

**INTERSTATE ASSOCIATE MEMBERSHIP AGREEMENT
BETWEEN KING COUNTY DIRECTORS' ASSOCIATION AND**

Whereas, King County Directors' Association is authorized by RCW 39.34 to enter into an agreement with other public agencies to purchase any and all merchandise otherwise available to public school districts; and

Whereas the _____ desires to enter into an agreement with King County Directors' Association authorizing said institution to purchase supplies, equipment and materials through King County Directors' Association; now therefore,

It is mutually agreed as follows:

1. King County Directors' Association (hereinafter referred to as "KCDA"), hereby agrees to sell to the undersigned institution merchandise, supplies, and equipment, hereinafter referred to as "goods", as set forth in its current catalog(s), from existing inventory and special purchases, at current cost factors plus variable administrative fees for services rendered. In addition, KCDA hereby agrees that the undersigned institution may purchase good and procure services from any contract awarded for such goods or services by KCDA and listed on KCDA's website, in accordance with the terms of such contract award and the provisions of this agreement.
2. The undersigned institution agrees to pay for all items purchased within forty (40) days from the date of shipment from KCDA's warehouse or supplier.
 - A. Charter Schools. For purchase orders that exceed \$10,000, charter schools, as defined in the appropriate statutes of the governing state, must either pay for the purchase/procurement in advance, or provide a cash/surety bond benefitting KCDA, prior to the completion of transfer of goods or performance of services.
3. Title to goods (except for the security interest retained under the Uniform Commercial Code, Title 62 RCW) shall pass on shipment or delivery to common carrier, whichever occurs earlier, and all risk of loss shall pass to the purchaser on shipment or delivery to a common carrier.
4. The parties agree that this agreement was formed in the State of Washington, and shall be construed in accordance with the laws of the State of Washington. Venue for any action to enforce this agreement may be had in any court with jurisdiction to hear and decide such matter. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs.
5. It is further understood and agreed that KCDA is obligated to supply goods only if available and to secure the same at the best prices possible and that KCDA will not be liable to the undersigned institution in the event that KCDA is unable to supply or provide any goods requested by the undersigned institution.
6. This agreement continues in perpetuity, except that either party may cancel this agreement on thirty (30) days written notice.
7. That the undersigned institution does not claim any proprietary interest of any nature whatsoever in KCDA or any funds or assets held by them, and it is further agreed that the undersigned institution will not be liable for any of the general obligations of KCDA and shall be limited with respect to its liability to the extent provided for herein.
8. That in the event KCDA is determined to be subject to any additional tax, charges or fees by the State of Washington or other municipal governmental entities as a result of entering into this agreement, the undersigned institution agrees to pay, in addition to all other amounts specified herein, the additional tax, whether B & O tax, sales tax, or other excise tax, or any other tax, and in addition, agrees to indemnify and hold KCDA harmless with respect to defending any action brought by the Department of Revenue or any other state or municipal entity claiming that such a tax(es) is/are due, including attorney's fees and costs incurred therein.
9. Time is of the essence.
10. The undersigned institution agrees to abide by all of the general rules and regulations and policies of KCDA as heretofore or hereafter provided for in the interlocal agreement which authorizes the formation of KCDA under RCW 39.34.

Dated this _____ day of _____, 20

Organization Name: _____

By (signature of person authorized): _____

Print above name: _____

Title (of above person): _____

Physical Address: _____

Telephone: _____

County in which located: _____

Fax Number: _____

E-Mail Address _____

KCDA Chief Financial Officer _____ Date _____