Conditions Governing this Purchase Order

1. The entire agreement consists of the attached purchase order and the below terms and conditions.
2. Ingham Intermediate School District ("Ingham ISD") is not responsible for services or materials delivered without authority of its written order, including completion and return of this document by Independent Contractor (Contractor).
3. All pertinent expenses necessary for proper execution of this order are included as part of the total price. No expenses beyond the order amount have been approved.
4. Contractor is retained by Ingham ISD only for the purposes and to the extent set forth in this agreement, and the contractor's relation to Ingham ISD shall, during the period or periods of duty which services are rendered hereunder, be that of an independent contractor.
5. Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by Ingham ISD pertaining to or in connection with any fringe, pension, bonus, or similar benefits for Ingham ISD's regular employees. Ingham ISD will not withhold or pay any sums, state, federal, or local taxes, FICA, FUTA, MESC insurance or workman's compensation insurance, and Contractor will hold Ingham ISD harmless for the payment of such sum, interest, penalties, or costs in collection of same, including reasonable attorney fees. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with his/her independent professional judgment.
6. Standard payment terms are Net 30, unless otherwise stated on this order. Invoices must be sent either by U.S. Mail to Ingham ISD, 2630 W Howell Rd, Mason, MI 48854, emailed to bbanks@inghamisd.org or faxed to 517.676.8007.
7. All contractual terms and payments are contingent upon satisfactory completion of work. Ingham ISD reserves the right to terminate the contract should the work fail to meet specifications. No other Ingham ISD benefits accrue for performing these services. This agreement does not grant tenure, seniority, or salary in the position, nor does it grant any rights to employment or salary in the future. All materials and other products resulting from this contract are the property of Ingham ISD.
8. Contractor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.
9. Contractor shall keep itself fully informed of all Municipal ordinances and regulations, State and National Laws in any manner affecting this order and shall at all times observe and comply with said ordinances, laws and regulations at their sole cost and expense.
10. The prices on this order do not include any sales taxes imposed by any State or Municipal Government since Ingham ISD is a governmental unit.
11. This agreement has no relationship in terms or salary in the event of future employment as a regular employee of the Ingham ISD. This agreement terminates on the date indicated and is nonrenewable.
12. All amounts paid or reimbursed for services rendered will be reported to the Internal Revenue Services as required by law.
13. As Contractor, I understand that I am solely responsible for liability insurance related to my performance on this contract and will hold the Ingham ISD harmless for any such damages. I will provide the Ingham ISD with such certificate of insurance upon request.
14. Contractor acknowledges by his/her signature that he/she has read and agrees to this agreement and understands and agrees this contract constitutes the total agreement between the parties. Anything not included in this contract is expressly excluded.

_____ _____

Signature of Independent Contractor Date

Purchase Order # _____