

Warren Area High School
Purchase Order Checklist, Purchase Agreement,
Curriculum & Support Agreement

Purchase Order Checklist

Congratulations on your school's decision to install a Student Broadcast Studio! You'll be joining leading school organizations across the country in preparing today's learners for tomorrow's challenges.

Please be sure to provide the following documents so we can begin our purchasing and implementation process.

Required at Time of Purchase

Purchase Order

~~Signed Attachment C - Color Choice~~

Software License Contact:

Name: _____

Phone Number: _____

E-Mail Address: _____

Additional Documentation

Completed	Expected (Date)	Due in:	
	____/____/____	(7 days)	Information Request Form
	____/____/____	(30 days)	25% Deposit
	____/____/____	(30 days)	Signed Purchase Agreement
	____/____/____	(30 days)	Signed Curriculum and Support Agreement
	____/____/____	(30 days)	Tax Exemption Form



Creative Learning
systems

Next Steps

Your account representative will schedule a webinar to confirm installation dates, review room readiness requirements and finalize the Student Broadcast Studio Implementation Timeline.



**Warren Area High School
Purchase Agreement, Purchase Order Checklist,
Support Agreement**

Purchase Agreement

Whereas Warren Area High School ("Customer") desires to purchase, and Creative Learning Systems, LLC ("Creative Learning Systems" or "CLS") desires to sell, goods and services as described in the attached Proposal, Customer and CLS agree as follows:

PAYMENT TERMS

Payment shall be made to Creative Learning Systems and tendered according to the following schedule:

25% of Purchase Price - due as deposit with submission of customer's purchase order

75% of Purchase Price - due upon delivery of factory-wrapped goods to customer's designated delivery location

Payments by credit card are subject to an additional 3% credit card processing surcharge.

PURCHASE ORDERS: Purchase orders must be made out to Creative Learning Systems LLC, 1801 Lefthand Circle, Longmont CO 80501. Facsimiles will be accepted *pending receipt of original purchase order* (Fax to 303-772-6422 Attention: Shelley Nault or e-mail to snault@creativelearningsystems.com).

Purchase Order(s) Item Description(s):

Student Broadcast Studio for \$78,250

Support Agreement for \$1,000

Per CLS Proposal Dated October 12, 2018

WHOLE UNIT: The instructional plan for this Learning Environment is based on the inclusion of all of the fixtures, equipment, courseware, and supplies listed here. This Proposal is a complete system, and is offered for purchase only on a whole-unit basis.

SUBSTITUTION: Creative Learning Systems attempts to provision each of its learning environments using the most current technologies and the most effective learning resources available at the time of implementation. We therefore reserve the right to make equivalent or better substitutions for item(s) described herein.

PROJECT TIMELINE: Delivery, installation, and training shall be scheduled on dates mutually acceptable to Customer and CLS. Please note that typical lead times from receipt of purchase order and completion of Purchase Order Checklist items (see attached) to delivery of orders typically ranges from eight to twelve weeks depending on the degree of customization, availability of materials and supplies, and seasonal demand). You will be responsible for ensuring that the facility is ready for installation on the agreed upon date including electrical and data services, finished flooring and a secure room. **If the facility is not ready for installation on the agreed upon date, installation may be rescheduled and will be subject to fees for additional travel and labor.** Installation typically takes three to five days. Professional development and technical training is typically scheduled as soon after installation as is practical for both parties. Time is of the essence in the execution and fulfillment of this agreement and each party agrees to use its best efforts to carry out its obligations and responsibilities as stated herein.

CHANGE ORDERS: This Agreement constitutes a binding contract to purchase the goods and services described in the Proposal. Customer modifications to this order after issuance of a purchase order are subject to the sole discretion of CLS and may result in additional charges and/or restocking fees. Adjustments for cancelled items shall be applied to substitute goods as mutually agreed or credited towards the purchase of future goods. Software purchases may not be cancelled or changed after receipt of purchase order. CLS shall submit all change orders to Customer in writing for prior approval.



OTHER TERMS AND PROVISIONS: Customer shall issue a valid Purchase Order referencing this Proposal consistent with the terms of this Agreement. The State of Colorado shall govern the interpretation of this agreement, and it is expressly understood that Boulder County, Colorado, is the exclusive forum for any disputes arising under this agreement. Any expenses incurred in collecting past due accounts, including court costs and attorney fees, shall be added to the amount due. Please note that photos appearing in this proposal represent sample configurations and are provided for general information only. Please refer to written descriptions for specifications of equipment to be provided under this proposal.

SIGNATORY PAGE: Please sign below and return to CLS with your Purchase Order(s).

Read, Agreed to, and Signed by:

Approved Customer Representative:

Name: _____ Title: _____

Signature: _____ Date: _____

For CLS:

Name: _____ Title: _____

Signature: _____ Date: _____

ATTEST:

Board Secretary, Warren County School District

Student Broadcast Studio Support Agreement

This **Student Broadcast Studio Support Agreement** (“Agreement”) is made on October 12, 2018 and entered into between Creative Learning Systems, LLC (“CLS”), and Warren Area High School (“Partner School”).

Partner School Information		Partner School Contact Information	
Name:	Warren Area High School	Contact Name(s):	
Street Address:	345 East Fifth Avenue	Contact Role:	
City, State, Zip:	Warren, PA 16365	Phone(s):	
Phone:		Fax:	
Web Site:		Email:	
Primary Facilitator:			

Term of Agreement: July 1, 2019 through June 30, 2024 (“Term”)

Payment Schedule:

Due Upon Execution: \$1,000 (for the contract period July 1, 2019 through June 30, 2020)
Due June 30, 2020: \$1,000 (for the contract period July 1, 2020 through June 30, 2021)
Due June 30, 2021: \$1,000 (for the contract period July 1, 2021 through June 30, 2022)
Due June 30, 2022: \$1,000 (for the contract period July 1, 2022 through June 30, 2023)
Due June 30, 2023: \$1,000 (for the contract period July 1, 2023 through June 30, 2024)

Summary of Services and Benefits to be provided by CLS to Partner School (see details below):

- **Unlimited telephone and online pedagogical and technical support**

Additional Terms:

Contract Term: This Agreement shall run through the full Term as specified above unless cancelled by Partner School in accordance with the terms of this Agreement.

Cancellation: Partner School may cancel this Agreement prior to any annual contract period by providing written notice to CLS of its intent to cancel this Agreement at least 90 days prior to a contract period start date as specified above.

Pre-payment: A 10% discount on the above fees shall be applied on a pre-paid five year contract. All fees paid pursuant to this Agreement are non-refundable.

Technical and Pedagogical Support: Partner School is entitled to unlimited toll-free telephone and remote computer support.

Taxes: Partner School shall pay all sales, use and excise taxes, and all other taxes and duties, if applicable, on goods and services provided under this agreement.



Transferability: All services and benefits are non-transferrable and shall be provided only to Partner School listed above.

Execution of Service Agreement

By signing below you certify that you have read and agree to the Terms and Conditions of this Agreement and that you are authorized to sign this Agreement on behalf of the Partner School.

Please return a fully completed and signed copy of this Agreement to:

Creative Learning Systems, LLC
1801 Lefthand Circle
Longmont, CO 80501
Fax: 303-772-6422

For Partner School:

Signature: _____

Date: _____

Print Name: _____

Title: _____

For CLS:

Signature: _____

Date: _____

Print Name: _____

Title: _____

ATTEST:

Board Secretary, Warren County School District