



PURCHASE ORDER

LAEDC - Accounts Payable
 444 South Flower St 37Th Floor
 Los Angeles, CA 90071
 Phone (213) 236-4829

The following number must appear on all related correspondence, shipping papers, and invoices:
P.O. NUMBER: PO1157

VENDOR INFORMATION:
 TECH TO SCHOOL
 1530 MONTAGUE EXPY
 SAN JOSE, CA 95131

P.O. DATE	REQUISITIONER	Project	TERMS	DUE DATE
05/12/2022	sestrada		DUE UPON RECEIPT	05/12/2022

DESCRIPTION	QTY	UNIT PRICE	TOTAL
half the total cost	30	130.31	\$3,909.30
half the total cost	30	130.31	\$3,909.30
SUBTOTAL			\$7,818.60
TOTAL			\$7,818.60

TERMS AND CONDITIONS OF PURCHASE ORDER CONTRACT
LOS ANGELES COUNTY ECONOMIC DEVELOPMENT CORPORATION

This is an LAEDC contract. The terms are not changed by any words added by Contractor, nor superseded because of any form used by Contractor in the course of business. Any change in terms must be agreed to by an authorized representative of the LAEDC in writing. Acceptance by the LAEDC of goods, materials or services is not an acceptance of Contractor's other terms.

1. Contractor agrees to furnish the materials or services described in the Purchase Order Contract to which this is attached and subject to all terms and conditions of the Purchase Order Contract, this Attachment to the Purchase Order Contract and all other attachments hereto.
2. Contractor agrees to submit all invoices in duplicate to the address indicated on the Purchase Order Contract.
3. Contractor agrees to invoice at net prices.
4. Contractor agrees to show on all invoices the name of the department to which goods or services were furnished, and whether the invoice covers complete or partial delivery or performance, the Purchase Order Contract number and any applicable cash discount.
5. Contractor agrees to prepay transportation charges and show them separately on all invoices.
6. Contractor agrees to show applicable sales tax or use tax as separate items on all invoices.
7. Title to all materials furnished under the Purchaser Order Contract shall pass to the LAEDC upon delivery and then terms of sale are F.O.B. Destination.
8. Any item ordered on the face hereof that is listed in the Safety Order of the California Division of Industrial Safety shall fully comply with the latest revised requirements of said Safety Orders.
9. All goods, materials and equipment ordered shall, except as otherwise noted in this contract, be delivered in a new and unused condition.
10. Prior to the issuance of the Purchase Order Contract, Contractor may be required to provide to LAEDC evidence of insurance. Failure to maintain the required amounts and types of coverage throughout the duration of services supplied shall constitute a material breach of this contract and shall entitle the LAEDC to terminate this contract.
11. Contractor agrees to indemnify, hold harmless, and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the corporation LAEDC, its officers, employees, from any and all liability, loss, suites, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or any injury caused by, any product purchased herein; or any acts, errors or omissions (including, without limitation, professional negligence) of contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this contract. This agreement to indemnify includes, but is not limited to, personal injury (including but is not limited to, personal injury (including death at any time) and damage to property (including, but without limitation, contract or tort or patents, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and it's employees or agents, and members of the general public).
12. Contractor shall not perform any work on Company owned property, and shall not commence work or cause materials to be delivered to the job site, until so authorized in writing by the head of the Department (or designees) for whom the work was ordered.
13. Contractor shall obtain a City Business License where required.
14. Contractor hereby represents, warrants and certifies that no officer or employee of the Corporation is a director, officer or employee of the LAEDC, or a member of any boards, commissions or committees, except to the extent permitted by law.
15. It is understood that in the performance of any services herein provided, for Contractor shall be, and is, and independent contractor, and is not an agent or employee of LAEDC and shall furnish such services in its own manner and method, except as required by this contract.
16. In case of conflict between the terms of this contract and the terms of any other document which is a part of this transaction, the terms of this Purchase Order Contract shall strictly prevail.
17. Contractor shall not assign or transfer this contract or any rights hereunder without prior written consent of LAEDC which may be withheld at LAEDC'S sole discretion. Any unauthorized assignment of transfer shall be null and void and shall constitute a material breach of Contractor of its obligations under this contract.
18. Time is strictly of the essence of this contract and each and every covenants, term and provision hereof.
19. The LAEDC's waiver of any term, condition, breach or default of this contract shall not be considered a waiver of any other term, condition, default of breach, not of a subsequent breach of the one waived.
20. Contractor agrees to make delivery and pick up under this Purchase Order Contract ONLY Monday - Friday during regular business hours.
21. During the performance of this contract or purchase order, the contractor/vendor agrees to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities, including the local ordinance as described below:

LAAC Section 10.8.4 (B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.