



Check West account status below as applicable:		Rep Name & Number <u>Donald Hayes 0165407</u>		* R E Q U I R E D *
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)			
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Acct # <u>1000647431</u> Quote # _____ PO # _____ Date <u>4/29/2016</u>				
Name/Subscriber <u>WISE COUNTY ATTORNEY</u>			Bill To Acct # _____	I F N E E
Order Confirmation Contact Name <u>Jenny Smith</u>				
E-Mail <u>jenny.smith@co.wise.tx.us</u>				
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>				
Name _____		Attn: _____		
Address _____			Suite/Floor _____	
City _____		State _____	County _____	Zip _____

	Print Product(s) Converting to Assured Print Pricing	
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Full Svc #	Assured Print Pricing Service Products	Quantity	Monthly Charges	Other	Monthly Charges
	See attached worksheet				

Notes: _____

*** Total Monthly Charges \$ 463.48**

*Total Monthly Charges includes charges from Attachment (795.dot), if applicable, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes Subscriber's ("you" or "I") order and will continue for the term of complete calendar months you initial below. *JDC*

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages.

Initial below to select the Minimum Term.

24 month Minimum Term. Monthly Charges for the second 12 months will be 6% over the first 12 months.

JDC 36 month Minimum Term. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

JDC Initials for Automatic Renewal Term. I request West to continue subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

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Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the "Miscellaneous" section below.

	Miscellaneous	
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1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
3. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.
4. **Returns and Refunds.** If Subscriber is not completely satisfied with any print or CD-ROM Product received from West, the product may be returned within 45 days of the shipment date for a full refund or credit, in accordance with West's then current returns policies. Please see <http://static.legal.solutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 with questions or for details regarding our policies on Assured Print Pricing returns and refunds
5. **Transportation Charges.** Print and CD-ROM Products/DVD Products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
6. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.
7. **Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGEMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name JD Clark
 Title County Judge
 Date 5-14-10
 Signature X [Signature]

For Credit Card Transactions only:		Visa _____ Master Card _____ Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.		



Government Accounts Only

Non Availability of Funds Addendum to West Order Forms West Complete, Assured Print Pricing and Library Savings Plan Orders

Subscriber: WISE COUNTY ATTORNEY

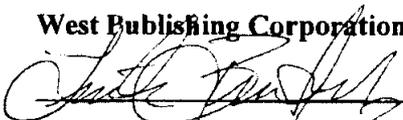
Account #: 1000647431

Date of Order Form: 5/2/2016

1. **Effect of Addendum.** The underlying Order Form between you and West (“us” or “we”) is amended to incorporate the terms of this Addendum. As amended, the Order Form remains in effect. All terms used in this Addendum have the same meanings given in the Order Form. This Addendum supersedes any and all prior understandings and agreements relating to the subject matter. If there is a conflict between the terms of the Order Form and the terms this Addendum, the terms of this Addendum will control.

2. **Modification of Order Form-Non Availability of Funds.** You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own. You will include a detailed written statement documenting the reason for cancellation. Your written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). You will pay all charges incurred for any products and services received up to the effective date of the cancellation. If the Order Notification includes WestPack print or CD-ROM products, you will immediately return all unpaid WestPack print or CD-ROM products and updates.

West Publishing Corporation

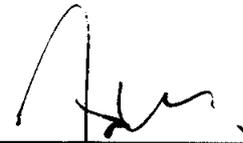


Accepted By Linda Burton

Title SSC MC

Date 5-11-16

Subscriber

Signed 

Name (please print) JD Clark

Title County Judge

Date 5-27-16

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

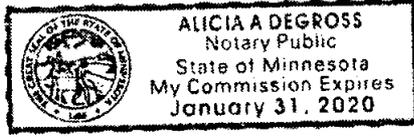
1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	CERTIFICATION OF FILING
West Publishing Corporation EAGAN, MN United States	Certificate Number: 2016-51973
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	Date Filed: 05/09/2016
WISE COUNTY ATTORNEY	Date Acknowledged: <u>5-16-16</u>
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.	
1000647431 Legal publications	

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Cindy Hansen
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cindy Hansen, this the 9th day of May, 2016, to certify which, witness my hand and seal of office.

Alicia A. DeGross Alicia A. DeGross Legal Assistant
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath