



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

Issue Paper

DATE:

03/24/2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve submitting a credit application with ClimateMaster in order to purchase materials needed for board approved 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:

ClimateMaster is requesting a credit application 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:

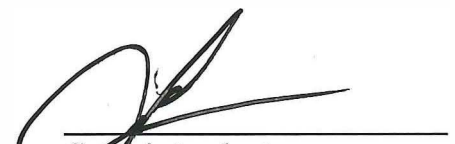
Approval to submit a credit application with ClimateMaster in order to purchase materials needed for board approved construction projects.

CONTACT PERSON:

Jennifer Weis-Smith


Principal/Administrator


District Administrator


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.

ClimateMaster Credit Application Form

Applicant's Information

Company Name	Kenton County School District				
Street Address	1055 Eaton Dr.				
City	Ft. Wright	State/Prov.	KY	Zip Code	41017
BILLING ADDRESS IF DIFFERENT FROM ABOVE					
Billing Address	1055 Eaton Dr.				
City	1055 Eaton Dr.	State/Prov.	KY	Zip Code	41017
Account Payable Contact	Misty Jones	Title	Accounts Payable Bookkeeper		
Contact Information	Area Code	Phone Number	Fax Number	Accounts Payable Email Address	
	859	344-8888	859-344-1531	accounts.payable@kenton.kyschools.us	
Company Type	<input checked="" type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Joint Venture <input type="radio"/> Partnership <input type="radio"/> Sole Proprietor Registration State				

BUSINESS SIZE	BUSINESS TYPE (Check all that apply)				
<input checked="" type="radio"/> Large Business <input type="radio"/> Small Business	<input type="checkbox"/> Minority Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> HUBZone <input type="checkbox"/> Small Disadvantaged Business <input type="checkbox"/> Service Disabled Veteran Owned <input type="checkbox"/> Veteran Owned <input type="checkbox"/> Native American/Alaskan/Hawaiian <input checked="" type="checkbox"/> Fed/State/Local Govt Agency <input type="checkbox"/> Non-Profit Organization				
Approximate \$ Volume		Anticipated Monthly \$ Purchases		# of Employees	
Resale Certificate? If yes, attach copy	<input type="radio"/> Yes <input checked="" type="radio"/> No		State(s) of Resale:	Date Bus. Started	
FEIN/Federal Tax Id:			Dun & Bradstreet Number		

Full Name and Title of Officers, Partners or Owners

Name	Title

Bank Reference

Company Name					
Street Address					
City		State/Prov.		Zip Code	
Contact Name	Title				
Contact Information	Area Code	Phone Number	Fax Number	Email Address	

Trade Reference

Reference #1

Company Name					
Street Address					
City		State/Prov.		Zip Code	
Contact Name	Title				
Contact Information	Area Code	Phone Number	Fax Number	Email Address	

Reference #2

Company Name					
Street Address					
City		State/Prov.		Zip Code	
Contact Name	Title				
Contact Information	Area Code	Phone Number	Fax Number	Email Address	

Reference #3

Company Name					
Street Address					
City		State/Prov.		Zip Code	
Contact Name	Title				
Contact Information	Area Code	Phone Number	Fax Number	Email Address	

Authorized Signature

I hereby certify the above information contained herein is correct. I hereby authorize ClimateMaster (CM) to contact the above name and/or trade references for the purpose of determining credit eligibility. It is understood, acknowledged and agreed that all credit information and account performance on or obtained in connection with the foregoing customer may be shared with affiliates of CM. I agree and understand that the electronic transmission of my typed signature shall have the same legal effect as an original signature and is being accepted by CM as my original signature.

☒ I agree to the CM Terms and Conditions Transmitted Herewith
 ☐ I Do NOT agree to the CM Terms and Conditions Transmitted Herewith

Typed Name / Signature		Title	
Company Name		Date	

Fax Completed Credit Application to Credit Manager at (405) 745-2072 or Email to credit@climatemaster.com

ClimateMaster, Inc. 7300 SW 44th St. Oklahoma City, OK 73179	Credit Manager Phone: (800) 299-9747 ext. 259 Credit Manager Fax: (405) 745-2072
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ClimateMaster TERMS AND CONDITIONS

1. Orders shall not be binding upon Climate Master, Inc, a Delaware corporation (hereinafter referred to as "CM") unless accepted by an authorized representative of CM at its office in Oklahoma City, Oklahoma. No distributor, sales representative or any other person or entity (except authorized employees of CM at its office in Oklahoma City, Oklahoma) has any authority whatsoever to bind CM to any representation or agreement of any kind.
2. CM does not build items to plans and specifications. CM agrees to furnish only the items as described in CM's acknowledgment unless CM's office in Oklahoma City, Oklahoma has previously received and accepted, in writing, approved submittals from Purchaser.
3. Prices acknowledged are firm only if Purchaser releases the goods covered by this order for immediate production by CM within sixty (60) days from the date of Purchaser's initial offer to purchase and for shipment by CM within CM's estimated shipping date, unless otherwise agreed to in writing by CM at its office in Oklahoma City, Oklahoma. If Purchaser does not meet the terms and conditions of this paragraph, the prices are subject to escalation to those prices in effect at time of shipment without notice to Purchaser.
4. All prices are F.O.B. CM's factory, unless otherwise agreed by CM in writing; and, all payments and prices shall be in U.S.A. dollars.
5. If goods are released for production but CM is prevented by the Purchaser from shipping upon completion or by CM's estimated shipping date, whichever is later, CM may at its option, in addition to all other remedies, invoice Purchaser to be payable within thirty (30) days and store the goods at Purchaser's sole expense.
6. Title to and risk of loss to the goods passes to the Purchaser F.O.B. CM's factory.

7. Disclaimer

It is expressly understood that unless a statement is specifically identified as a warranty, statements made by CM or its representatives relating to CM's products, whether oral, written or contained in any sales literature, catalog or this agreement, are not express warranties and do not form a part of the basis of the bargain, but are merely CM's opinion or commendation of CM's products. **EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE IS NO EXPRESS WARRANTY AS TO ANY OF CM'S PRODUCTS. CM MAKES NO WARRANTY AGAINST LATENT DEFECTS. CM MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.**

8. CM warrants CM products purchased and retained in the United States of America and Canada to be free from defects in material and workmanship under normal use and maintenance as follows: (1) All complete air conditioning, heating and/or heat pump units built or sold by CM for twelve (12) months from date of unit start-up or eighteen (18) months from date of shipment (from factory), whichever comes first; (2) Repair and replacement parts, which are not supplied under warranty, for ninety (90) days from date of shipment (from factory). Extended warranties on compressors or refrigerant circuit parts are available for an additional price; however, no extended warranty shall apply to any order unless such extended warranty is specifically referenced in CM's acknowledgement. Any extended warranty is subject to the provisions, limitations and exclusions of these terms and conditions.

All parts must be returned to CM's factory in Oklahoma City, Oklahoma, freight prepaid, no later than sixty (60) days after the date of the failure of the part; if CM determines the part to be defective and within CM's Limited Express Warranty, CM shall, when such part has been either replaced or repaired, return such to a factory recognized dealer, contractor or service organization, F.O.B. CM's factory, Oklahoma City, Oklahoma, freight prepaid. The warranty on any part repaired or replaced under warranty expires at the end of the original warranty period. For information and warranty service contact:

ClimateMaster, Inc.
Customer Service
PO Box 2540
Oklahoma City, OK 73101-2540
(405) 745-6000

installation; (3) Any portion or component of any system that is not supplied by CM, regardless of the cause of the failure of such portion or component; (4) Products on which the unit identification tags or labels have been removed or defaced; (5) Products on which payment to CM is or has been in default; (6) Products which have defects or damage which result from improper installation, wiring, electrical imbalance characteristics or maintenance; or are caused by accident, misuse or abuse, fire, flood, alteration or mis-application of the product; (7) Products which have defects or damage which result from a contaminated or corrosive air or liquid supply, operation at abnormal temperatures, or unauthorized opening of refrigerant circuit; (8) mold, fungus or bacteria damages; (9) Products subjected to corrosion or abrasion; (10) Products manufactured or supplied by others; (11) Products which have been subjected to misuse, negligence or accidents; (12) Products which have been operated in a manner contrary to CM's printed instructions; or (13) Products which have defects, damage or insufficient performance as a result of insufficient or incorrect system design or the improper application of CM's products.

CM is not responsible for: (1) The cost of any fluids, refrigerant or other system components, or associated labor to repair or replace the same, which is incurred as a result of a defective part covered by CM's Limited Express Warranty; (2) The costs of labor, refrigerant, materials or service incurred in removal of the defective part, or in obtaining and replacing the new or repaired part; or, (3) Transportation costs of the defective part from the installation site to CM or of the return of any part not covered by CM's Limited Express Warranty.

LIMITATION: This Limited Express Warranty is given in lieu of all other warranties. If, notwithstanding the disclaimers contained herein, it is determined that other warranties exist, any such express warranty, including without limitation any express warranties or any implied warranties of fitness for particular purpose and merchantability shall be limited to the duration of the Limited Express Warranty.

9. Limitation of Remedies

In the event of a breach of the Limited Express Warranty, CM will only be obligated at CM's option to repair the failed part or unit or to furnish a new or rebuilt part or unit in exchange for the part or unit which has failed. If after written notice to CM's factory in Oklahoma City, Oklahoma of each defect, malfunction or other failure and a reasonable number of attempts by CM to correct the defect, malfunction or other failure and the remedy fails of its essential purpose, CM shall refund the purchase price paid to CM in exchange for the return of the sold good(s). Said refund shall be the maximum liability of CM. **THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AGAINST CM FOR THE BREACH OF CONTRACT, FOR THE BREACH OF ANY WARRANTY OR FOR CM'S NEGLIGENCE OR IN STRICT LIABILITY.**

10. Limitation of Liability

CM shall have no liability for any damages if CM's performance is delayed for any reason or is prevented to any extent by any event such as, but not limited to any war, civil unrest, government restrictions or restraints, strikes, or work stoppages, fire, flood, accident, shortages of transportation, fuel, material or labor, acts of God or any other reason beyond the sole control of CM. **CM EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR CM'S NEGLIGENCE OR AS STRICT LIABILITY.**

11. CM shall have no system design, application or maintenance responsibility or responsibility for mold, fungus or bacteria to Purchaser or any other third party.

12. All sales, goods and services, use, excise, value added, transportation, privilege, occupational consumption, storage, document, transaction or other taxes which may be levied by any taxing authority as a result of this transaction shall be paid by the Purchaser.

13. Unless otherwise agreed to in writing by CM any technical data furnished in conjunction with this order and not obtainable from another source shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this order.

14. CM shall have no liability or other obligation hereunder, if CM's performance is delayed for any reason or is prevented to any extent by any event such as, but not limited to, any act of God, strike or work stoppage, fire, flood, accident, allocation, or other controls of Government authorities, shortages of transportation, fuel, material or labor, or any other cause beyond CM's sole control. Any shipping date stated by CM is CM's best estimate but CM makes no guarantee of shipment by any such date and shall have no liability or other obligation for failure to ship on such date, regardless of cause.

15. ~~Payment terms are not thirty (30) days~~ from date of shipment on approved credit. One and one half percent (1 ½%) per month (18% annual rate) may be charged on past due accounts or the highest rate permitted by applicable law, whichever is lesser. In the event the account is placed for collection, Purchaser shall be responsible for all reasonable attorneys fees or costs on a solicitor and client basis, plus all other costs and expenses incurred by CM in securing payment.

16. Purchaser shall not cancel the contract without prior written consent of an authorized representative of CM at its offices in Oklahoma City, Oklahoma. In the event Purchaser cancels the contract with the prior written consent of CM after the Purchaser's offer to purchase is received and acknowledged in writing, CM shall be entitled to receive from Purchaser CM's cost incurred to time of cancellation plus a reasonable allowance for overhead and profit.

17. Purchaser shall not assign any of its interest or rights under this agreement without written consent of CM.

18. CM will protect all its lien rights. CM will not furnish lien waivers or releases until CM receives payment, in full, at its office in Oklahoma City, Oklahoma from Purchaser for the goods covered by this order. There is no authorized retainage for any reason.

Net 30-60
Days
JS 3/23/22

19. This Agreement shall be construed, and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Oklahoma. If it shall be found that any portion of this agreement violates any particular law of the United States or any state in the United States having jurisdiction or, if applicable, any law of Canada or any province or territory in Canada having jurisdiction, such portion of the agreement shall be of no force and effect in that political unit, division or sub-division in which they are illegal or unenforceable and the agreement shall be treated as if such portion or portions had not been inserted. In the event that any dispute or disagreement in connection with any order should arise or exist between Purchaser and CM, jurisdiction and venue for any legal action shall be, if CM so elects, exclusively in the state or federal courts in ~~Oklahoma County, Oklahoma~~. The statute of limitations on any claim of the Purchaser against the CM shall be one (1) year from the date the cause of action accrues.

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County, KY
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20. Without regard to any other agreement, all obligations of Purchaser to CM shall become immediately due and payable if Purchaser becomes insolvent or if Purchaser does not make payments when due or breaches any other agreement or fails to perform any obligation.

21. All orders are expressly limited and made conditional upon acceptance by Purchaser of the terms and conditions set forth above without change. There shall be no understandings, agreements, or obligations (outside these terms and conditions) unless specifically set forth in writing and accepted by signature of an authorized representative of CM in Oklahoma City, Oklahoma.

22. The parties hereto have requested that these presents and all judicial proceedings relating thereto be drafted in English. Les parties aux présentes ont demandé à ce que les présentes et toutes procédures judiciaires y afférentes soient rédigées en anglais.