

**PERRIS UNION HIGH SCHOOL DISTRICT
AGREEMENT**

Snack & Beverage 2013

This Agreement is entered into by and between the Perris Union High School District, hereinafter referred to as "District", and (Company Name) hereinafter referred to as "Contractor."

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall be July 1, 2013 through June 30, 2014. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

II

PRODUCTS

Contractor shall provide all goods, materials and services as prescribed and required by the General Conditions, Instructions to Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents provided by the District forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement ("Contract Documents"), all of which are incorporated by reference as though set forth in full herein.

III

NON-FUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

IV

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Agreement and Contract Documents.

V
COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VI
METHOD OF PAYMENT

Contractor will be paid upon receipt and acceptance of materials and products specified. For prompt payment, billing must be accurate in all details, and invoices must be submitted to Perris Union High School District, Accounting.

VII
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidder, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents provided by the District forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Contractor, by execution of the Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

Company Name: A& R Wholesale Distributors, Inc. PERRIS UNION HIGH SCHOOL DISTRICT

Signature: _____ Signature: _____

Name: _____ Name: Anna G Hamilton

Title: _____ Title: Purchasing Agent

Date: _____ Date: _____