**EXHIBIT B: PAYMENT PROVISIONS**

1. **COMPENSATION**

The Court shall pay the Contractor for work (services and/or goods) performed under an agreement executed and resulting from this solicitation. Unless expressly set forth in the solicitation documents and subsequent executed agreement, progress or advance payments are not allowed.

1. **EXPENSES**

Except as expressly set forth in the solicitation documents and subsequent executed agreement, the Court is not responsible for any expenses, including but not limited to travel expenses, which the Contractor may incur in the performance of an agreement executed and resulting from this solicitation.

1. **INVOICING AND PAYMENT**
2. Contractor shall complete the Contractor’s Release form in this exhibit and submit with the final invoice within fifteen (15) days after work is completed. A first and only invoice would be the final invoice.
3. The Court shall have no obligations to pay for any work until one original, correct, and itemized invoice is received by the Court’s Financial Services department at the email address below:

AP@sb-court.org

1. The Court shall endeavor to remit payment within thirty (30) days from the Court’s approval of the original, correct, and itemized invoice. Each invoice shall be printed on Contractor’s standard printed bill form and shall include:
2. The agreement number (purchase order or contract);
3. Contractor’s name and address;
4. The nature of the invoiced charge;
5. The total invoiced amount; and
6. Such detail as in reasonably necessary to permit the Court to evaluate the work performed, including, if applicable, the number of hours worked and the applicable hourly rate.

Upon request from the Court, Contractor shall promptly correct any inaccuracy and resubmit the invoice.

1. The Court may withhold payment if the Contractor fails to perform in accordance to the terms of the agreement. In the event an invoice or other demand for payment is disputed, the Court may withhold the disputed portion of the payment. Upon Contractor’s request, the Court shall provide a written explanation of the disputed portion.

**CONTRACTOR’S RELEASE**

1. **INSTRUCTIONS TO CONTRACTOR**

Submit one (1) original and (1) copy of this form with original invoice(s).The original signature below must be a person authorized to bind the Contractor.

**[ ] FINAL for Agreement term – DUE WITHIN 15 DAYS *after Work is completed*.**

Pursuant to agreement number \_\_\_\_\_\_\_\_\_\_\_ (“**Agreement**”) entered into between the Superior Court of California, County of San Bernardino (“**Court**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Contractor**”), the Contactor does acknowledge the final payment has been requested via invoice number(s)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for all Work performed under this Agreement. No other request for payment relating to this Agreement is forthcoming.

1. **REMINDER TO RETURN COURT PROPERTY**

Upon submission of FINAL invoice, unless Court has approved continued use and possession of Court property for use in connection with an extension of Agreement or another Court agreement, Contractor agrees to immediately return said property to the Court at Contractor’s expense.

1. **RELEASE OF ALL OBLIGATIONS**

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the Court, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced Agreement for the submission period indicated above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Contractor’s Authorized Officer Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

**Court Financial Services Use Only:**

*Amount listed above must be the amount paid to the Contractor for the invoice(s) stated above. Any adjustments to the invoice(s) will require this form to be corrected.* Forward original to Contracts Department with copy of invoice(s).

Date paid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by [ ] check number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or [ ] EFT.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date