

**Texas Association of School Boards, Inc.
BuyBoard® Purchasing**

NONPROFIT SUBSCRIBER AGREEMENT

This Nonprofit Subscriber Agreement ("Agreement") is entered into by and between the Texas Association of School Boards, Inc. ("TASB"), a tax-exempt, nonprofit, Texas corporation, with offices at 12007 Research Blvd, Austin, Texas 78759, and the undersigned nonprofit organization ("Subscriber"). The purpose of this Agreement is to facilitate the purchasing function for all subscribing nonprofit organizations by identifying qualified vendors of commodities, goods and services, to apply sound competitive procurement principles to purchases by nonprofit organizations, and to realize the various potential economies, including administrative cost savings, for Subscribers.

WITNESSETH:

WHEREAS, TASB owns and operates the BuyBoard®, a system of electronic commerce and procurement;

WHEREAS, TASB offers nonprofit, tax-exempt entities use of the BuyBoard at no cost; and

WHEREAS, the undersigned Subscriber is a nonprofit, tax-exempt entity and desires to participate in the purchasing opportunities afforded by the BuyBoard;

NOW BE IT RESOLVED, that the undersigned Subscriber in consideration of the agreement of TASB to provide services as detailed in this Agreement, does hereby agree to the following terms, conditions, and general provisions.

The parties, intending to be legally bound, do hereby agree as follows:

TERMS AND CONDITIONS

1. **Authority.** The Subscriber, by execution of this Agreement, hereby certifies and represents that all necessary authority has been obtained to enter into this Agreement; that it is a nonprofit, tax-exempt organization; and agrees to become a Subscriber to the BuyBoard.
2. **Term.** The initial term of this Agreement shall commence on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals.

3. **Termination.**

- (a) **By Subscriber.** This Agreement may be terminated by the Subscriber at any time by thirty (30) days prior written notice to TASB
- (b) **By TASB.** TASB may terminate this Agreement by:
 - (1) Giving ten (10) days notice by certified mail to the Subscriber if the Subscriber fails or refuses to make the payments as herein provided; or
 - (2) Giving thirty (30) days notice by certified mail to the Subscriber if the Subscriber fails to abide by a material term of this Agreement.
- (c) **Termination Procedure.** If the Subscriber terminates its participation during the term of this Agreement or breaches this Agreement, or if TASB terminates participation of the Subscriber under any provision of this Agreement, the Subscriber shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of Subscribership.

- 4. **Payments.** Subscriber shall be fully and solely responsible for paying the purchase prices to Vendors from whom purchases are made, and paying to Vendors all sales taxes due on such transactions, if any. Subscriber understands and agrees that TASB will receive fees from Vendors for purchases Subscriber makes through the BuyBoard.
- 5. **Administration.** Subscriber will use the BuyBoard purchasing application in accordance with instructions from TASB; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to TASB or its designee in accordance with instructions of TASB; and make a final accounting to TASB upon termination of membership.

GENERAL PROVISIONS

- 1. **Authorization to Participate.** Each Subscriber represents and warrants that its governing body has duly authorized this Agreement.
- 2. **Cooperation.** The Subscriber agrees to cooperate with any and all reasonable policies and procedures established by TASB for Subscribers.
- 3. **Coordinator.** The Subscriber agrees to appoint a purchasing coordinator who shall have expressed authority to represent and bind the Subscriber, and TASB will not be required to contact any other individual regarding subscription matters. Any notice to or any agreements with the coordinator shall be binding upon the Subscriber. The Subscriber

reserves the right to change the coordinator as needed by giving written notice to TASB. Such notice is not effective until actually received by TASB. The Subscriber's coordinator will be: _____ unless and until the Subscriber provides TASB with written notice of a change.

4. **Limitations of Warranties and Liability.** TASB DOES NOT WARRANT THAT THE OPERATION OR USE OF SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR FREE.
5. TASB HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TASB'S LIABILITY TO SUBSCRIBER UNDER THIS AGREEMENT IS LIMITED TO \$200.

6. **Notice.** Any written notice to TASB shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director of Business Services, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767.
7. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement effective the date written above.

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

By: _____ Date: _____
Gerald Brashears, Director of Business Services

SUBSCRIBER:

(Name of Nonprofit, tax-exempt organization)

By: _____ Date: _____
Signature of Authorized Representative

Printed Name and Title

Coordinator for the
Subscriber is:

Name

Title

Mailing Address

City

State

Zip Code

Telephone

Fax

Email Address