

NATIONAL JOINT POWERS ALLIANCE®
PARTICIPATING MEMBERSHIP AGREEMENT

This Agreement, made effective on the date hereof, by and between National Joint Powers Alliance® (hereinafter referred to as "NJPA") and _____ (hereinafter referred to as the "Participating Member").

Agreement

1. NJPA, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. NJPA is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Participating Member to follow their state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power agreements with in-state or out-of-state public agencies.
3. NJPA makes their cooperative purchasing contracts available to Participating Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Participating Member. Participating Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Participating Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Participating Member placing the order.
5. The use of each contract by the Participating Member will adhere to the terms and conditions of the NJPA Contract.
6. Any dispute which may arise between the Participating Member and the Vendor are to be resolved between the Participating Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between NJPA and the Participating Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

The Parties have executed this Agreement effective the date hereof.

Participating Member Name

National Joint Powers Alliance®

By _____
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Its _____
TITLE

TITLE

DATE

DATE

PARTICIPATING MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Name* _____

Address* _____

City, State, ZIP code* _____

Employer Identification Number _____

Contact person* _____

Title* _____

E-mail* _____

Phone* _____

Website _____

ORGANIZATION TYPE*

- K-12 (Public or non-profit)
- Government or municipality (Specify: _____)
- Higher education (Public or non-profit)
- Other (Specify: _____)

REFERRED BY

- Advertisement _____
- Current NJPA member _____
- Vendor representative _____
- Trade show _____
- NJPA website _____
- Other _____

Return completed agreement to

National Joint Powers Alliance ®
 202 12th Street NE
 Staples, MN 56479

Duff Erholtz

Phone 218-894-5490
 Fax 218-894-3045
 E-mail duff.erholtz@njpacoop.org

**Denotes required information*