



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

Issue Paper

DATE:

02/23/2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve the agreement with The Kroger Co. and the Kenton County School District for a customer charge account application as indicated on the attached application.

APPLICABLE BOARD POLICY:

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

HISTORY/BACKGROUND:

The Kroger Co. has requested updated customer information and a charge account application be resubmitted to cover all KCS D Kroger Private Label Purchasing Cards. Central Office, all school locations, and Student Nutrition currently hold Kroger purchasing cards.

FISCAL/BUDGETARY IMPACT:

Varies based upon quantities ordered/services performed.

RECOMMENDATION:

Approval of the agreement with The Kroger Co. and the Kenton County School District for a customer charge account application as indicated on the attached application.

CONTACT PERSON:

Brian Vanover, Assistant Superintendent

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.



Kroger Accounting Services Hutchinson

PO Box 1648 | Hutchinson, KS 67504 | KASHCARHelpdesk@kroger.com | Fax: 620-560-6848 | Phone: 888-327-4911**KROGER ACCOUNT UPDATE FORM*****Incomplete applications cannot be processed*****Account #:** See Attached

Customer Name: Kenton County School District and Associated Schools

BUSINESS DETAILS (required)**BILLING ADDRESS**

Address: 1055 Eaton Drive

City: Ft. Wright

State: KY

Zip: 41017

Accounts Payable Contact: Cristy Richardson

Email: accounts.payable@kenton.kyschools.us

Phone: 859-957-2685

Fax: 859-344-1531

Type of Business: Profit Non-profit *If Non-profit, a Determination Letter from the IRS must be submitted with application.

Federal Tax ID:

State Tax Exemption:

D-U-N-S#: (required)

STATEMENT DETAILS (required)

Would you like the Statements & Correspondence letters sent via email?

☒ YES☐ NO (please circle)To sign up for eStatement please provide email address(s): accounts.payable@kenton.kyschools.us**BANK INFORMATION (may attach company info sheet)**

Bank Name:

Email:

Address:

City:

State:

Zip:

Contact Name:

Phone:

Fax:

BUSINESS REFERENCES (may attach company info sheet)

Company Name:

Email:

Address:

City:

State:

Zip:

Contact Name:

Phone:

Fax:

Company Name:

Email:

Address:

City:

State:

Zip:

Contact Name:

Phone:

Fax:

NOT REQUIRED FOR UPDATE

The Kroger Co. Agreement

Subject to approval of the attached Application by The Kroger Co., on behalf of itself and its affiliates (collectively, "Kroger"), this Agreement and the above Application together constitute the complete understanding between the customer identified on the front of this instrument ("Customer") and Kroger relating to the credit extended herein. All references herein to the "Agreement" shall, by definition, include the Application. Kroger and Customer agree to the following provisions.

Customer acknowledges that Kroger has relied on the statements, representations, agreements and guarantees contained in the Agreement in granting to Customer the credit account provided for in this Agreement (the "Account"). Customer acknowledges and agrees that it shall be a condition for the continued extension of credit hereunder that Customer remain in continuous compliance with the terms of this Agreement. Kroger disclaims all warranties relating to product purchased by Customer using the Account, including all implied warranties. Customer agrees that its liability and that of the guarantors hereunder shall not be limited, restricted, set off or otherwise effected by any Customer claims relating to product purchased. **IN NO EVENT SHALL KROGER BE LIABLE TO CUSTOMER OR ANY GUARANTOR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES RELATING TO THE PRODUCTS OR ANY CLAIMS ARISING OUT OF THIS AGREEMENT, EVEN IF KROGER HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.**

Customer and all individuals signing this Agreement on behalf of Customer as guarantors or otherwise agree that Kroger may conduct credit checks or other investigations to determine the creditworthiness of Customer without additional notice to Customer or any guarantor. Kroger reserves the right to assess fees, accelerate payment terms, make reports to credit agencies, terminate this Agreement, and/or restrict Customer access to the Account at any time. Customer agrees to pay any collection fees, including attorney's fees and court costs, incurred by Kroger in the event Customer fails to pay, when due, all amounts owed by Customer. Customer must immediately report any material change in its business to Kroger. Customer shall promptly provide Kroger with audited financial statements as requested from time to time by Kroger.

Customer warrants that the Account and any product purchased by Customer using the Account shall be used and consumed by Customer for business purposes only and not for any personal, family, consumer, or household purposes. Customer understands and agrees that the restrictions related to goods used for personal, family, consumer, or household purposes mean that statutorily prescribed duties imposed upon creditor issuing individual consumer credit are not applicable to this Account. Furthermore, Customer and all guarantors waive any rights Customer, or any guarantor of Customer may have under laws relating to issuance of credit to individual consumers. Customer and each person signing this Agreement acknowledge that Kroger cannot determine whether any individual charge conforms to this business use restriction and that a violation does not affect Kroger's right to enforce the promise to pay for the charges incurred, including related charges, or to use any available legal remedy – even if that remedy would not be available had the Account been established as a consumer credit account. Customer will be liable for all purchases made on the Account.

Customer shall notify Kroger immediately in writing of any inactive, lost or stolen Account cards, and will be held responsible for all charges incurred prior to Kroger receiving such written notice. All purchases made on the Account are required to have an authorized signature. Customer shall not use any U-Scan/Self Express Check-out. Customer will be liable for any unsigned tickets as a result of Customer utilizing the U-Scan/Self Express Check-out, call-in orders, or delivery orders. Further, Customer will be liable for any and all tickets, signed or unsigned, unless the card has been reported lost or stolen. Customer, if tax-exempt, shall submit all applicable documentation, including any certificates, with this Application. Any claims for sales tax deduction must be handled at store level and at the time of purchase.

Forty-FIVE (45)

Customer agrees to pay in full each invoice listed on the statement within ~~ten~~ 45 days of the issuance of an invoice. Kroger will generate an invoice approximately every four weeks. However, Kroger will not provide copies of invoices with each statement. Customer is responsible for retaining all receipts given at time of purchase. Copies of credit card receipts will be available upon request for a \$5 fee per copy. Customer shall be in default under this Agreement should the Customer fail to pay, when due, any obligation owed to Kroger. In addition to, and not in limitation of, any right or remedy hereunder, Kroger shall have, at any time, the right to set off any obligation or Customer against and indebtedness of Kroger. Customer assumes full responsibility for all goods purchased from Kroger and Customer acknowledges that Customer shall be held liable for all charges. Customer agrees to notify Kroger in writing, within 30 days of the date of any invoice containing disputed statement charges. Failure to notify Kroger in writing within such 30-day period signifies acceptance and responsibility for prompt payment in full of the amount of the Account balance.

Customer represents and warrants that: (1) each person signing this Agreement is duly authorized to execute and deliver this Agreement; (2) the Agreement is, and will be, legal, and binding obligations of the Customer and all persons signing on its behalf; (3) Customer is a U.S. business duly formed, organized or incorporated, as applicable, under the laws of one of the states in the U.S.; (4) each person signing this Agreement is 18 years or older and a U.S. citizen or permanent resident alien; (5) all information provided in this Agreement and any other forms or documents provided in connection with this Agreement is true and correct and (6) each person signing this Agreement on behalf of Customer holds the title of president, CEO, CFO, vice president, treasurer, partner, owner, member or other similar title. Kroger may change the terms of the Account, including fees and charges, or terms of the Agreement at any time with or without notice. No modification or amendment of this Agreement or any term contained herein shall be binding on Kroger unless and until agreed to in writing by an authorized representative of Kroger. In addition, Kroger may at any time terminate this Agreement and/or the Account.

Customer may not assign its rights or obligations under this Agreement without Kroger's prior written consent. Kroger may assign this Agreement at any time without notice to Customer. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the intent and purpose of this Agreement, such invalidity, void ability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision. The parties hereto agree to submit all irreconcilable disputes arising out of this Agreement to binding arbitration to be conducted in accordance with the rules and regulations of the American Arbitration Association or such other association as selected by Kroger. Such arbitration shall be conducted in Hamilton County in the State of Ohio. ~~Neither party shall institute any judicial action against the other party in any court located outside the State of Ohio. Each party waives any claim of forum non-convenience or other objection to such jurisdiction. This Agreement shall be governed according to the laws of the State of Ohio irrespective of the conflicts of law's provisions of such state.~~ This Agreement, together with all exhibits, addenda and properly executed amendments, constitute the entire understanding of the parties with respect to the subject matter hereof, and supersede any and all prior agreements, promises, negotiations or representations, whether written or oral, related to the subject matter of the Agreement that are not expressly set forth in this Agreement. All notices under this Agreement shall be in writing and shall be considered given at the earlier of: (a) the date actually received by the intended recipient; (b) the first business day following receipt of notice by fax or email; or (c) four business days after deposit in the mail, postage prepaid, by registered or certified mail. All notices shall be sent, if to Kroger, to Kroger Accounting Services – Hutchinson, Customer Accounts Receivable, 2700 East 4th Street, Hutchinson, Kansas 67501 to the attention of Customer Receivables Manager, and, if to Customer, to the address set forth in the Application to the attention of any of the persons signing this Agreement on behalf of Customer. Either party may change its address for notice purposes upon written notice to the other party.

****MUST BE SIGNED BY SOMEONE OTHER THAN ACCOUNT'S PAYABLE CONTACT****

I, on behalf of the above said Customer, hereby apply for store charge privileges with The Kroger Co., including its affiliates, as applicable, (collectively, "Kroger") and submit confidential information for this purpose only. This application and the agreement shall constitute the entire agreement between Kroger and the above said customer. I, on behalf of the above said Customer, have read the entire application and agreement, and having the authority to act on behalf of the Customer, agree to all terms contained in this application and the agreement.

Authorized Signature:

Date Signed:

By typing your name, it will be an electronic representation of your signature, and be legally binding.

Print Name / Title: