



Intergovernmental & Nonprofit Agreement

SALEM-KEIZER SCHOOL DISTRICT 24J

Auxiliary Services Cooperative

Central Stores • Reprographics • Mail • Delivery

To enroll in the Auxiliary's Cooperative services, please provide the following information:

NOTE: Only organizations are eligible. Individuals may not apply.

Organization Name: _____

✓ **Check the one category that best describes the primary purpose of the organization.**

☐ Governmental Agency

☐ Public School District
Sign agreement and submit.

☐ Private/Parochial Nonprofit
School [ORS Chapter 65]

☐ Public Benefit Corporation
[ORS 65.001]
*Submit evidence of your agency's
nonprofit status along with your
signed agreement.*

Exemption ORS 279A.025(2)(a)

The public contracting code does not apply to contracts made with other public agencies or the federal government.

As evidence of your nonprofit status, the following document must be submitted with the completed application for nonprofit organizations.

- The nonprofit organizations Articles of Incorporation, so designating it as a public interest nonprofit organization.

The name on all the documentation presented must match the name on the application. If they do not match, please explain.

Please indicate the services your organization would like to receive: ☐ Supplies ☐ Print ☐ Mail

Billing/Account Information:

Invoice Address

City

Zip

Telephone:

FAX

Contact Person

Title

E-mail Address

Delivery Information:

Delivery Address

City

Zip

Telephone:

FAX

Contact Person

Title

E-mail Address

I hereby certify that the information provided is true and accurate to my knowledge:

Signature

Name

Date

**PLEASE MAIL or FAX
THE COMPLETED FORM(s)
TO THE ADDRESS ON THE RIGHT
FOR PROCESSING**

SALEM-KEIZER SCHOOL DISTRICT 24J
Auxiliary Services
3630 State Street • Salem, OR 97301
FAX 503-375-7892

If you need additional information, please contact the Office Manager at 503-399-3110.

Upon approval of this request by the District, a Munis account number will be assigned to you for purchasing supplies, print, and mail services from the District.

Office Use Only:

☐ Print 535500

☐ Supplies 541000

☐ Mail 535300

Auxiliary Manager

Munis Account Number

Chief Operations Officer

TERMS AND CONDITIONS OF SALE

This Agreement contains the terms and conditions that apply to your purchase of equipment and/or supplies from the Salem-Keizer School District 24J Auxiliary Services Cooperative as identified on the invoice provided by the Cooperative. By accepting delivery of equipment and supplies described on that invoice, customer agrees to be bound by and accepts these Terms and Conditions. These Terms and Conditions are subject to change without prior written notice at any time, in the Cooperative's sole discretion.

Governing Law

This agreement and any sales thereunder shall be governed by the laws of the State of Oregon, without regard to conflicts of laws or rules.

Payment Terms

An invoice will be sent from Salem-Keizer Business Services which will include a list of completed orders. Customer agrees that full payment for any Purchase Order will be Customer's responsibility in accordance with this agreement. Invoices are due and payable within 30 days of the invoice date. Overdue invoices may be assessed a monthly late fee up to 1.5% of the unpaid balance.

Pricing

The Cooperative reserves the right to make adjustments or corrections due to changing market conditions, product discontinuations, or typographical or photographic errors in advertisements or product descriptions. Prices shown are in effect as of the date posted. Pricing will fluctuate as new stock is received. Customer will be charged the actual price in effect at time of issue.

Brands

The Cooperative is continually replenishing inventory and may revise or discontinue products at any time. The Cooperative will ship products that meet the specifications of the products ordered.

Warranty

The cooperative makes no warranties express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose. Any warranty is provided by the original manufacturer and may vary from product to product.

Returns

Credit will not be allowed for return of specialty paper, print and copy orders, used, obsolete, or damaged material, packages that have been opened and partially used or material that cannot be sold as new. Returns will not be permitted for items after 45 days from the date of issue.

Termination

Either party may terminate this Agreement upon ten (10) days written notice to the other party. Termination of this Agreement shall not affect the rights and obligations of the other parties with respect to Purchase Orders accepted prior to termination and the products sold thereunder or with respect to the Agreement.

Limitation of Liability

Customer and cooperative waive all claims against each other for all incidental, consequential and indirect damages arising out of or relating to this agreement. Expressly excluded from this waiver are gross negligence or fraudulent misrepresentation by either party.

Customer agrees that for any liability related to purchase of products the cooperative is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase of products under this agreement.

MAIL ELIGIBILITY

An organization authorized to mail at the Nonprofit Standard Mail rates may mail only its own matter at those rates. It may not delegate or lend the use of its Nonprofit Standard Mail authorization to any other person or organization. Cooperative mailings may be made at the Nonprofit Standard Mail rates only if each of the cooperating organizations is individually authorized to mail at those rates at the office where the mailings are deposited. Eligibility for nonprofit mailing status is determined by the United States Postal Service, not by Salem-Keizer School District 24J. If you are not sure of your mailing status or want to know what the difference between nonprofit rates and regular rates are, please contact the Mail & Distribution Coordinator for Salem-Keizer School District 24J Mailing Services at 503-399-3003.

ON-LINE ORDERING

As a free service to our members, Salem-Keizer School District 24J Auxiliary Services Cooperative is pleased to provide websites for on-line order submission and product inquiries. On-line ordering is optional and use of sites are subject to the Terms of Use. By accessing, browsing and/or using these sites, you acknowledge that you have read, understood and agree to be bound by these terms and to comply with all applicable laws and regulations. The Auxiliary Services Cooperative will not be responsible for typographical or other errors or omissions regarding prices or representations.

Agreement

This is to confirm the understanding between the Salem-Keizer School District 24J Purchasing Cooperative (Cooperative) and the registered cooperative members (Customer) regarding placing online orders for equipment and supplies via the Cooperative's website.

Approving Authority

A designated person from each school district who is responsible for approving all orders from the faculty of their agency/school district. This person may also create and submit orders to the Cooperative. In addition, they can create faculty user accounts.

Faculty User

Personnel in each agency/school district who are authorized to request products and submit orders to their agency/district's approving authority.

Issuance of Password

The Cooperative will authorize a set of user names and passwords that the Cooperative may revise from time to time for security purposes. Customer's Approving Authority may use these Passwords to place on-line orders. Upon receipt of this signed agreement, the Cooperative will recognize all Purchase Orders submitted on-line as valid orders. The Customer will indicate a designated representative who will be the Cooperative's contact regarding the Passwords and will be responsible for disclosing Passwords to authorized Customer employees, representatives or agents.

Passwords

Customer Passwords are required so that the Cooperative may accept an on-line Purchase Order. By submitting on-line Purchase Orders using Customer's Password, Customer authorizes the Cooperative to carry out instructions included in the Purchase Order. Customer acknowledges its duty to hold the Passwords in strictest confidence and agrees to maintain control over the Passwords, revealing its Passwords only to those Customer employees, representatives or agents authorized to place equipment and supply orders with the Cooperative. If Customer believes or has reason to believe a Password has been revealed to or obtained by unauthorized individuals, Customer will contact the Cooperative immediately so that the Cooperative may deactivate the Password. Customer further agrees that use of an authorized Password in connection with an on-line Purchase Order will serve as a signed and written contract.

Customer's Liability

Customer agrees that full payment for any Purchase Order made using Customer's Passwords will be Customer's responsibility in accordance with this agreement.

IF YOU NEED ADDITIONAL INFORMATION ON ON-LINE ORDER SUBMISSION, SEE THE HELP SECTION ON THE WEBSITE OR CONTACT THE OFFICE MANAGER AT 503-399-3110.