



**Washington Learning Source Membership Form**  
(For use by Washington State educational entities other than school districts)

NAME OF EDUCATIONAL INSTITUTION <i>Peninsula College</i>	ORGANIZATION TYPE: <input type="checkbox"/> PRIVATE SCHOOL <input type="checkbox"/> STATE DEPT. OF EDUCATION <input checked="" type="checkbox"/> HIGHER EDUCATION INSTITUTION <input type="checkbox"/> NONPROFIT EDUCATIONAL ORGANIZATION
CONTACT PERSON <i>Evelyn Boyd</i>	CONTACT EMAIL <i>eboyd@pencol.edu</i>
CONTACT PHONE <i>360 417-6203</i>	CONTACT FAX <i>360 417-6218</i>
MAILING ADDRESS LINE 1 <i>1502 E Lauridsen Blvd</i>	CITY STATE ZIP <i>Port Angeles WA 98362</i>
LOGIN: (FOR WLS PURPOSES ONLY) <i>eboyd@pencol.edu</i>	PASSWORD (FOR WLS PURPOSES ONLY)

On behalf of the agency specified herein, I, Superintendent and/or Chief Executive Officer of said agency, have reviewed and accepted:

*M. Evelyn Boyd*  
Signature

10/21/14  
Date Signed

M. Evelyn Boyd  
Printed Name

Buyer  
Printed Title

Peninsula College  
Agency Name

MAIL OR FAX YOUR COMPLETED FORM TO:  
 Anne Anderson, Director  
 Washington Learning Source  
 Puget Sound ESD  
 800 Oakesdale Ave SW  
 Renton, WA 98057  
 (425) 917-7907 Fax

## **Purpose**

This Washington Learning Source membership form outlines the use of the Washington Learning Source and allows the member to purchase products advertised on the site.

### **1. Definitions.**

**"Product"** means any product or service that is both: (a) available to be sold, licensed, or otherwise provided to Member pursuant to a Vendor Agreement; and (b) selected by WLS, in its sole discretion, to be covered under this Membership.

**"WLS Membership Form"** means a form provided by WLS that allows Member to provide certain information about itself.

**"Vendor Agreement"** means any agreement that is both: (a) entered into by WLS and a third party vendor or reseller of goods and/or services, pursuant to which that third party agrees to sell, license, or otherwise provide certain goods and/or services to WLS, other public agencies, on terms described in that agreement; and (b) selected by WLS, in its sole discretion, to be covered under this Membership.

**"Vendor"** means a third party vendor or reseller of goods and/or services that has entered into a Vendor Agreement with WLS.

**"WLS Policies"** means WLS' policies and procedures for ordering, shipment, substitutions, risk of loss/passage of title, returns, incidental charges, and other procedures and terms required by WLS concerning orders for Products.

### **2. Access to Vendor Agreements.**

**General.** WLS is the public entity that initiates the procurement process to purchase Products and executes the resulting Vendor Agreements. This form allows Member to use those Vendor Agreements to purchase or acquire access to the Products, to the extent permitted by law and as permitted under those Vendor Agreements. Member acknowledges and agrees that prices and availability of Products may change at any time with or without notice, and that prices paid for Products may include administrative fees that will be paid to WLS and its affiliates.

**Information Exchange.** From time to time: (a) WLS will disseminate information about the Program to Member, including copies of Vendor Agreements. (Portions of those copies may be redacted as required by their terms, but Member will not be bound under this Membership to comply with those redacted portions.); and (b) Member will provide WLS with suggestions about products and services that it would like to see available under the Program and the estimated demand for those products and services.

**WLS Policies.** Member will comply with the WLS Policies. WLS will make the WLS Policies available to Member by reasonable means, which may include posting them on WLS' web site. WLS may change the WLS Policies from time to time, and it may post a notice of those changes on WLS' web site. Member agrees to periodically review WLS' web site and the WLS Policies in order to keep itself aware of those changes. Member's continued use of the Program constitutes its acceptance of those changes.

**Purchase for Own Use Only.** Except where WLS expressly permits otherwise, Member will make all of its purchases from Vendors through the Program only for Member's direct use and will not submit any orders or otherwise make any purchases through the Program on any third party's behalf or for resale. Member will not distribute or transfer any Products acquired through the Program without WLS' written consent.

**Payment.** Member will provide payments for Products directly to the respective Vendor or to WLS, pursuant to the WLS Policies or as directed by WLS. Member will provide its payments to Vendors consistent with the payment terms required under the respective Vendor Agreements, and will provide its payments to WLS consistent with Section 4.2.

**Contact Person.** The "Contact Person" identified in the Membership Form will be WLS' main point of contact with Member, including with respect to receipt of Products, management of internal distribution of Products purchased by Member, and acquisition of