

ATTACHMENT "D"

ASSIGNMENT OF ANTITRUST CLAIMS

Contractor Subcontractor Supplier (strike inapplicable words) and City recognize that in actual economic practice, overcharges resulting from price-fixing violations of the antitrust laws are in fact usually borne by the City. Therefore, Contractor Subcontractor Supplier, for an in consideration of payment in the amount of \$ _____ for Contract Number _____ and other good and valuable considerations, receipt of which is hereby acknowledged, hereby assigns, conveys, sells and transfers to the City of North Miami, Florida, all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or any of the several states for price-fixing of services, goods or materials furnished in connection with performance of this contract.

Contractor Subcontractor Supplier and City also recognize that the public interest in vigorous enforcement of the antitrust laws is furthered by private treble damage actions. Therefore, City hereby consents to reassign to Contractor Subcontractor Supplier all of part of the antitrust claims assigned herein, at the sole discretion of City, when it appears that the best interests of the State of Florida and its citizens would be served thereby.

As used herein, the words "price-fixing" include, but are not limited to, price-fixing, resale price maintenance, collusive bidding, bid rigging, complementary bidding, combinations or conspiracies to restrict output or supply, and all other forms of agreements or understandings which have the purpose or effect of tampering with the price structure of services or articles of commerce.

Signed _____
Duly Authorized Agent For:

Title of Duly Authorized Agent
Whose signature appears above:

Dated this _____ day of _____,

Witness: _____ Date _____

Witness: _____ Date _____