

# Vendor Agreement

This form should be completed and fully executed by the Vendor and Shepherd University prior to the first date of service as indicated on this form.

I, \_\_\_\_\_, agree to perform the following services for  
(Please Enter Vendor Name & Address on the line above. Name & address of vendor should be an exact match to the vendor's W9 and/or how the vendor is set up in the State's vendor system. Vendor should bill Shepherd University under the same name.)

Shepherd University

at

(Agency)

Location - (Where Service(s) is to be Performed)

## Description of Service(s):

## Date(s) of Service:

From: \_\_\_\_\_  
date service is to begin

To: \_\_\_\_\_  
date service is to end

The rate of pay shall be \$ \_\_\_\_\_ per \_\_\_\_\_ not to exceed \$ \_\_\_\_\_  
hour/event/day/semester/service term maximum amount vendor will be paid for above described services

## Authorized Travel Expense:

Will not be reimbursed.

Will be direct billed to agency. (On agency P-Card) Not to exceed: \_\_\_\_\_.

Will be reimbursed upon documentation in accordance with the travel regulations of Agency, not to exceed \$ \_\_\_\_\_.  
maximum amount to be paid in travel expenses

## Please check the appropriate box below:

I **am not** currently a full time employee of the State of West Virginia.

I **am** currently a full time employee of the State of West Virginia.

**GENERAL TERMS AND CONDITIONS:** The General Terms and Conditions for Purchase Order/Contract listed on page 2 are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

## Approved:

Shepherd University

Vendor

FOR PROCUREMENT USE ONLY  
(Authorized Signature of Agency)

(Vendor's Signature)

(Title)

(SS # or FEIN)

(Date)

(Date)

## Funding Paragraph

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

**NOTE: The following certification must be signed if the vendor is a full time employee of the State of West Virginia.**

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full time duties of the employee.

The amount of annual compensation received by \_\_\_\_\_ (above named vendor) from the State of West Virginia for full time employment during the current fiscal year will be \$ \_\_\_\_\_.  
(position)

The Vendor serves as \_\_\_\_\_ with the title of \_\_\_\_\_.

(Agency head's Signature)

Title \_\_\_\_\_  
Agency \_\_\_\_\_

## TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the WV Higher Education Policy Commission, Council for Community and Technical Education or Governing Board, whichever has jurisdiction pursuant to W. Va. Code, shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Claims Commission.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS:** Payments may only be made after the delivery of goods or services.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Rejection of goods or materials due to nonconformity with the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor or seller whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.