County First Steps to School Readiness Local Partnership ("Local Partnership") Purch	ase Order

Date:		
Purchase Order No.		
Vendor	Ship To	Other Information
Vendor Name: Vendor Address:	Local Partnership Address:	Ship Via:
		Delivery Date:
Phone: Email:	Phone: Email:	

Item #	Product Name/Description	Qty	Unit Price	Total
Taxes				
Shipping				
			Grand Total:	

By signing below, Vendor agrees to the above items and Terms and Conditions below.

Date	Authorized Signature

Terms and Conditions

- 1. This Purchase Order may be accepted only upon the terms and conditions set forth herein. Any additional or different terms proposed by Vendor shall not apply unless accepted in writing by Local Partnership.
- 2. Vendor hereby agrees to sell and deliver to Local Partnership the Products identified in this Purchase Order according to the terms set forth herein.
- 3. Local Partnership shall pay Vendor for accepted Products within forty five (45) days of the acceptance of such Products.
- 4. All shipments shall be made F.O.B. destination, freight prepaid, to the "ship to" address above. Vendor shall be responsible for risk of loss and damages to any Products(s) until delivery.
- 5. Vendor represents and warrants that upon delivery it shall transfer good title to Local Partnership in all Products, free and clear of all liens, security interests or other encumbrances.
- 6. Local Partnership shall have the right to reject any Products which are not timely delivered, damaged or do not meet Local Partnership's requirements, as solely determined by Local Partnership. Upon such rejection, Vendor shall arrange for the return of the Products at Vendor's expense and immediately refund to Local Partnership all amounts which Local Partnership has paid to Vendor for such Products.
- Local Partnership shall have the right to cancel any shipment prior to delivery.
- 8. Delivery must actually be affected within the time stated on this Purchase Order. If for any reason whatsoever, including conditions beyond the control of the Vendor, delivery is not timely, Local Partnership is entitled to obtain the Products elsewhere and to charge the Vendor with any loss incurred as a result thereof or, at its option, to cancel the Purchase Order. It is understood that time is of the essence under this Purchase Order.
- 9. Vendor warrants that all Products delivered hereunder shall be free from defects in workmanship, material, and manufacture and shall comply with the requirements of this Purchase Order. Vendor further warrants that Products purchased hereunder shall be of merchantable quality and shall be fit and suitable for the purpose intended. The foregoing warranties are conditions to this Purchase Order and are in addition to all other warranties, express or implied, and shall survive any delivery, inspection, acceptance or payment by the Local Partnership. If any warranties specified herein or otherwise, applicable are breached by the Vendor, Local Partnership may elect to: (a) require the Vendor to correct, at Vendor's sole expense, any defect or nonconformance by repair or replacement, or (b) return any defective or nonconforming goods to Vendor at the Vendor's expense and recover from the Vendor the price thereof. The foregoing remedies are in addition to all other remedies at law or equity and shall not be deemed to be exclusive. The foregoing warranties shall survive acceptance of any Products.
- 10. This Purchase Order is not assignable by the Vendor without the prior written consent of the Local Partnership.
- 11. Local Partnership may terminate this Purchase Order by notifying Vendor prior to delivery. If Local Partnership terminates this Purchase Order, it shall not be obligated to pay any amount to the Vendor or for any damages.
- 12. The failure of Local Partnership to enforce at any time any of the provisions of this Purchase Order shall in no way be construed as a waiver of such provision no in any way affect the right of the Local Partnership thereafter to enforce each and every provision of this Purchase Order.
- 13. Vendor shall indemnify, defend and hold Local Partnership and its directors, officers, employees, agents and insurers harmless from and against any and all claims, demands, damages, losses, costs, expenses or other liabilities, both actual and consequential of any nature (including reasonable attorneys' fees and costs) resulting from, arising out of or related to directly or indirectly to any of the Products or any breach by Vendor of any provision of this Purchase Order.
- 14. Vendor shall comply, with all applicable federal, state and local laws and ordinances, and all lawful orders, rules, and regulations thereunder.
- To comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the Family Privacy Protection Act of 2002, Vendor shall maintain the confidentiality of any student educational and personal information or records to which it has access. Vendor shall use and/or disclose protected student educational and personal information or records only to the extent necessary to satisfy obligations under this Purchase Order and may only do so consistent with this Purchase Order and FERPA. Such information may not be released without a properly completed authorization signed by the student's parent or guardian. If information is released pursuant to the receipt of a properly completed authorization, documentation of the release must be maintained. A copy of the authorization must be included in this documentation.
- 16. This Purchase Order and all disputes and other matters arising out of or relating to this Purchase Order, are governed by, and construed in accordance with, the laws of the State of South Carolina without regard to the conflict of laws provisions thereof or of any other jurisdiction to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of South Carolina. Any dispute for which a party is permitted to bring a court proceeding shall be instituted exclusively in the United States District Court, District of South Carolina or the courts of the State of South Carolina located in or nearest to the county of the Local Partnership principal place of business and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding; provided that an action to enforce a judgment or order of any such court may be enforced in any court having competent jurisdiction.
- 17. This Purchase Order constitutes the sole and entire agreement of the parties to this Purchase Order with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.