



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

09/23/21

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve submitting a credit application and agreement with Willoughby Supply for Kenton County School District construction projects.

**APPLICABLE BOARD POLICY:**

01.11 General Powers of the Board. The Board may borrow money on the credit of the Board.

**HISTORY/BACKGROUND:**

Willoughby Supply is requesting a credit application and agreement be submitted in order to accept District purchase orders for purchases to be made for Kenton County School District construction projects.

**FISCAL/BUDGETARY IMPACT:**

None.

**RECOMMENDATION:**

Approval to submit a credit application and agreement with Willoughby Supply for Kenton County School District construction projects.

**CONTACT PERSON:**

Jennifer Weis-Smith

A handwritten signature in blue ink, reading "Jennifer Weis-Smith", written over a horizontal line.

Principal/Administrator

A handwritten signature in blue ink, reading "David Lloyd", written over a horizontal line.

District Administrator

A handwritten signature in blue ink, written over a horizontal line.

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.



## Credit Application and Agreement

All fields indicated by an "\*" are required fields and the application cannot be processed without them

\*Credit Amount Requested: \$ 80,000 \*Monthly Purchases: \$ \_\_\_\_\_  
Existing Account? ☐ NO ☐ YES Acct# \_\_\_\_\_ \*Purchase Order Required? ☐ NO ☒ YES  
Order Pending?: ☐ NO ☐ YES Amount: \$ \_\_\_\_\_  
\*Branch: \_\_\_\_\_ Branch Sales Rep: \_\_\_\_\_

\*Company Name: Kenton County Board of Education Doing Business As (DBA): \_\_\_\_\_  
\*Mailing Address: 1055 Eaton Dr. Ft. Wright, KY 41017  
\*Shipping Address: \_\_\_\_\_  
\*Phone: (859) 344-8888 Fax: (859) 344-1531

\*Organization Type: K-12 Public Schools \*State/Province of Incorporation: \_\_\_\_\_  
\*Style of Business: ☐ Residential ☐ Commercial ☐ Distributor ☐ Builder  
\_\_ Reroof \_\_ Multi-Family \_\_ General Contractor \_\_ Coating \_\_ ModBit \_\_ Lumberyard \_\_ National  
\_\_ Tile \_\_ Gutter \_\_ Gutter \_\_ Siding \_\_ Windows \_\_ Singly Ply \_\_ Wholesale \_\_ Local  
\_\_ National Restoration Contractor ☐ Interior - Kitchen ☐ Interior - Drywall  
\*# of Employees: \_\_\_\_\_ \*Year Established: \_\_\_\_\_  
Federal Tax ID: 61-6001301 \*Annual Sales: \$ \_\_\_\_\_  
\*Tax Exempt or Resale/Other? ☐ NO ☒ YES If yes please include signed certificate or copy

### Applicant Contact Information

\*Name: Jennifer Weis-Smith \*Title: Procurement Coordinator  
\*Phone: (859) 344-8888 E-Mail: Jennifer.Weis@Kenton.Ky.schools.us

Do you have a Contractors License? ☐ NO ☐ YES License #: \_\_\_\_\_  
Website URL: \_\_\_\_\_

### Invoices and Statements

Provide your e-mail address or fax number to receive invoices and statements. You may provide up to 5 email addresses or one fax number.

1 accounts.payable@Kenton.Kyschools.us

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

### Order Confirmation

If you would like to receive an order confirmation by e-mail and/or fax please provide up to five e-mail addresses and/or a fax number

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

### Delivery Confirmation

If you would like to receive delivery confirmations by e-mail and/or text message please provide one e-mail address and/or one cell number

E-mail \_\_\_\_\_

Cell \_\_\_\_\_

### Marketing

If you would like to receive notification on increases/decreases in pricing, special buys, branch events, etc. please provide the information below

*Name: _____	*E-Mail: _____
*Cell: _____	
Name: _____	E-Mail: _____
Cell: _____	
Name: _____	E-Mail: _____
Cell: _____	
Name: _____	E-Mail: _____
Cell: _____	
Name: _____	E-Mail: _____
Cell: _____	



**Owner/Officer Information**☐ Same as Application's Contact Information

\*Name: \_\_\_\_\_

\*Title: \_\_\_\_\_

\*Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Consent To Obtain Consumer Credit Report**

The undersigned individual who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with SRS Distribution Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller"); recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by Seller as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

\_\_\_\_\_  
Individual Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date\_\_\_\_\_  
Individual Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date**Personal Guaranty**

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit By SRS Distribution Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller") to (Print Company Name) \_\_\_\_\_ (Debtor), the undersigned Guarantor(s), personally and individually (and jointly and severally if more than one Guarantor) unconditionally guaranty(s) to Seller the full and prompt payment of all obligations which Debtor presently or hereafter may have to Seller. Guarantor(s) agree to indemnify Seller against any losses Seller may sustain and expenses it may incur as a result of any failure of Debtor to perform its obligations hereunder, including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of Debtor hereunder, or in enforcing this Guaranty against Guarantor(s). Guarantor(s) hereby waive(s) diligence, demand, protest or notice of any kind. The undersigned Guarantor(s) agrees that the guaranties and covenants of this signed Personal Guaranty are incorporated into any updated subsequent Credit Application and Agreements signed by the Guarantor(s). This shall be a continuing guaranty and shall remain in full force until Guarantor(s) deliver(s) to SRS Distribution Inc. at 7440 State Highway 121, McKinney, TX 75070, written notice revoking the guaranty as to indebtedness incurred subsequent to delivery and receipt of such notice. Such notice shall not affect any of Guarantor(s) obligations hereunder with respect to indebtedness previously incurred. The undersigned, as personal Guarantor(s), (each) recognize that his or her individual credit history may be a necessary factor in the evaluation of this Guaranty, and hereby consent to the use of a consumer credit report on the undersigned by Seller from time to time as determined to be necessary in its sole discretion in the credit application process.

\_\_\_\_\_  
Signature of Guarantor\_\_\_\_\_  
Gurantor's Printed Name\_\_\_\_\_  
SSN\_\_\_\_\_  
Signature of Guarantor\_\_\_\_\_  
Gurantor's Printed Name\_\_\_\_\_  
SSN\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Witness' Printed Name\_\_\_\_\_  
Date**\*Please Provide A Photocopy Of State Issued Drivers License And/Or Picture ID**

Alternative Dispute Resolution Provisions: At the option of the Seller, any dispute, claim or controversy which arises out of the sale of goods by the Seller to the Customer, including any action against the guarantor identified above, or any issue recognized by an arbitration association or body. Judgment by any court of competent jurisdiction may be entered upon the arbitration award. In addition, the Customer hereby agrees to submit any such dispute, claim or controversy to any other alternative dispute resolution procedure, (such as mediation), selected by any Seller for the resolution of disputes.

The Federal Equal Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

**Business/Trade Reference**

Trade References cannot be insurance, credit card companies or utilities. It must be a vendor with whom you have a credit account

\*Company Name: (see Attached) Account# \_\_\_\_\_

\*Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ \*E-Mail: \_\_\_\_\_

Company Name: \_\_\_\_\_ Account# \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Company Name: \_\_\_\_\_ Account# \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-Mail: \_\_\_\_\_

The Customer identified above hereby applies for open account credit from SRS Distribution Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller"). The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Seller to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. Terms of sale are noted on the invoice. COD restrictions may be placed on any past due account. A service charge of one-and-one-half percent (1-1/2%) per month or eighteen percent (18%) per annum may be assessed on delinquent invoices but not to exceed, at any time, the highest rate of interest legally allowed. All amounts due for purchases are payable to Seller at 7440 State Highway 121, McKinney, TX 75070. Applicant agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at the discretion of Seller and that applicant expressly waives its venue rights without reference to conflicts of laws or legal principles. Applicant further agrees that the amount of credit desired and approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of the line of credit either desired or approved. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of Seller. In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorneys' fees, and/or costs of collection whether or not suit is filed. I/We understand that we must notify Seller in writing by certified mail of any change in ownership the name of the business or structure of the business under which credit was established. The Customer hereby represents that all goods purchased from the seller are for business or commercial purposes and are not intended for personal, family, or household uses. The person executing this agreement has the authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions. Terms and Conditions are incorporated herein.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

## Standard Terms and Conditions Of Sale

1. All sales are expressly conditional on Buyer's agreement to the standard terms and conditions on this form. Any order or statement of intent to purchase any merchandise and/or services from SRS Distribution Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller"); or any direction to proceed with engineering, procurement, manufacturer or shipment of any of said merchandise and/or services; or acceptance of all or part of such merchandise and/or services; or payment of all or part of such of such merchandise and/or services; shall constitute assent to said terms and conditions. If a subsidiary, business unit or assumed name of Seller is identified on the face of the Credit Application and/or Picking Ticket, then Seller means that subsidiary, or business unit. Any different or additional terms and conditions proposed by buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically agreed to in writing by an authorized representative of Seller's management. We do not assume any responsibility or liability under contracts, agreements or covenants between the purchaser and others. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for merchandise and/or services by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, or Buyer is in breach of any of the terms and conditions stated herein, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before manufacture or shipment. In order to provide security for the payment of the full price of merchandise and/or services furnished hereunder, Buyer grants Seller a security interest in said merchandise and/or services. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
3. Seller assumes no responsibility for merchandise and/or services meeting any job specifications or requirements unless specifically so stated in its written quotation.
4. As to merchandise delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damages shall be on Buyer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without cost to Seller.
5. Shipping or performance dates are not guaranteed, but if stated, are based upon best information then available and is subject to change without notice unless otherwise specifically stated in writing. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (a) a cause beyond its reasonable control, (b) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (c) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
6. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of merchandise and/or services that may prove defective in material or workmanship. The forgoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described merchandise, which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
7. Seller's liability on any claim or damage arising out of the supplying of any merchandise and/or services to Buyer, or their sale, resale, operation of use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such merchandise and/or services or part thereof involved in the claim. Seller shall not, under any circumstances be liable for any labor charges without the prior written consent of Seller. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concerns any merchandise and/or services supplied hereunder, or any system or equipment in which any such merchandise and/or services may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
8. No merchandise and/or services will be accepted for return without the written permission of Seller. Normally stocked items in resalable condition will be accepted for credit subject to a minimum 20% restocking charge. Merchandise and/or services will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's sources of supply and such terms have been accepted by the Buyer. All merchandise and/or services claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
9. Should shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
10. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically agreed to in writing by an authorized representative of Seller's management.
11. Orders placed by Buyer may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
12. Authorized Purchasers: Unless you notify us in writing to the contrary prior to making a purchase, you hereby represent and warrant that any employee or agent action on your behalf shall be deemed to be authorized by you and Seller may rely upon such representation, unless the written notice referred to herein is provided by you prior to making such purchase.
13. Payment Application: Unless you direct otherwise in writing with each remittance, payments will be applied first to any finance charges or service charges, then against matching open invoices, as Seller may determine in its sole discretion. However, all payments received after the invoice due date will be applied only at Seller's discretion and may be applied to the oldest invoices first, regardless of lien status of the delinquent invoices in question.
14. If Buyer has provided a fax number above, Buyer hereby authorizes Seller to send and hereby consents to receive fax information from Seller that may include, but is not limited to, credit account billing information, flyers, market update information, sales promotions, price sheets, product specification, and other materials information.
15. If paid by credit card, no discount is available.