

LOS RIOS COMMUNITY COLLEGE DISTRICT

**PURCHASE ORDER NO 0001096498
CHANGE ORDER**

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

Date	Revision	Page
01/08/2018	1 - 01/22/2018	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1010505 CROFFJ SHEWMAKERN	04ADMN PE	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000023358
COOLSYSTEMS, CIN
1800 SUTTER STREET STE 500
CONCORD CA 94520

Phone: (510) 868-2410

email: ncastillo@gameready.com

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
United States

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	CONTROL UNIT - 550550-03-S GAME READY CONTROL UNIT	1.00 EA	1,284.58	1,284.58	01/22/2018
2- 1	KNEE WRAP - 590100-03-S - KNEE WRAP STRAIGHT	1.00 EA	380.00	380.00	01/22/2018
3- 1	CARRY BAG FOR CONTROL UNIT - 570107-S	1.00 EA	175.00	175.00	01/22/2018
4- 1	RECHARGEABLE BATTERY PACK KIT - 573197-S	1.00 EA	290.00	290.00	01/22/2018
5- 1	INSURANCE PAYMENT	1.00 EA	-2,310.00	-2,310.00	01/22/2018
6- 1	TAX	1.00 EA	280.42	280.42	01/22/2018

PAY INVOICE

ITEMS RECEIVED

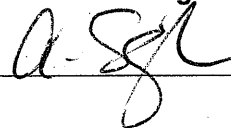
AOP
INSURANCE DEDUCTIBLE

Sub Total Amount	100.00
Sales Tax Amount	0.00
Total PO Amount	100.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	6490	11	FL.VI.KINE	08700	00000	041A	2,410.00	2018
GENFD	8911	11	REV.FLC	00000	R0000	0R11	-2,310.00	2018

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature



Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30
MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Requisition

Supplier: COOLSYSTEMS, CIN
 1800 SUTTER STREET STE 500
 CONCORD CA 94520
 United States

Phone: (510) 868-2410
email: ncastillo@gameready.com

0000023358

Business Unit: GENFD OPEN		
Req ID:	Date	Page
0001010505	12/19/2017	1
Requisition Name: COOLSYSTEMS		
Requester Jeanne Croff		
Requester Signature		
Buyer: Nicholas Shewmaker		
Approved:		
Entered By: M.J 19-DEC-2017		

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	GAME READY INSURANCE DEDUCTIBLE, ORDER# 534553; PURCHASE DATE 10/21/16	1	EA	100.00	100.00	01/03/2018

Total Requisition Amount: 100.00

AOP
 INSURANCE DEDUCTIBLE

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5415	11	FL.VI.KINE	08700	00000	041A	100.00

Approval Signature 	Approval Signature 	Approval Signature
---	---	--------------------

CoolSystems, Inc.

INVOICE

GAME  READY

1800 Sutter Street, Suite 500 Concord, CA 94501
 Ph (888) 426-3732 Fx (510) 559-9402
 FEIN: 77-04575569

TO:
 Folsom Lake College
 Attention: Matt Wright
 10 College Parkway
 Folsom, CA 95630

REMIT TO:
 Cool Systems Inc dba Game Ready
 Dept. 34678
 PO Box 39000
 San Francisco, CA 94139

Order #	534553
Patient Name	Paige Fiorio
Purchase Order	
Purchase Date	10/21/2016

ITEM	DESCRIPTION		UNIT PRICE	TOTAL
550550-03-S	Game Ready Control Unit Sale	1	2660.00	2660.00
590100-03-S	Knee Wrap, Straight – Sale	1	380.00	380.00
570107-S	Carry Bag for Control Unit – Sale	1	175.00	175.00
573197-S	Rechargeable Battery Pack Kit – Sale	1	290.00	290.00
			Sales tax	280.42
			SUBTOTAL	3785.42
			LESS INSURANCE PAYMENT	-2310.00
			LESS INSURANCE DISCOUNT	-1375.42
			TOTAL DUE (INSURANCE DEDUCTIBLE)	\$100.00

Please reference Patient and Order Number when sending your payment. Thank you!

THANK YOU FOR YOUR BUSINESS!

GAME READY®

Patent Sale Agreement

NEED ASSISTANCE? Troubleshooting or Service: 1.800.426.3732 Billing or Payment: 1.800.859.6206

PAYMENT TYPE: Private Insurance Cash Purchase/Self Pay Workers Compensation Medicare Active Duty Military No Fault Auto Insurance. Carriers require a HIPAA 1500 form for all claims submissions. Without this, your insurance carrier will likely reject self-submissions. If you plan to submit to insurance for reimbursement please do not choose "Self Pay". CoolSystems, Inc. will be unable to provide a claim form after the fact.

CUSTOMER INFORMATION: (hereinafter "Patient")

Name: Paljo Fario
Address: 912 Chaffin Ct
City: Folsom State: CA Zip: 95630
Telephone: (916) 885 - 4126 Cell: (916) 220 - 8952
E-Mail Address: plario18@gmail.com

Are you interested in getting email updates from time to time? Yes No

Date of Birth: 10 - 18 - 1997 (for Patient Identification purposes only)

Social Security Number: 600 - 02 - 2365

SHIP-TO ADDRESS:

Name: Folsom Lake College attn: William Garcia
Address: 10 College Parkway
City: Folsom State: CA Zip: 95630
Telephone: (916) 608 - 6551

Delivery Comments: _____

GAME READY REPRESENTATIVE/AGENT INFORMATION:

Representative: Brett Flores
Contact Phone: (510) 900 - 0105 Ext. _____

EQUIPMENT AND ACCESSORIES

Game Ready Control Unit Carry Bag Battery Pack
Wraps: Ankle Articulated Knee Back C-T Spine Elbow Flexed Elbow Half-Leg Boot Hand Hand/Wrist
 Hip/Groin Knee Shoulder Traumatic Amputee Wraps: Above-Knee Below-Knee Utility
Side: Right Left Size: Medium Large XXL Other: _____

PAYMENT METHOD: Drivers License # _____ State: _____ Authorization Code: _____ Authorization Date: _____

Check # _____ Amount Paid: \$ _____ EET Routing # _____ Bank/Account # _____ Bank Name: _____

We will charge your credit card for the Deposit and any/all future unpaid balance(s) due. Charges on your bank/credit card statement will appear as CoolSystems, Inc.

Type of Card: Visa MasterCard American Express Discover Number: _____ CVV: _____ Expiration Date: _____

Name on Card: _____ Signature: _____ Date: _____

PATIENT ACKNOWLEDGEMENT: The Patient hereby certifies that the information given to CoolSystems, Inc. in applying for equipment/accessory purchase is true and correct, and authorizes CoolSystems or its designee to bill any third party payor and request that payment of authorized benefits be made to CoolSystems or its designee on the Patient's behalf. Patient authorizes CoolSystems to file an appeal as required due to their health insurance plan's initial or subsequent claims denial and/or benefit determination. Patient fully understands that, in the event that his/her insurance plan does not pay CoolSystems in full, s/he will be financially responsible for all unpaid balances, including applicable sales tax, co-payments and deductibles, less any deposit paid, and will pay such amounts within thirty (30) days of notice from CoolSystems. I accept full responsibility for all services rendered, including being informed of my rights, responsibilities, and complaint procedure.

PATIENT AUTHORIZATION AND RELEASE OF MEDICAL INFORMATION: You hereby authorize CoolSystems, Inc. and/or any related parties associated with this transaction to release to third party payors, insurance companies, health insurance insurers, or medical necessity/ utilization review organizations, any information needed to determine payment of authorized benefits until all outstanding charges for you associated with CoolSystems equipment/accessories have been paid. You further agree that CoolSystems, its employees, agents, representatives, Business Associates, and accrediting and governmental agencies may access, request, and receive from healthcare providers involved in your care, and use or disclose your medical information for the purposes of providing CoolSystems equipment/accessories, obtaining/substantiating payment for equipment/accessories, and administering related business operations; in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended.

TERMS AND CONDITIONS: This agreement consists of all of the terms and conditions on this page and the reverse side whether written or printed. I certify that I have read the terms and conditions of this agreement and agree to be bound by such provisions. If litigation is instituted to collect any unpaid balance, Patient and/or Organization agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CoolSystems. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that the courts of the County of Contra Costa, California shall have jurisdiction over any disputes between them arising out of this Agreement.

PATIENT SIGNATURE, PERSONAL REPRESENTATIVE or RESPONSIBLE PARTY SIGNATURE: (use if Patient has a legal guardian or is under the age of 18.)

Patient Signature: _____ Date: 10/18/16

Authorized Personal Representative Name (print): _____

Authorized Personal Representative Signature: _____ Date: _____

ORGANIZATION REPRESENTATIVE SIGNATURE (FOR PROFESSIONAL SPORTS TEAMS, COLLEGES, OR UNIVERSITIES ONLY)

Professional Sports Team, College or University: I understand that CoolSystems has agreed to bill the patient's insurance carrier as a courtesy to the patient and our organization. Unpaid claims within 120 days of submission to the primary carrier will immediately become the responsibility of my organization. CoolSystems shall not be required to appeal negative coverage decisions on behalf of the patient and/or the organization. I understand and agree that in the event that the patient's insurance carrier does not pay CoolSystems in full the retail rate of the system and supplies provided, including applicable taxes and freight charges, that the organization will be fully responsible for 100% of all unpaid balances and will pay such amounts within thirty (30) days of notice from CoolSystems. I acknowledge that any contractual discounts or allowances taken on behalf of a third party administrator, bill-review organization, or managed care organization (MCO) shall not apply to this transaction and that the original billed amount is the full balance and shall be due and payable; less any monies paid by the patient's primary and/or secondary insurance. I further acknowledge that I am duly authorized to enter into this financial agreement on behalf of my organization. I further acknowledge that the organization agrees to be bound by the terms and conditions on this page and the reverse side.

Name of Team or School: Folsom Lake College Date: 10/18/16

Representative Signature: William Garcia Date: 10/18/16

CoolSystems, Inc. Representative Signature: _____ Date: _____