

School Partnership Program

Purchase Agreement for:

San Leandro High School

2200 Bancroft Ave

San Leandro, CA 94577

5/25/2018

Dealer of Choice: Allegro Music, 3115 WALNUT AVENUE, FREMONT, CA 94538-2216

Purchase Agreement

THIS PURCHASE AGREEMENT

Dated: 5/25/2018

By and between: Conn-Selmer, Inc.
600 Industrial Parkway
Elkhart, IN 46516 (hereinafter known as "Seller")

and: San Leandro High School
2200 Bancroft Ave
San Leandro, CA 94577 (hereinafter known as "Purchaser")

Witnesseth that such parties hereto recite and agree as follows:

Section 1. Equipment.

Purchaser hereby purchases from Seller and transfers to Purchaser, the personal property described below as the "Equipment,", upon the terms and conditions set forth in this Agreement.

Qty	Model	Description	MSRP	Partner Price	Partner Ext
1	1432B	Selmerusa Bassoon Comp	$6,335.00	$3,620.93	$3,620.93
2	8D	C.G. Conn Double Horn Outfit	$6,967.00	$3,579.02	$7,158.04
1	2341W	King Tuba Outfit	$10,552.00	$5,276.41	$5,276.41
1	B901	Yanagisawa Baritone Sax Lacq	$10,141.00	$4,431.52	$4,431.52
1	TB200B	Bach Trombone Oft	$3,205.00	$1,234.75	$1,234.75
2	20KW	C.G. Conn Sousaphone Outfit	$10,382.00	$6,229.60	$12,459.20

Section 2. Purchase Terms

This Agreement shall be in effect for a term commencing upon the date hereof and ending on the date the last payment due and payable as shown in Section 3 is paid.

Section 3. Payment Schedule

Purchaser agrees to make the following payment during the term of this Agreement to Seller or its assigns, in the amount and date as follows:

Payment	Date		Amount of Payment
1	7/9/2018		$34,180.85
		Tax	9.75%
			$37,513.48

Section 4. Risk of Loss

Purchaser hereby assumes and shall bear the entire risk of loss, theft, mysterious disappearance and damage to the Equipment from any and all causes. Purchaser shall also assume and bear the entire risk for injuries or damage resulting from the use or maintenance of the Equipment. No loss or damage to the Equipment or parts thereof, shall impair any obligation of the Purchaser under the agreement, which shall continue in full force and effect until full payment is received.

Section 5. Title to Equipment

Legal title to the Equipment shall transfer to the Purchaser at time of shipment.

Section 6. Insurance

Purchaser shall procure and maintain continuously in effect during the term of this agreement liability and all risk insurance, or may self insure, in such amounts and with such terms of coverage as are standard in the business and acceptable to Seller for liability, damage or destruction arising out of or in any way related to the Equipment. Purchaser shall deliver to Seller evidence of such insurance at the request of Seller.

Section 7. Taxes

Except for any tax based on Seller's income, Purchaser expressly agrees that Purchaser shall pay all license fees, assessments, personal property, sales use and other taxes, penalties and interest (municipal, state and federal) which may now or hereafter be assessed against the Purchaser or Seller by virtue of the Agreement or the possession, acquisition or ownership of the Equipment. Seller shall be entitled to be reimbursed by Purchaser for any taxes, interest and /or penalties (other than income taxes) assessed against Seller, if any. Purchaser hereby agrees to prepare all reports, returns and other filings required by any governmental entity, agency or instrumentality (whether state, federal or local) for signature by either the Seller or the Purchaser as required by law and agrees to cause such returns, reports and filings to be filed with the appropriate governmental entity, agency or instrumentality . Purchaser agrees to indemnify and hold harmless Seller from any penalties or other charges for failure to file or for late filing of any such reports, returns or other filings.

Section 8. Assignment

Seller may assign Agreement and the assignee shall succeed to the rights of the Seller, and Purchaser is precluded from asserting against assignee of Seller any defense, set-off, counterclaim or action which Purchaser may have or acquire against Seller. Upon notification of such assignment, all payments required hereunder shall be made directly to Seller's assignee.

Purchaser may not assign this Agreement. Any assignment by operation of law or otherwise, on the part of the Purchaser, shall be a violation of this Agreement and Seller may resort to appropriate remedies pursuant Section 10 of this Agreement.

Section 9. Termination

If the Purchaser, with regard to any Equipment covered by this Purchase, fails to pay the amount due within thirty (30) days after the same is
due and payable, or if the Purchaser fails to observe, keep or perform any other provision or provisions of the Agreement, Seller shall have the right to exercise any one or more of the following remedies.

(a) To have and recover all payments and other obligations then accrued or thereafter accruing with respect to any and all Equipment listed hereunder.

(b) To take possession of any and all such Equipment without demand or notice, where ever the same may be located, without court order or other processes of law. Purchaser hereby waives all damages occasioned by such taking of possession.

(c) To terminate this Agreement as to any or all Equipment.

(d) To pursue any other remedy available at law or in equity. Notwithstanding any such repossession, or any other action that the Seller may take, Purchaser shall be and remain liable for the full performance of all obligations on the part of the Purchaser to be performed under this Agreement. All such remedies enumerated herein are cumulative and may be exercised concurrently and separately.

Section 10. Invoicing

Seller will send invoice to the address on the PO unless otherwise specified.

Section 11. Late Fees

If Purchaser fails to make any Payment within thirty (30) days of the due date, Seller may, with or without written notice to Purchaser, assess a 1-1/2% late fee of the delinquent amount for each thirty (30) day period thereafter or portion thereof; provided, however, that in no event shall the late fee exceed the maximum allowed by applicable law.

Section 12. Binding Effect and Severability

This Agreement shall inure to the benefit of and shall be binding upon the Seller and Purchaser and their respective successors and permitted assigns.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13. Publicity

Seller is hereby authorized to issue appropriate press releases announcing the consummation of this transaction and the property involved.

Section 14. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Indiana.

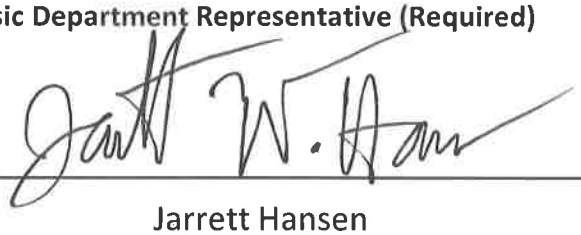
Section 15. Product Re-Order

Additional single payment purchases may be made for under $10,000 without signing a new agreement. Any additional orders are subject to price changes and a school P.O. is required. Please contact your Conn Selmer Educational Support Manager.

By signing this agreement you are confirming the terms & conditions as outlined previously (above) shall at all times supersede any other document terms & conditions.

IN WITNESS WHEREOF, Seller has caused this Agreement to be executed in its corporate name by its duly authorized officer; and Purchaser has caused this Agreement to be executed in its name by its duly authorized officer, as of the date first above written.

San Leandro High School , Music Department Representative (Required)

Signature: 

Printed Name: Jarrett Hansen

Title: Director of Bands

Phone: 510-618-4000

Email: jhansen@slusd.us

Date: May 28th, 2018

San Leandro High School Financial Representative / Superintendent / CFO (Required)

Signature: _____

Printed Name: _____

Title: _____

Phone: 510-667-6234

Email: _____

Date: _____

Conn-Selmer Inc., Seller:

Signature: _____

Printed Name: _____

Title: _____

_____

Date: _____