



PURCHASE ORDER

Shelton School District No. 309

700 South 1st Street • Shelton, WA 98584 • (360) 426-1687 • Fax (360) 427-8610

P.O. NUMBER: 1092300051
VENDOR KEY : AK ATHLE000
PAGE NUMBER: 1
P.O. DATE : 09/22/2023
SHIP DATE : 09/22/2023
FISCAL YEAR: 2023-2024
ENTERED BY : IBARRIRE001

PRINTED 09/25/2023

COMPANY:

AK ATHLETIC EQUIPMENT, INC
8015 HOWE Industrial Parkway
CANAL WINCHESTER, OH 43110

Phone: (614) 920-3069
Fax:

DELIVER TO:

SHELTON SCHOOL DIST/SPECIAL SV
700 S 1ST ST
SHELTON, WA 98584

ATTN: IREMLY IBARRA DELBOSQUE

QUANT.	UNIT OF MEASURE	CATALOG	DESCRIPTION	UNIT COST	TOTAL COST
3			CUSTOM WOOD BACKED GYM WALL PADDING PANELS 2'X6'- ROYAL BLUE.	95.00000	285.00

PO Subtotal	285.00
Other Charges	0.00
Tax	25.08
TOTAL	310.08

USE P.O. NUMBER ON ALL CORRESPONDENCE

T A X E X E M P T I O N S

PURCHASE APPROVED BY:

Brenda Trogstad

Director of Finance

P.O.: 1092300051 ACCOUNT SUMMARY (FOR INTERNAL USE)	VENDOR KEY : AK ATHLE000
ACCOUNT	AMOUNT
10 E 530 2100 27 5610 0210 0000 0000 0	310.08

PLEASE SEE REVERSE SIDE FOR IMPORTANT VENDOR INSTRUCTIONS.

TERMS

Billing Instructions:

- PO number must appear on all invoices, packages and correspondence.
- Invoices must be sent to Shelton School District, 700 S 1st St. Shelton WA 98584 or other address as indicated on front of Purchase Order.
- Packing slips must be included in each shipment.
- This order is subject to Washington State sales tax, although Purchaser is exempt from all federal excise tax.
- This sales contract between the purchaser and the seller agrees that payment will be mailed within 60 days of receipt of invoice and satisfactory rendering of all goods and/or services.
- Prices shown on Purchase Order are estimates. Call if actual prices exceed order by 15% or more.

Shipping Instructions:

- No COD's. No Express or Freight Collect Shipments Accepted.
- Material Safety Data Sheets (MSDS) must be included for all hazardous materials or mailed to Shelton School District. Attn: Maintenance Director. 700 S 1st St, Shelton WA 98584.

CONDITIONS

1. **Definitions.** The term "Purchaser", means Shelton School District and the term "Seller" means the person, firm or corporation from whom the merchandise has been ordered.
2. **Contract.** This form, when properly signed and bearing a Purchase Order Number, is the only form which will be recognized by Purchaser as authority for charging merchandise to its account; supersedes all previous communications and negotiations, except as referenced herein, and constitutes the entire agreement between the parties, except as provided herein. The Seller, without written consent of the Purchasing Agent, shall not make any changes, alterations or variations in the terms of the Purchase Order. No terms stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign this order without Purchaser's prior consent. No waiver by Purchaser of a breach of any provision of this order shall constitute a waiver of any other breach of such provision or of any other provision. When a Bid Number is cited on the face of this form terms, conditions and specifications offered by the Seller and accepted by the Purchaser are made a part of this contract.
3. **Delivery.** The Seller shall deliver the materials, equipment or supplies or cause the work to be performed within the time and manner specified in the Purchase Order.
4. **Inspection.** All merchandise is subject to Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If, upon inspection, any merchandise is found to be unsatisfactory, defective or of inferior quality or workmanship or fails to meet the specification or any other requirements of this order, Purchaser may return such merchandise to Seller at Seller's expense. Payment of merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse Purchaser for any amounts paid by Purchaser on account of the purchase price of such returned merchandise and any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
5. **Warranty:** Seller warrants that all articles furnished hereunder shall be free from all defects in material and workmanship and shall conform to any applicable specifications and for the purpose for which they are sold. Said warranties shall remain in effect for a period of one year after it is accepted at destination. This warranty is in addition to any standard warranty or service guarantees given by the Seller to the Purchaser, and Purchaser may, at its discretion, accept Seller's standard warranty for such articles in lieu of the warranty provisions set forth herein. Seller, upon notice from Purchaser, shall at purchaser's discretion, either repair or replace the defective article or merchandise or agree to an equitable adjustment in the order price.
6. **Title.** Seller warrants that the merchandise it is selling to Purchaser is free and clear of all liens and encumbrances and that Seller has a good marketable title to same.
7. **Compliance.** Seller agrees that goods delivered and services provided shall comply with all ordinances, laws and lawful regulations applicable to the purchase, manufacture, processing and delivery of the merchandise or service, and shall obtain and pay for all required licenses and permits. All equipment furnished will be required to satisfy any applicable requirements of the Occupational Safety and Health Act and for the Washington Industrial Safety and Health Act in effect at the time of delivery.
8. **Nondiscrimination:** Shelton School District is an equal opportunity employer. The Seller agrees that it and its subcontractors will comply with all local, state and federal laws prohibiting discrimination with regard to race, creed, color, sexual orientation, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. The Seller understands that discrimination in public accommodations based solely on disability is prohibited. The Seller understands and agrees that its own compliance with nondiscrimination laws is a condition precedent to its right under this purchase order and that violation of said laws may result in cancellation of this order.
9. **Indemnification.** Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Contractor or its employee's(s') of agent's(s') performance or failure to perform duties pursuant to the agreement, shall be the Contractor's sole obligation and the Contractor shall indemnify and hold harmless the Shelton School District in full for any and all such acts or failures to act on the part of the Contractor or its employee(s) or agent(s). The District requires a Certificate of Insurance on file naming Shelton School District as additional insured, with endorsement, when applicable. Certificate of insurance should be mailed to: Shelton School District, 700 S 1st St, Shelton WA 98584.
10. **Applicable Law.** This agreement shall be governed by the laws of the State of Washington.
11. **Federal Programs.** By acceptance of this purchase order the seller certifies that neither the seller nor its principles have been suspended or disbarred from federal procurement programs.
12. **Crimes Against Children.** The Seller shall not utilize any employee at a District site or allow any contact between school children and any employee when an employee has pled guilty to or been convicted of any felony crime against a child under RCW 9A.42, RCW 9A.32, RCW 9A.36, RCW 9A.44, RCW 9A.88, RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for immediate termination of contract.