

***Marion County Board of Education***

204 Betsy Pack Drive  
Jasper, Tennessee 37347

**Mark A. Griffith**  
Director of Schools

Telephone (423) 942-3434  
Fax (423) 942-4211

**Items Added to the Consent Agenda**

- 1. Request Approval of Additional Costs to Repair Intercom System at  
Monteagle Elementary School** *Dr. Griffith*

**Marion Co Board of Education**

204 Betsy Pack Drive  
 Jasper, TN 37347

**PURCHASE ORDER**

<b>PO #:</b>	141-34764
<b>Order Date:</b>	08/08/2024
<b>Vendor #:</b>	3577
<b>Date:</b>	08/08/2024

**To:** Southeastern Comm. Serv., Inc.  
 3849 Cleveland Hwy  
 Dalton, GA 30721

**Print Date:** 08/08/2024  
**Date Needed:**  
**Terms:**



**DELIVER ITEMS TO:**

Monteagle Elementary School  
 120 East Main Street  
 Monteagle, TN 37356  
**Attn:** Mike Ogden

**SPECIAL INSTRUCTIONS**

Mike Ogden

Item	Fund Account Number	Qty	Description	Unit Price	Amount
1	141- -76100-707-CAPIT	1.0000	SEE REQ. # CAP - 10	\$4,949.220000	\$4,949.22
<b>Grand Total</b>					\$4,949.22

	There is an otherwise unencumbered balance to the credit of the proper appropriation, allotment or fund to meet the expenditure covered by this purchase.	<b>APPROVED</b>
		 PURCHASING AGENT
 AUTHORIZED SIGNATURE		





**Purchase Agreement/ Quote**

No.: **9582**

Date: **8/7/2024**

**1. SECURITY INTEREST**

Purchaser hereby grants to Seller a general continuing security interest and assignment in the telephone and other related Equipment as described to secure full payment when and as due of all obligations and indebtedness of Purchaser and any successors, renewals or modifications thereof, and all Purchaser's duties and obligations set forth in the Purchase Agreement. The security interest is also given to further secure payment by Purchaser of all other indebtedness or liability, now existing or hereafter arising, absolute or contingent, whether joint or several, of the Purchaser to Seller. The security interest and assignment granted herein shall be a first lien security interest and shall at all times have priority over all other assignments, security interests, mortgages, negative pledges, liens and encumbrances of every kind and nature whatsoever, as long as there remains any balance due and owing owing Seller.

Purchaser will defend the Equipment pledged as security against the claims and demands of all persons and will indemnify and hold Seller harmless from any and all claims and demands against said Equipment, including attorney's fees and costs. Purchaser warrants and covenants that he has neither done any act nor permitted to be done any act, nor will do any act or permit to be done in the future nor has any law or claim arisen by operation of law that shall be superior in time or right to the security interest provided by this Agreement. Purchaser will not assign, convey, sell or attempt to transfer, assign, convey or sell any interest in the Equipment or any portion thereof, and will not create or permit to exist any security interest in other instruments upon the Equipment without the prior written consent of Seller. Purchaser will maintain the Equipment in good working order and repair. Purchaser shall discharge all taxes, assessments, levies, governmental charges, liens, attachments, executions, defects and/or encumbrances if any now or hereafter levied or passed on the Equipment.

**2. WARRANTY AND MAINTENANCE**

As long as Purchaser is not in default in payment of the purchase price as set forth herein for a period as indicated on the Purchase Agreement or a period of one (1) year from the Calendar Date, Seller warrants that the Equipment will be free from defects in material and workmanship. The extent of Seller's liability under this warranty as to defects in material and workmanship is limited to the repair or replacement (with a similar item free from such defect) of any equipment which is defective. This warranty excludes repairs made necessary by misuse, negligence, accident, theft or unexplained loss, abuse, corrosion or direct electric current, fire, flood, wind, lightning, water, Acts of God or public enemy, or improper wiring, installation, repair or alteration by anyone other than Seller. Seller's liability in all events will cease and terminate at the expiration of the warranty period. In no event shall Seller or its subcontractors be liable for any indirect, incidental, consequential, or special damages, including any loss of business, revenues, or goodwill arising in connection with this Agreement or the Equipment. The above warranty in no way and excludes all other express or implied warranties including warranties of merchantability or warranties of fitness. No other warranty exists in this Agreement.

Maintenance after the warranty period will be the responsibility of Purchaser. Maintenance after the warranty period may be provided by Seller under a separate written Maintenance Agreement or by a time and expense agreement.

Purchaser agrees to make, replace, maintain and hold Seller harmless from and against all other claims, liability, loss, injury and damage of any person, including Purchaser, which arise out of the use of or inability to use, breakdown or interruption, failure to maintain, loss of information or inadequate communication through the Equipment, whether by itself or with any other Equipment.

**3. CONDITIONS FOR INSTALLATION**

Purchaser, at Purchaser's expense, will provide or arrange for: (a) necessary floor plans and accessible Equipment location; (b) separate electric source, circuits and power; (c) suitable space meeting operating environment requirements; (d) heat and conditioning, light and security; (e) reasonable access; and (f) where not otherwise provided herein, telephone, central, holes and wireways. Purchaser and Seller will coordinate where the necessary facilities meet the public telephone network.

**PURCHASER WILL PAY ALL CHARGES OF THE LOCAL TELEPHONE COMPANY AND ANY OTHER CARRIER.**

Purchaser shall also permit or arrange for access to the premises for Seller's personnel, and shall provide suitable protected storage areas for the Equipment and installation tools during installation.

Purchaser agrees that Seller shall not be held liable for commercial loss, interruption, delay, inconvenience or other injury or damage that may occur during the installation, repair, relocation or removal of the Equipment. On relocation or removal of any or all of the Equipment, Seller will not be responsible for restoring the premises to their original condition.

**4. TITLE AND RISK OF LOSS**

Purchaser assumes the risk of loss and damage to the Equipment or any part thereof from the date of its delivery to the premises. So long as any part of the Purchase Price is unpaid, Purchaser will maintain adequate insurance against fire, theft, or other loss by the Equipment's full insurable value, with Seller as additional insured. Risk of loss will not affect title to the Equipment. Title passes on full payment of the Purchase Price.

**5. DEFAULT**

Purchaser shall be in default hereunder upon the occurrence of the nonpayment when due of any amount or installment payable hereon, the nonperformance, nonobservance or breach of any promise, covenant or warranty contained herein or any other security or agreement between Purchaser and Seller; if any warranty, covenant, representation or statement made or furnished to Seller is false or misleading in any material respect; if Purchaser does or attempts to remove or allow removal of the Equipment from the address given for the location of the Equipment, as shown on the face hereof, without the prior express written consent of Seller, encumber or dispose of the Equipment or any interest therein; remove, misuse or dispose of the Equipment; use or allow use of the Equipment in any manner or for any purpose prohibited by law or by policy of insurance; taxation; or if the Equipment is damaged or retained in such damaged condition for thirty (30) days after occurrence of the act causing such damage; if the Equipment or any interest therein is attached, levied upon or seized in any legal proceedings or otherwise, or held by virtue of any lien, attachment or distress, upon the occurrence of any adverse charge in the financial condition of Purchaser; if Purchaser fails to keep the Collateral insured; such failure to be evidenced by Purchaser's failure to furnish Seller a current certificate of such insurance; or upon the death, dissolution, termination of existence, insolvency, assignment for the benefit of creditors or the commencement of any bankruptcy, reorganization, receivership or insolvency proceedings by or against Purchaser.

**6. SELLER'S RIGHTS UPON DEFAULT**

Upon the occurrence of any default hereunder, all unpaid amounts shall, at Seller's option, without notice, immediately become due and payable. Seller may, at its option, exercise both time to time, any or all of the rights and remedies available under the Uniform Commercial Code, or otherwise by law or contract, including the right to immediate possession of the Equipment, the right to dispose of the Equipment at public or private sale or sales or other proceedings and Purchaser agrees that the portion of any proceeds received from any such sale shall be applied in or on account of the payment of such of the liabilities and in such order as Seller may elect. In addition to other such rights possessed by it, the Seller shall have the following rights, each of which shall be exercised at any time and in the sole discretion of Seller: To pledge or transfer this Agreement and any renewals, extensions or modifications thereof, assigning therewith the Seller's rights in the Equipment or any portion thereof; or the transfer of the whole or any part of the Equipment into the name of itself or its nominee.

Purchaser agrees upon demand to deliver the Equipment to Seller and Seller may, without legal process, and without previous notice or demand for performance, take possession of the Equipment in accordance with the provisions of the Uniform Commercial Code, and may enter in the premises where the Equipment is located in order to take possession of the same without liability for trespass. In the event of repossession of the Equipment, Purchaser shall remain liable for any deficiency.