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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
TUESDAY, JANUARY 8, 2019
JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA ADDENDUM

V. Administrative Items

A. PERSONNEL CONSENT ITEMS

5. Recommendation to grant a leave of absence (not to exceed two years) to Ms. Gail Madigan, effective 1/8/2019

6. Recommendation to hire Al Long as a bus washer at the rate of $9/bus

B. ACTION CONSENT ITEMS

9. Recommendation to approve the Vinson CheckPoint Proposal between Vinson Consulting Group and the Wadsworth City School District Board of Education, eff. 11/28/2018

10. Recommendation to accept a $33,468.50 donation from the Band Boosters

11. Recommendation to approve the Costume Rental Contract between Akron Design & Costume Co. and the Wadsworth City School District Board of Education

Agenda Detail

V. Administrative Items

B. ACTION CONSENT ITEMS

9. Vinson Consulting Proposal: The proposal being recommended for approval will allow the district to continue to use the Vinson CheckPoint system for special education compliance.

11. Akron Design & Costume Co.: The Costume Rental Contract between Akron Design & Costume Co. and the Wadsworth City School District Board of Education being recommended for approval will allow our drama club to rent costumes for their performance of *The Enchanted Bookshop.*

VINSON
CONSULTING
GROUP

Wadsworth City School District
524 Broad St.,
Wadsworth, OH 44281

Vinson CheckPoint Proposal

Wadsworth City School District

Michael Nutter, Principal
mnutter@vinson-consulting.com

Vinson Consulting, LLC
100 E. Campus View Boulevard, Suite #250
Columbus, Ohio 43235

Effective Date: 11/28/2018

Proposal Version 3.1

Overview

The Vinson Consulting Services team has experience in providing solutions in the K-12 Education Sector, as well as knowledge of EMIS-related data systems. Vinson Consulting will bring knowledge of consulting services, project management and software systems to Wadsworth City School District's EMIS Optimization and Accountability Project. Vinson Consulting is proposing an application that will assist in reviewing EMIS data input from your Student Information System (SIS). Process data can be collected at any frequency. After the data is collected, it is aggregated for each individual role defined in the process. The goal is to perform a pre-submission verification of data before being submitted to the State of Ohio. This interface is designed to assist users in reviewing the data components they are responsible for in the EMIS data submission process.

Organizing the EMIS data within a software system is critical to exposing record sets to the respective and proper data and process owners. This translates into a properly organized management system in alignment with Wadsworth City School District's CheckPoint system. The designed system will generate custom actionable displays for each role, giving individuals the ability to review their respective data components. This addresses the following goals:

- Pre-Submission Verification
- Improved Data Integrity
- Auditable Accountability

Your Vinson Consulting team of professionals is committed to the success of the Wadsworth City School District's EMIS Optimization and Accountability Project.

Scope

CheckPoint Annual License & Support

Vinson Consulting will provide Wadsworth City School District's Administration the following:

- Annual Use License for base CheckPoint System & Purchased Modules
- System Upgrades released within the contract period
- Secure Server Hosting
- Remote Support

Pricing Schedule

Service Description	Pricing Schedule
12 Month Annual License Renewal for CheckPoint base system with Special Services Module	$3,000
TOTAL COMMITMENT FOR SERVICES:	**$3,000**

Payment Milestones

Effective Date	Term	Billing Amount
November 2018	12 Months	$3,000

Agreement to Move Forward

This Proposal is valid and open for acceptance for 90 days from the Effective Date specified on the cover of this Proposal. By signing below, you acknowledge your commitment to move forward with this Proposal. This Proposal, including any modifications that are mutually agreed to in writing by you and us, includes the attached SaaS Terms and Conditions. This Proposal becomes a binding agreement on the date it is fully signed below and the term of the agreement commences on that date.

For Wadsworth City School District:

Printed Name	Signature
Title	Date

For Vinson Consulting, LLC:

Printed Name	Signature
Title	Date

SAAS TERMS AND CONDITIONS

1. SOFTWARE AND SAAS SERVICES

1.1 *License Grant.* Subject to these SaaS Terms and Conditions and the Proposal to which they are attached (collectively, "Agreement"), and in consideration of Client's payment of the fees under this Agreement, Vinson Consulting, LLC ("VINSON") grants the client specified in the Proposal ("Client") a personal, non-exclusive, and non-transferable license to use the application software programs specified in the Proposal ("Software"), on an on-line software-as-a-service basis through VINSON's designated secured-access website ("SaaS Services"). VINSON may outsource certain aspects of the SaaS Services (e.g., hosting) to third-party providers. This license shall terminate upon the termination of this Agreement.

1.2 *Proprietary Rights.* Client acknowledges that the Software, and associated report formats, screen displays, and menu features, and all derivative works, constitute copyrighted works protected by federal and international copyright laws and are owned by VINSON or its licensors. The Software and all copies, versions, and derivative works of the Software shall remain the sole property of VINSON or its licensors. Client shall not make and shall not permit anyone else to make any copies of the Software, except as necessary in connection with its authorized use of the SaaS Services. All such copies must include all proprietary rights notices contained in the Software. Except as otherwise permitted in this Agreement, Client shall not allow any third party to access or use the Software. Client shall not modify or create any derivatives of the Software. Client shall not decompile or otherwise reverse engineer or decode the Software. Client shall not take or refrain from taking, directly or indirectly, any action that may in any way lead to the unauthorized dissemination, reproduction, access, or use of the Software. Client shall not export the Software or the SaaS Services, or any direct product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America.

1.3 *SaaS Services Availability.* VINSON will take all commercially reasonable steps to keep the SaaS Services operating smoothly and efficiently. However, since the SaaS Services operate using computer equipment, computer software programs, and the Internet, VINSON is not responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures or deficiencies of Client's equipment, or Client's failure to meet its responsibilities under this Agreement. VINSON will employ commercially reasonable measures to maintain the security of the SaaS Services and protect Client's data stored through the SaaS Services. In addition, VINSON will maintain adequate back-up arrangements and equipment in order to maintain Client's data stored through the SaaS Services in the event of the failure of any of VINSON's equipment. Service interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Client's daytime business activities. For unscheduled service interruptions attributable to causes within VINSON's reasonable control, as VINSON's sole obligation and Client's exclusive remedy, VINSON shall make reasonable efforts to restore the SaaS Services.

1.4 *Survival; Injunctive Relief.* Client's obligations under this Section 1 shall survive termination of this Agreement. Client acknowledges that a breach of its obligations under this Section 1 will cause irreparable harm to VINSON or its licensors for which monetary damages would be inadequate. VINSON and its licensors will be entitled to injunctive relief for any such breaches, threatened or actual.

2. OTHER SERVICES

2.1 *Consulting Services.* VINSON will provide project planning, implementation, training, and other consulting services ("Consulting Services") to Client as specified in the Proposal. Consulting Services requested by Client that are not specified in the Proposal will be provided by VINSON on a time and expenses basis at its then-current standard rates.

2.2 *Support Services.* VINSON will provide support to Client on the use of the SaaS Services via telephone, email, and the support portal on its website ("Support Services").

3. CLIENT RESPONSIBILITIES

3.1 *Operations.* Client is responsible for the operational aspects of accessing the Software through the SaaS Services, including, but not limited to, (a) acquiring, installing, and maintaining computer equipment and computer software programs at its premises compatible with and as necessary to access the Software

through the SaaS Services, (b) obtaining access to the Internet, (c) downloading and installing the appropriate web browser, web browser updates, and any necessary plug-ins, (d) determining the accuracy of all data it uploads to and downloads through the SaaS Services, and (e) adopting reasonable policies, procedures, and quality assurance measures to limit Client's exposure with respect to potential losses and damages arising from use, non-use, errors and omissions of the Software or SaaS Services or the results thereof and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security.

3.2 *Cooperation.* Client shall provide VINSON with such time and attention of Client personnel and such access to files, information, or other materials, and shall take such site preparation steps as may be necessary or appropriate to enable VINSON to implement and provide the SaaS Services and other services provided under this Agreement.

4. FEES AND PAYMENT

4.1 *Fees.* Client shall pay VINSON the initial annual license fees and any other fees specified in the Proposal.

4.2 *Taxes.* Client shall pay when due or, if necessary, reimburse VINSON for, all sales, use, property, excise, and other similar taxes, including penalties and interest arising from Client's failure to pay such taxes timely, resulting from any activities under this Agreement, exclusive of taxes based on VINSON's net income or corporate franchise. If Client has tax exempt status, it shall supply VINSON with its tax-exempt certificate or number as necessary. Taxes are due as assessed.

4.3 *Invoices and Payment.* Client shall pay all amounts due under this Agreement, except those disputed in good faith, upon receipt of the invoice to the address designated on the invoice. Client shall pay a monthly service charge of 1½% on all such amounts not paid within 30 days of the invoice date. If Client fails to pay any of such amounts for 60 days, VINSON shall have the right to suspend Client's access to the SaaS Services as provided in Paragraph 8.5 below.

5. WARRANTIES

5.1 *Right.* VINSON warrants that it has the right to grant the license and other rights granted to Client under this Agreement.

5.2 *Performance.* VINSON warrants that the SaaS Services and other services provided under this Agreement will be of professional quality conforming to the applicable generally accepted industry standards and will be performed in a good and timely manner and in compliance with the requirements of this Agreement. As VINSON's sole responsibility and Client's exclusive remedy, in the event of any material failure to meet such standards, VINSON shall make all reasonable efforts to correct any such failure.

5.3 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, VINSON MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. VINSON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY OF DATA, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

6. INDEMNITIES AND LIABILITIES

6.1 *Infringement Indemnification.* If Client receives a claim that the use of the Software or SaaS Services infringes a United States of America patent, copyright, trade secret, or other intellectual property right, Client will promptly notify VINSON in writing, and will give VINSON all necessary information and assistance and the exclusive authority to evaluate, defend, and settle such claim. Provided such timely notice, assistance, and authority have been given by Client, VINSON (or its licensors) will defend, at its own expense, such claim, and will indemnify and hold Client harmless from all damages and expenses, including court costs and reasonable attorney fees, incurred or awarded as a result of the claim. The foregoing indemnity will not apply to infringement claims based on programming made to the specification or design of Client, Client's modifications, or Client's use of the Software or SaaS Services in combination with anything not intended by VINSON to be used with the SaaS Services or the Software to the extent caused by such combination.

6.2 *Limitation of Liability.* The total liability of VINSON for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the SaaS Services or any other services under this Agreement shall not exceed the amounts paid by Client to VINSON under this Agreement during the 12 months immediately preceding the claim.

6.3 *Exclusion of Liability.* VINSON shall not be liable for any damages arising out of or caused, in whole or in part, by any errors or omissions in any data, content, or other information provided through the SaaS Services or by delays in or interruptions of access to the software.

6.4 *Survival.* The indemnification obligations and the limitations of liability under this Agreement shall survive the termination of this Agreement.

7. CONFIDENTIAL INFORMATION

7.1 *Confidential Information Definition.* "Confidential Information" means, whether communicated orally or in writing or obtained through observation or examination of a party's facilities, procedures, or activities, (i) as to VINSON's information, all competitively sensitive, secret, or otherwise confidential business, financial, marketing, or technical information, and other confidential information belonging to VINSON or its suppliers.

7.2 *Confidential Information Protection.* VINSON and Client shall each preserve in strictest confidence all of the other's Confidential Information and shall at all times protect the other's Confidential Information through the highest commercially reasonable standard of care. Neither VINSON nor Client shall use or disclose to any person the other's Confidential Information, except upon the other's written authorization, and except for internal purposes in accordance with this Agreement. Any disclosure of the other's Confidential Information to Client's agents, employees, or subcontractors by Client or to VINSON's agents, employees, or subcontractors by VINSON shall be made only in the normal course of business, on a need-to-know basis within the scope and purpose of this Agreement, and under written agreements requiring such agents, employees, and subcontractors to treat all Confidential Information as strictly confidential as required by this Agreement. Neither VINSON nor Client shall make copies of any materials containing the other's Confidential Information, except as contemplated by this Agreement or otherwise authorized in writing by the other party. Either party may disclose the other party's Confidential Information when such party is required by law to do so, provided such party takes all reasonable steps to limit the disclosure of the Confidential Information to the maximum level allowed, and further provided the other party is given a reasonable opportunity to contest the disclosure and obtain a protective order.

7.3 *Injunctive Relief.* Each party acknowledges that a breach of its obligations under this Section 7 may cause irreparable harm to the other party or its licensors for which monetary damages would be inadequate. Each party or its licensors will be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or in equity.

7.4 *Survival.* The obligations under this Section 7 shall survive termination of this Agreement, except, with respect to non-trade secret confidential information, to the extent that applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement.

8. TERM AND TERMINATION

8.1 *Term.* This Agreement shall commence on the date specified in the Proposal and shall continue for the initial term of one year.

8.2 *Termination for Convenience.* Either party may terminate this Agreement as of the end of any term upon 60 days' prior written notice to the other.

8.3 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.

8.4 *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The non-defaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If (a) the defaulting party has not cured the default within 30 days after receipt of the notice or, (b) if the default is not reasonably curable within such 30-day period and the defaulting party has not taken commercially reasonable measures within such 30-day period to begin curing the default and fails to work diligently thereafter to cure the default, the non-defaulting party may terminate this Agreement by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured (e.g., a breach of the obligations of Section 7 above), the non-defaulting party may terminate this Agreement immediately upon written notice to the defaulting party. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.

8.5 *Additional Right.* In addition to the rights set forth in Paragraph 8.4 above, if Client fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for 60 days, or fails to carry out any other material obligation under this Agreement, VINSON may, at its option, suspend Client's access to the Software and SaaS Services upon ten days' prior written notice. Unless this Agreement is terminated pursuant to Paragraph 8.4 above, upon Client curing the default, VINSON shall resume any suspended access.

8.6 *Effect of Termination.* Upon termination of this Agreement, Client shall cease all use of the Software and SaaS Services, and VINSON shall delete all of Client's data residing on VINSON's servers as a result of Client's use of the SaaS Services. No termination of this Agreement shall release Client from any obligation to pay VINSON any amount that has accrued or becomes payable at or prior to the date of termination or the end of the initial term, whichever is later. No suspension of access to the Software and SaaS Services under Paragraph 8.5 above shall release Client from any obligation to pay VINSON any amounts due under this Agreement. Client shall not be entitled to any refund of any amounts paid to VINSON as a result of a termination based on Client's adverse status or default. For a termination based on VINSON's adverse status or default, VINSON will refund the fees paid by Client for any periods subsequent to the date of termination.

9. MISCELLANEOUS

9.1 *Non-solicitation.* Each party shall refrain from soliciting for employment or employing, directly or indirectly, without the written consent of the other party, any employee, consultant, or contractor of the other until 12 months have elapsed following termination of this Agreement, or until 12 months have elapsed following termination of the employment of the employee, consultant, or contractor, whichever occurs first.

9.2 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that (a) this Agreement may be transferred without consent to a successor to all or substantially all of the assets and business of the transferring party that relate to the business segment of which this Agreement is a part, and (b) VINSON may assign its rights to payment under this Agreement or grant a security interest in payments under this Agreement. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 9.2, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

9.3 *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

9.4 *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by email, telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in the Proposal or to such other address as shall be advised by either party to the other in writing. Notices shall be effective as of the date of receipt.

9.5 *Third-Party Beneficiaries.* VINSON's licensors shall be third-party beneficiaries under this Agreement for the limited purpose of protecting and enforcing their intellectual property rights to the extent that VINSON fails to do so.

9.6 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles.

9.7 *Provisions Severable.* The provisions of this Agreement are severable. If any provisions are held to be invalid, unenforceable, or void, all other provisions shall remain valid.

9.8 *Entire Agreement.* This Agreement, including each Proposal and these Terms and Conditions, and all present and future incorporated attachments, schedules, appendices, addenda, and written amendments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by an authorized representative of each party.

COSTUME RENTAL CONTRACT

www.akrondesign.com **Terms & Conditions**

Akron Design & Costume
3425 Manchester Rd.
Akron, OH 44319
PH: 330.644.0425
FX: 330.644.7425

School/Organization Wadsworth High School

Play/Musical/Event The Enchanted Book Shop

Dates of Show Run 3/1/19 - 3/2/19

Date Costumes Needed by 2/28/2019

Date Costumes Will Be Shipped/Returned 3/4/19

Contact Info:

Contact Name: Mary Beth Baxley

Phone: 330-592-8451

Mobile:

Fax:

Email: mbaxley@wadsworthschools.org

THIS CONTRACT MUST BE RETURNED TO AKRON DESIGN BEFORE ORDERS WILL BE RELEASED.

1. **RENTALS**
   Costumes rented to Educational Institutions only may be reserved via PURCHASE ORDER or letter of authorization from Principal, Treasurer, etc. We must have a copy of actual purchase order and correct billing address. For all other rentals, 1/3 down & dated series of checks for balance of the rentals plus security deposit is required. All checks with be deposited by the end of the performance or event. **Costumes ordered but not used: There will be a $10 per costume restocking charge for ALLcostumes NOT USED but returned before opening night. Full charges are made for all costumes NOT returned before opening night to Akron Design.**
2. **RUSH ORDERS**
   We highly recommend sending in all your paperwork with a **six-week pull/build time** allotment before the necessary ship date or pickup date. Otherwise, there is a *rush fee of $250.00* if paperwork is not submitted with a six-week allotment.
3. **PICK UP OR ARRIVAL**
   Costumes will be available for pick-up or will arrive the Monday Before or 3 days prior to Opening Performances. Pre-arrangements for costumes to arrive earlier may be made at an additional charge.
4. **SHIPPING OR DELIVERY**
   Shipping and Delivery will be determined by the options selected on the rental contract. It is the customers responsibility to ensure that the costumes will be picked-up and returned on agreed dates. Shipping terms must be specified on rental contract. The customer is responsible for all shipping and handling charges.
5. **RETURNS**
   Costumes should be returned the same way they were received: **on hangers and with the proper identification tags and NOT SMASHED IN THE BOXES. If Akron Design has to hunt for pieces of returned costumes throughout all the boxes additional charges will apply.Costumes not returned properly will be charged 10% of rental price.** Costumes should be packed /shipped and/or returned within 48 hours of the customer's last peformance.
6. **PROGRAM CREDIT**
   When Akron Design supplies costumes for the entire production or those for leading roles, credit would be appreciated - "www.akrondesign.com of Akron, OH" Please send a copy of the program with credit for a Ben Nye Makeup Coupon Code.
7. **MEASUREMENTS**
   Please measure accurately. Please follow measurement forms. We go by the exact sizes you order. Customer will be charged for any costumes sent that **the CUSTOMER** measured incorrectly. There will be additional charges for sizes XXL and larger.
8. **DAMAGES, ADDED ALTERATIONS, LOSSES**
   A breakdown of costumes supplied by Akron Design & Costume Co will be furnished to the Director or Department Head as the case may be. DAMAGE and LOSS: Damages such as but not limited to cigarette burns, stage grease, blood, excessive rips and tears AND EXCESSIVE MAKE-UP, that render the costume unusable for future use WILL BE CHARGED to the School or Organization, and proper replacement value will be made. PLEASE Powder all make-up before wearing costumes. **Excessive make-up will be charged extra for cleaning. MASKING TAPE may be used on collars and necklines to prevent make-up stains. Any damages to the costume due to Choregraphy or movement, such as knee burns, tears, or holes will result in full purchase of the costume: I.e. knee burns to pants of a suit, requires purchase of entire suit.** Alterations and fixes on costumes are to be made by HAND- STITCH or someone capable of machine stitching, and use safety pins as a last resort. By no means is the garment to be cut. Please ask for proper approval before altering.
9. **CANCELATIONS**
   In the event of a cancelation, the customer agrees to forfeit the deposit (at least 25% of the total rental. If a show is canceled four business days or less from the necessary ship date, then the customer will be charged the entire rental for one week.

We/ I have read the terms and conditions of the Rental Contract. We/I are herby under a costume rental contract and are liable for all costumes rented from Akron Design & Costume Co.

Director/Costume Coordinator: Mary Beth Baxley Date 12/19/18

Signature X Mary Beth Baxley



COSTUME RENTAL CONTRACT

www.akrondesign.com

Akron Design & Costume Co.
3425 Manchester Rd.
Akron, OH 44319
PH: 330.644.0425
FX: 330.644.7425

Estimated Subtotal of Rentals $ 1000.00

Estimate of Shipping $ —

Estimate of Grand TOTAL $ 1000.00

Down Payment (at least 25%) $ —

Down Payment: 25% of estimated total, paid by check or credit card. We can provide a performa invoice. Estimated Totals are subject to change depending on rental time, returns, expedited shipping, special orders, damages, etc.

Billing Address:

School/Theatre: Wadsworth City Schools
Attn: Doug Beeman
Street/P.O. Box: 524 Broad St
City, State, Zip Wadsworth, OH 44281

INSURANCE INFORMATION (to cover loss of costumes due to fire or disaster):

Insurance Carrier_____ Policy No._____ Agent Name_____ Phone No._____

CREDIT CARD MANDATORY FOR SECURITY PURPOSES. YOU MAY ALSO PAY RENTAL FEES WITH CC or CHOOSE METHOD BELOW.

( ) Credit Card _____ Exp ___/___ CVV _____ Name on Credit Card_____

Credit Card Billing Address_____ CC Zip Code_____

OTHER PAYMENT METHOD(S) (CC still required):

( ) Check - Amount $_____ Check #_____ Date _____

(X) ***Purchase Order No.:_____ EMAIL COPY OF PO to info@akrondesign.com

*** **In order to use a P.O. a 25% Minimum Down Payment must be made via Credit Card or Check.** The P.O. for the balance must be received before costumes are shipped. **TERMS:** With Purchase Order, Due upon Receipt, 1.5% past 30 days (18% Per Annum)

SHIP or PICK-UP (check one below)

( ) Ship costumes via UPS, USPS, or FedEx

(X) I will pick-up the costumes in person. (pick-up date 2/21/19)

( ) Ship UPS or FedEx with Account # 191775

RETURNING THE COSTUMES (check one below):

( ) We will provide Return Shipping Labels with the boxes and I will deliver to UPS / FedEx location.

(X) I will return the Costumes in Person (return date 3/4/19)

Shipping Address:

School/Theatre:_____

Attn: _____

Street/P.O. Box: _____

City, State, Zip_____

We/I have read the terms and conditions of the Rental Contract. We/I are hereby under a costume rental contract and are liable for all costumes rented from Akron Design & Costume Co.

Today's Date: 12/19/18

Director/Costume Coordinator: Mary Beth Baxley

Signature Mary Beth Baxley

Tax Exempt No.: _____

Measurements will affect the price of our costumes. XXS or XXL will be charged additional. To receive best pricing, measurements should be received 6 weeks prior to ship date. Changes & add-ons may be considered a rush and incur additional charges. These updated prices will replace the pricing from the costume plots.

X Proper measurements will be provided in a timely fashion. Customer will be charged if customer measures incorrectly.

Please contact us if you have any questions regarding this contract before signing.