

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001100694

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

Date	Revision	Page
08/03/2018	2 - 08/03/2018	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1013808 CROFF J ROUILLER S	04ADMN	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000041070
 SYNERGY SPORTS TECHNOLOGY LLC
 1004 COMMERCIAL AVE
 PMB 264
 ANACORTES WA 98221

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

email: invoice@synergysportstech.com

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	1021300100 - FOUNDATION SERVICES + VIDEO DATABASE-- COLLEGE + VIDEO EXCHANGE	1.00	EA	1,650.00	1,650.00	08/17/2018
2- 1	1021309100 - DISCOUNT - PROMOTIONAL	1.00	EA	-1,200.00	-1,200.00	08/17/2018
3- 1	1021350100 - NET EDITOR	1.00	EA	550.00	550.00	08/17/2018

VALID FROM 07-01-18 TO 06-30-19

PER QUOTE# Q9561

ACCOUNT# 5518

WBK

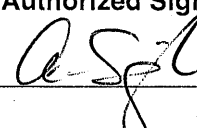
ATTN: ALI MOLLET

Sub Total Amount	1,000.00
Sales Tax Amount	0.00
Total PO Amount	1,000.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5603	12	FL.VI.KINE	08700	00000	700P	1,000.00	2019

0001013808CHAVEZA02-AUG-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.

SYNERGY SPORTS TECH Requisition

Supplier: MISCELLANEOUS 0000003680

 ***** CA 95825
 United States

email:

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

Business Unit: GENFD OPEN	
Req ID: 0001013808	Date: 07/26/2018
Page 1	
Requisition Name: SYNERGY SPORTS TECHNOLOGY	
Requester: Jeanne Croff	
Requester Signature: _____	
Buyer: Nicholas Shewmaker	
Approved: _____	
Entered By: M.J 26-JUL-2018	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	FOUNDATION SERVICE + VIDEO DATABASE-COLLEGE + VIDEO EXCHANGE	1	EA	450.00	450.00	08/03/2018
2-1	NET EDITOR	1	EA	550.00	550.00	08/03/2018

Total Requisition Amount: 1,000.00

NEW VENDOR-NEW VENDOR APPLICATION SUBMITTED BY CRC 7/18/18.
 SYNERGY SPORTS TECHNOLOGY
 1004 COMMERCIAL AVE, ANACORTES, WA 98221

WBK
 ATTENTION: ALI MOLLET

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount
GENFD	5603	12	FL.VI.KINE	08700	00000	700P	1,000.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of Lottery

For grants/special projects 700P

Name: [Signature]

Approval Signature: <u>[Signature]</u> 7.27.18	Approval Signature: <u>[Signature]</u>	Approval Signature: _____
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Quote



SPORTS TECHNOLOGY

Company Name Folsom Lake College
Primary Contact Ali Mollett
Name
Primary Contact molleta@flc.losrios.edu
Email

Account Manager Billy Peters
Account Mgr Email billy@synergysportstech.com
Account Mgr Phone (702) 578-7128

Bill To Women's Basketball
10 COLLEGE PARKWAY
Folsom, CA 95630

Ship To Women's Basketball
10 COLLEGE PARKWAY
Folsom, CA 95630

Account Name Folsom Lake College:Basketball - Women
Account # 5518
Quote Date 7/24/2018
Quote Number Q9561
Rep BPWP

Season 2018-2019
Service Start 7/1/2018
Service End 6/30/2019

Date	Quantity	Product Code	Product Description	Discount Type	Total Price
7/24/2018	1.00	1021300100	Foundation Services + Video Database - College + Video Exchange		\$1,650.00
7/24/2018	1.00	1021309100	Discount - Foundation Services	Promotional	(\$1,200.00)
7/24/2018	1.00	1021350100	NET Editor		\$550.00

Terms NET 30 Total Price \$1,000.00

Sales tax will be added to the final invoice if applicable to your institution

SEND PO TO: INVOICE@SYNERGYSPORTSTECH.COM

Synergy Sports Technology - Remit to: 1004 Commercial Ave PMB 264, Anacortes, WA 98221 - EIN: 37-1487076

TERMS OF USE

By payment of the invoice that is part of this document ("Invoice") the college basketball organization shown in the Bill To part of the Invoice ("Client") agrees to these Terms of Use.

1. License. Synergy Sports Technology, LLC ("SST") agrees to provide and grants to Client a non-exclusive, non-transferable license to use SST's proprietary technology and application software ("SST Services") that is described in the Invoice.
2. Term. This license of SST Services shall be for the term specified in the Invoice as the Dates of Service.
3. License Fee. The license fee to use the SST Services during the term is the amount shown as Total in the Invoice. Payment will be due within 30 days of receipt of invoice.
4. Sales Tax. In addition to the License Fee, Team shall be responsible for paying any federal, state or local taxes, or any other taxes or charges imposed by any government authority, including, without limitation, sales, use, excise, value-added or similar taxes ("Sales Tax"). Sales Tax may be invoiced separately from the License Fee, which may be much later than the original invoice if SST is not aware of the Sales Tax at the time of the original invoice.
5. Authorized Use. The SST Services are for use only by Client's basketball operations staff for coaching, scouting and player development. Client shall not permit unauthorized persons to have access to SST Services.
6. Logging Practices. SST shall decide which games to log, and determine the procedures for logging and accessing games.
7. Training. SST will conduct telephonic or web-based training sessions for Client to familiarize Client's personnel with the features of and how to use the SST Services.
8. SST's Confidential Information. Client acknowledges that SST Services technology and processes (including software, logging practices, and method of delivering video and data content) are confidential information that is proprietary to SST ("SST Confidential Information"). Client shall take reasonable steps to protect SST Confidential Information and shall not disclose the SST Confidential Information to any third party without SST's consent.
9. Limitation on Damages and Consequential Damages. SST shall not be liable to Client for damages unless there is a material and ongoing failure by SST to provide the SST Services. In such event, SST's liability for damages shall not exceed the amount that Client has paid SST for license fees during the term. In no event shall SST be liable for consequential or incidental damages, including but not limited to any loss resulting from the failure of Client to be able to use SST Services.
10. Force Majeure. Except with respect to payment obligations, if a party is prevented or delayed in performance of its obligations as a result of circumstances beyond such party's reasonable control, such failure or delay shall not be deemed to constitute a material breach of these Terms of Use, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably practicable after such circumstances have ended.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Synergy Sports Technology, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1004 Commercial Ave PMB 264	Requester's name and address (optional)
6 City, state, and ZIP code Anacortes, WA 98221-4117	
7 List account number(s) here (optional)	

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									

or

Employer identification number									
3	7	-	1	4	8	7	0	7	6

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ CEO	Date ▶ 1/1/2018
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.