



## Service Provider Custom Terms & Conditions Request

**PURPOSE OF FORM:** This form is used with the Service Provider Logo and Authorization form. Provide URL link to custom terms and conditions to be included in your automatically generated contract associated with E-rate bids entered on [www.erate470.com](http://www.erate470.com). See next page for example.

By signing below, I authorize Kellogg & Sovereign® Consulting, LLC to include the following statement in the "Services and Products" section of our standard contract for E-rate products and services:

Enter text (not to exceed 390 characters with spaces):

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Service Provider Name: \_\_\_\_\_

SPIN: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

This authorization shall remain in effect until cancelled in writing.

### **Return Completed Form to:**

**Mel Van Patten  
Kellogg & Sovereign® Consulting, LLC  
Fax: 580-332-2532  
Email: [forms@kelloggllc.com](mailto:forms@kelloggllc.com)**

**CONTRACT FOR SERVICES AND/OR PRODUCTS  
E-RATE FUNDING YEAR 2011-12**

	<b>Service Provider "Provider"</b>	<b>School/Library "Applicant"</b>
<b>Company Name:</b>		
<b>Contact Name:</b>		
<b>SPIN:</b>		
<b>Address:</b>		
<b>City, State Zip:</b>		
<b>Phone:</b>		

This contract made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Provider and Applicant as specified above.

**SERVICES AND PRODUCTS**

The Provider agrees to provide to the Applicant the services and/or products as specified in Bid # \_\_\_\_\_ attached. The Provider agrees to use commercially reasonable efforts to provide to the Applicant the services and/or products as specified in the referenced bids (quotations). All products and services are subject to the Equipment Terms and Conditions and Services Terms and Conditions, which are listed on the Provider's website at <http://www.XYZCOMPANY.com/xyzcompany/legal/>.

**RECITALS**

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254. Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Applicant advertised for certain telecommunications services, including Internet, and internal connections services. Provider submitted bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such services and/or products and they set their agreement in writing as follows:

**AGREEMENT**

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish and Applicant does hereby agree to accept and pay the discounted price for the services bid.

The term of this contract shall commence on July 1, 2011 and shall terminate on (a) June 30, 2012 for recurring services or (b) September 30, 2012 for non-recurring services. The contract expiration date for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in funding and/or services approved after March 1, 2012.

If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the services and products disallowed for discount pricing.

If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the services and products disallowed by the governing board.

The total costs of the services and/or products shall not exceed \$\_\_\_\_\_ (Pre-discount amount). In no circumstances shall Applicant be liable for an amount exceeding the Applicant's non-discount share unless Applicant's governing board specifically waives this provision in writing.

Executed and delivered on the day and year first written above.

<b>For Provider:</b>	<b>For Applicant:</b>
Signature of Authorized Person:	Signature of Authorized Person:
Printed Name of Authorized Person:	Printed Name of Authorized Person:
Title:	Title:
Date:	Date: