

7. INSURANCE. Without limiting Supplier's indemnification, it is agreed that Supplier will purchase at its own expense and maintain in force at all times during the performance of services under this Agreement; worker's compensation insurance as required by AS 23.30.045 and/or as required by the government of the state where the Supplier's business headquarters are located, general liability insurance, automobile liability insurance, and/or other insurance policies considered standard for the Supplier's business activities.

8. DISPUTES. Any dispute arising under this Agreement that is not disposed of by mutual agreement shall be decided in accordance with the appropriate AHFC regulations governing agreement disputes or controversies.

9. INDEPENDENT SUPPLIER. The Supplier and any agents, employees and officers of the Supplier act in an independent capacity and are not officers or employees or agents of AHFC in the performance of this Agreement.

10. GOVERNING LAW. This Agreement is governed by the laws of the State of Alaska. Any actions brought as a result of this Agreement shall be brought in the courts for the State of Alaska in the Third Judicial District in Anchorage, Alaska.

11. OFFICIALS NOT TO BENEFIT. Supplier must comply with all applicable State or federal laws regulating ethical conduct of public officers and employees.

12. CAPTIONS, SEVERABILITY. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define the provisions of this Agreement. If any provision of this Agreement conflicts with applicable law, the conflict does not affect the other provisions of this Agreement which can be given effect without the conflicting provision. The provisions of this Agreement are declared to be severable.

13. EQUAL OPPORTUNITY EMPLOYMENT. Supplier certifies that it complies with the applicable portions of 42 U.S.C. 1971, 1975 and 2000 of the Civil Rights Act of 1964 and the civil rights laws in the Alaska Statutes, AS 18.80 2 AAC 12.120 (a) (4). Supplier further certifies that subcontracting will be allocated to meet goals established to eliminate and prevent discrimination.

14. THIRD PARTIES NOT BENEFITED. It is specifically agreed by the parties that they do not intend by any provisions of any part of this Agreement to create in the public or any member hereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to initiate a suit for damages pursuant to this Agreement.

15. NON-WAIVER OF RIGHTS. No waiver or default of any part of this Agreement by AHFC may operate as a waiver of any subsequent default of any part of this Agreement that is to be performed by the Supplier. Consent or notice by AHFC may not be construed as consent or notice in the future.

16. FUNDING. Notwithstanding any other provision of this Agreement, funding to support this Agreement is contingent upon legislative approval of AHFC's annual operating budget. AHFC's fiscal year is July 1 through June 30.