

## Vendor Agreement

Discounts added to the Spokane Public Schools Employee Discount Program (“Employee Discount Program”) will meet the following criteria outlined below. Discount vendors (“Vendors”) must agree to this vendor agreement prior to entering the Employee Discount Program. Discounts will be accessible to ALL SPOKANE PUBLIC SCHOOL employees, their spouses, domestic partners, and dependents (collectively, “SPS Employees”).

1. Vendors will enter the Employee Discount Program only after approval from the SPS Director, Payroll & Benefits and may renew their commitment to SPS annually.
2. There is no Vendor fee to participate in the SPS Employee Discount Program – it is considered “free” visibility for participating Vendors. Therefore, SPS expects that the Vendor will provide quality savings directly to SPS Employees. The minimum discount should be significantly greater than that offered to the general public. Be assured SPS will consider all reasonable discounts.
3. Acceptance of Vendors and/or Vendor offers will be made and shall be withdrawn at the sole discretion of SPS. Vendor offers relating to any of the following, including but not limited to: firearms or explosives, pornographic related items or services, alcohol, tobacco, gambling, or any illegal substances, will not be approved.
4. Discounts from Canadian vendors must state costs in US Dollars and Canadian Dollars.
5. If at any time you need to access your online information to make updates or changes, please visit the Welcome to Vendors page to login to your account. Fill in your Username and Password, make the changes and click Update. Please note that updating an existing offer requires re-approval by the district, which may take 5 business days. During this time, your original discount is removed from the list of offers available to employees. To assist this process, please give a short description of the changes made to the discount. Updates to only Vendor or Representative information will not require re-approval.
6. Small independent sellers representing Amway, Tupperware, Avon or any other multilevel marketing product or service will not be considered for participation in this Employee Discount Program.
7. Under no condition whatsoever will the Vendor have any right to use or authorize the use of any SPS trademark, service mark, trade name or other intellectual property right otherwise owned by SPS.
8. Vendors of any of the following, including but not limited to: guns, controlled or illegal substances, and tobacco, will not be considered for participation in this Employee Discount Program.
9. SPS does not endorse any goods or services offered by Vendors. Because of this, Vendors shall refrain from representing or implying to SPS Employees that SPS endorses Vendor goods or services. It should also be understood that once an SPS Employee elects the discount offered by a particular Vendor, that SPS Employee is responsible for dealing directly with that Vendor.
10. Vendors will notify the SPS Benefits office at least fifteen (15) business days in advance of any upcoming changes of any nature pertaining to the discount offered in conjunction with the Employee Discount Program.
11. Nothing in this agreement will be construed to place either party in the relationship of partners, joint ventures, franchiser and franchisee, or principal and agent; and Vendor will have no power to obligate or bind SPS in any manner whatsoever. Current SPS franchiser and franchisee, or principal and agent; and Vendor will have no power to obligate or bind SPS in any manner whatsoever.
12. It is the Vendor’s responsibility to educate their employees on discounts and discount processes in conjunction with the Employee Discount Program.
13. It is the Vendor’s responsibility to handle all questions and concerns from each SPS Employee using the Employee Discount Program relating to Vendor’s offer in conjunction with this Employee Discount Program.
14. Either SPS or the Vendor may terminate an offer at any time for any reason, except that three (3) weeks prior notice by the Vendor to SPS shall be required prior to termination. SPS may terminate and withdraw any offer at any time for any reason. All discounts will automatically expire upon the expiration date entered for the offer. It is the Vendor’s responsibility to re-establish a new discount offer. Throughout the year, new Vendors will be invited to participate in this Employee Discount Program.
15. Discount offers will be posted on a web page specifically set up for employee discounts, which will reside on the SPS website.
16. Vendors will provide the following information on the Spokane Public Schools Employee Discount Program Vendor Application: Company name, contact name, address and phone number, discount offer details (i.e. description of goods and/or services, specific discount(s) offered, redemption process, and effective dates); and Vendor URL if applicable.
17. SPS will host the SPS discount web page on the SPS web site. Participating Vendor’s are encouraged to create a separate web page for the Vendor’s SPS discounts on Vendor’s existing website. SPS will then allow SPS

Employees to link from the SPS discount page to the Vendor's main site. This is not a requirement; however, it does make it easier for all involved. Creating a separate page for SPS discounts allows the Vendor to control updates at their discretion, as well as the means to provide additional information pertaining to Vendor's offer. (See below for sample of discount offer.)

**EXAMPLES:** Website discount offers as they would appear on the SPS web site:

**ABC Theatre: (underlined business title shows link to business website)**

35% off theatre tickets. Join us for our 10th Season running now through June, 2005. Visit our web site directly linked to this offer for additional information and available seating. Discount applies to phone orders only. Call the number listed below to order your discounted tickets. Mention Spokane Public Schools when ordering. Some restrictions may apply. Subject to availability. Phone xxx-xxx-xxxx. Offer expires 7/31/05

**The ABC Hotel, 10 S Post Street, Spokane, Washington:**

The ABC Hotel features hotel accommodations and contemporary Northwest cuisine. Visit us in downtown Spokane and receive 30% discount on any two meals plus beverages Monday through Friday. This discount is not to be used with any other discount or coupon. Spokane Public Schools Employee Badge required. Offer expires 7/31/05

18. In the performance of this Agreement, the Vendor agrees that it shall comply with state and federal laws and regulations regarding nondiscrimination and harassment on the basis of race, color, gender, religion, national origin, creed, marital status, age, sexual orientation, pregnancy, or the presence of any sensory, mental, or physical disability in providing any benefits under the agreement.
19. Vendor shall defend, indemnify, hold and save harmless the District from all loss, damage, liability, or expense (including expense of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any property, caused by or resulting from any act or omission of Vendor relating to or in regard to the performance of this Agreement. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against the District within the scope of the indemnification and hold harmless.
20. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs of the Arbitration fees, the arbitrator and the facility for the arbitration shall be borne equally by each party. Each party shall otherwise pay its own expenses. Notwithstanding the above, if either party precludes the other from performing under this contract, the party that precludes the other from performance shall be prohibited from seeking or maintaining any action, claim or demand under or pertaining to this agreement, including a demand for arbitration and the other party shall be discharged from any further contractual duty under the contract.
21. The party who checks the "I agree" represent and warrant that they are authorized to enter into this Agreement on behalf of the party.
22. This agreement shall not become effective unless and until it is properly accepted by SPS.