



## CONTRACT RENEWAL LETTER

**Date:** August 10, 2020  
**Contract #:** UCPJMU5649  
**Service:** Musical Instruments  
**Renewal Period:** 11/1/2020 to 10/31/2021  
**Renewal #:** 1 of 9 One-Year  
**Issued By:** James Madison University  
Dana Simmers, Buyer Senior

Ph: 540-568-5113

Fx: 540-568-7935

**Contractor:** Steve Weiss Music  
Attn: Jeff Phipps  
2324 Wyandotte Rd.  
Willow Grove, PA 19090

Ph: 888-659-3477 ext 230

**Contract Administrator:** Scott Rikkers, Band

### **Description of Renewal Notice:**

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will remain the same and is attached to this renewal. Additionally, pursuant to this renewal the following is added to the contract:

- **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

**Steve Weiss Music**

**By:**

Jeff Phipps

*Name (print)*

Sales Manager

*Title*

*Date Signed*

**James Madison University**

**By:**

Dana Simmers, CUPO

*Name (print)*

Buyer Senior

*Title*

08/14/2020

*Date Signed*



**Contract #:** UCPJMU5649

**Contractor:** Steve Weiss Music

**Renewal Period:** 11/1/2020 - 10/31/2021

**Commodity:** Musical Instruments

**Contractor's pricing schedule is as follows:**

Brand	MIN DISC %	Exclusions to Discount
Adams	10%	Repair Parts
Black Swamp	5%	
Carroll Sound	0%	
Dynasty	10%	Repair Parts
Evans	10%	
Gretsch	10%	Repair Parts
Grover	5%	Repair Parts
Innovative Percussion	10%	
King Kong Cases	10%	Repair Parts
Latin Percussion	10%	
Ludwig	10%	Repair Parts
Malletch	10%	Repair Parts
Meinl	10%	
Musser	10%	Repair Parts
Panyard	10%	Repair Parts
Pearl	10%	Repair Parts
Remo	10%	
Ron Vaughn	5%	
Sabian	10%	
Treeworks	10%	
Vic Firth	10%	
Weiss	0%	
Yamaha	10%	Repair Parts
Zildjian	10%	
Sticks, Mallets, Heads, Small Accessory Instruments to members of the JMU Percussion Studio	10%	

1. Contractor shall not bill shipping costs for in stock products.
2. Contractor shall not bill Purchasing Agency restocking and/or shipping fees for damaged or defective products.
3. Contractor shall not bill Purchasing Agency restocking fees for returns and/or exchanges.
4. Purchasing Agency shall be responsible to pay shipping fees on all returns and/or exchanges.
5. Contractor shall not bill the Purchasing Agency charge card processing fees.
6. All deliveries made to the Purchasing Agency shall be FOB destination.
7. Payment shall be made to the Contractor in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment Act.
8. The Contractor has disclosed all potential fees. Additional charges will not be accepted.