



Science Companion
 www.sciencecompanion.com | 888.352.0660

8400 Woodbriar Drive
 Sarasota, FL 34238
 toll free: (888) 352-0660
 fax: (941) 296-7895
 orders@sciencecompanion.com

Order Summary Information: Payment for Digital Pilot is FREE unless agreed materials are not returned.

Billing Address:

Name:

Title:

School/District:

Billing Address:

Phone:

Email:

Shipping Address:

Name:

School/District:

Mailing Address:

Phone:

Email:

Payment Information: Choose a payment method Credit Card Purchase Order

***Charges will not be made unless materials are not returned within two months of enrollment.**

Credit Card: <input type="radio"/> Visa <input type="radio"/> MasterCard		Purchase Order	
Credit Card Number:	<input type="text"/>	School Purchase Order Number:	<input type="text"/>
Card I.D. Number:	<input type="text"/> Last 3 digits on back of card.	Check Number:	<input type="text"/>
Expiration Date:	<input type="text"/>	Authorization Signature:	<input type="text"/>
Name on Credit Card:	<input type="text"/>		
Billing Address:	<input type="text"/>		

Please check all shipments carefully. Make sure you receive the correct number of boxes and books in good condition before signing for shipments. Report any discrepancies or damages within 10 days of receipt of shipment.

Chicago Educational Publishing Company, LLC.

Lending Library Agreement

This agreement ("Agreement") between _____ (the "Educator") and Chicago Educational Publishing Company, LLC. (the "Publisher") is effective as of _____.

The parties agree as follows:

1. Publisher shall provide Educator, certain *Science Companion*[®] curriculum materials as specified on **Exhibit A** (the "Curriculum Materials") for the period of _____ to _____ (the "Lending Library Period").

2. The Curriculum Materials are being provided to the Educator to use, review and evaluate. As noted on **Exhibit A**, the Curriculum Materials consist of "returnable" and "non-returnable" materials.

3. At the end of the Lending Library Agreement Period, Educator shall either promptly return the returnable Curriculum Materials to the address provided by the Publisher at Publisher's mailing expense or Educator shall keep the Curriculum Materials and pay the Publisher (on net 30 day payment terms) the total purchase price for the Curriculum Materials as specified on **Exhibit A**. If Educator is returning the Curriculum Materials, Educator shall be responsible to pay the Publisher for any returnable materials not returned at the Publisher's standard price.

4. At the end of the Lending Library Agreement Period, if the Educator does not purchase the Curriculum Materials, the Educator will ship materials at the Publisher's cost to the following address at the end of the lending period:


Sierra College Self Storage
Attn: Belinda Basca, Unit H47
8100 Sierra College Blvd
Roseville, CA 95661

5. Amounts not paid when due under this Agreement shall incur services charges of 1% per month until paid. Educator shall pay all applicable national, state and local taxes, duties or other charges which may be due for the agreement, use, or purchase of the Curriculum Materials.

Educator

Publisher

Signature: _____

By: 

Printed Name/ Title: _____

Name/Title: Rita Ferrandino, CEO

Date: _____



EXHIBIT A

Curriculum Materials

All *Student Reference Books* are “Returnable.” Other curriculum materials in the Pilot ExploraGear are marked as “R” for “Returnable” or “NR” for “Non-Returnable.” See detailed ExploraGear lists for further details.

ITEM	ISBN	UNIT PRICE	QUANTITY	TOTAL PRICE
Pilot ExploraGear: Rainbows, Color, and Light	978-1-59192-494-4	\$ 40.00		\$
Pilot ExploraGear: Solids, Liquids, and Gases	978-1-59192-495-1	\$ 40.00		\$
Pilot ExploraGear: Motion	978-1-59192-496-8	\$ 40.00		\$
Pilot ExploraGear: Habitats	978-1-59192-497-5	\$ 40.00		\$
Student Reference Book: Habitats*	978-1-59192-488-3	\$ 20.00		\$
*For pilot purposes, 8 recommended per class				
Pilot ExploraGear: Our Solar System	978-1-59192-498-2	\$ 40.00		\$
Pilot ExploraGear: Watery Earth	978-1-59192-499-9	\$ 40.00		\$
Student Reference Book: Watery Earth*	978-1-59192-394-7	\$ 20.00		\$
*For pilot purposes, 8 recommended per class				
Pilot ExploraGear: Earth’s Changing Surface	978-1-59192-500-2	\$ 40.00		\$
Student Reference Book: Earth's Changing Surface*	978-1-59192-398-5	\$ 20.00		\$
*For pilot purposes, 8 recommended per class				
Pilot ExploraGear: Energy	978-1-59192-501-9	\$ 40.00		\$
Student Reference Book: Energy*	978-1-59192-397-8	\$ 20.00		\$
*For pilot purposes, 8 recommended per class				
		Order Total		\$
		Shipping and Handling		\$ 0.00
		Total Due		

EXHIBIT A

Curriculum Materials

Rainbows, Color, and Light Pilot ExploraGear®		
Quantity	Item	Returnable/Non-Returnable
2	BOTTLE, SPRAY TRIGGER	R
2	PRISM, ACRYLIC	R
1	FLASHLIGHT	R
2	BATTERIES, D-CELL	R
1	WIRE, COPPER, ROLL	NR
1	MIRRORS, SET/4	R
1	WHAT IS A SCIENTIST? (TRADE BOOK)	R

Solids, Liquids, and Gases Pilot ExploraGear®		
Quantity	Item	Returnable/Non-Returnable
7	BOLT 1/2" X 2" LONG	R
5	WOOD, BLOCK 1" CUBE ASST.CLR	R
1	CLAY, MODELING NATURAL, LB	R
1	MAGNET, CERAMIC BAR 50MM SET/2	R
1	GEOSOLIDS, FOAM (SET/4)	R
1	SCALE, PLATFORM DIET	R

Motion Pilot ExploraGear®		
Quantity	Item	Returnable/Non-Returnable
1 ROLL	TWINE	NR
7	SPHERE, STEEL 1"	R
7	MARBLE, GLASS 1 INCH	R
1	MARBLE, 5/8" MULTI-COLOR PK/30	R
1	STRAW, PLASTIC, WRAPPED PK/50	NR
14	CAR, TOY 3" NON-PULL	R
1	VERSATIMER	R
2 ROLLS	MASKING TAPE	NR

EXHIBIT A

Curriculum Materials

Habitats Pilot ExploraGear®		
Quantity	Item	Returnable/Non-Returnable
3	CLOTHESPIN	R
2	DROPPER	R
1	FOAM PLATES, PK/10	NR
1	ICE TONGS	R
5	NAIL, LARGE	R
1	NUTCRAKER	R
1	SIEVE (TEA STRAINER)	R
2	SKEWERS	NR
1	DRY HERBS	NR
2	GUMMY WORMS	NR
10	MARSHMALLOWS, LARGE	NR
10-15	MARSHMALLOWS, MINI	NR
3	NUTS, IN SHELL	NR
1	OATMEAL, 4 CUPS	NR
2 boxes	RAISINS	NR
1	GRADUATED CYLINDER	R
1	BIRD FEATURE CARD SETS	R

Our Solar System Pilot ExploraGear®		
Quantity	Item	Returnable/Non-Returnable
7	STYRENE BALLS, 2 IN	R
7	STYRENE BALLS, 1 IN	R
4	FLASHLIGHT, LED	R
1	GLOBE, INFLATABLE, W/STAND	R
1	NOTE PAD, SELF-STICKING, 3X3IN	NR
1	MAGNETIC COMPASS	R
2	NOTE PAD, SELF-STICKING, 1 1/2X2	NR
8	SHADOW RECORDING TOOLS	R
1	LAMP, CLIP-ON	R
1	BULB, FLUOR, SPIRAL, 27/100W	R
3	SPOT-SIZE BANDAGE	NR
1	THUMB TACK	R

EXHIBIT A
Curriculum Materials

Watery Earth Pilot ExploraGear®		
Quantity	Item	Returnable/Non-Returnable
1	COFFEE FILTERS, PK/15-20	NR
1	CONDIMENT CUPS, 100 ML (3.5 OZ), PK/30	NR
1	MEASURING CUP, 1 CUP (8 OZ)	R
1	PLASTIC CUPS, 375 ML (12 OZ), PK/50	NR
1	PAPER PIECES, SMALL	NR
1	SPOON, PLASTIC, PK/30	NR
1	PLASTIC GLOVES, BOX/100	NR
1	POTTING SOIL, 750 ML (3 CUPS)	NR

Earth's Changing Surface Pilot ExploraGear®		
Quantity	Item	Returnable/Non-Returnable
1	SOIL, LOAM	NR
2	TRAY, ICE CUBE (EACH)	R
2	CLAY, MODELING NATURAL	NR
1	MAGNIFIERS SET/10	R
1	CUPS, PAPER NONWAXED,3OZ,25/PK	NR
1	GRAVEL, PEA SIZE	NR
1	PEBBLES, ROUGH ROCKS	NR
1	SAND, 1 CUP	NR

Energy Pilot ExploraGear®		
Quantity	Item	Returnable/Non-Returnable
1	GENERATOR, DC CRANK	R
1	SOLAR MOTOR KIT	R
4	TOY, FROG, POPUP W/SPRING	R
1	DOMINOES, DBL-SIX,(SET/28)	R
2	SOLAR ENERGY BEAD BRACELETS	R
1	ENERGY BALL	R
4	TOY CARS, PULL_BACK TYPE	R
1	BULB, FLUOR, SPIRAL, 27/100W	R
1	LAMP, CLIP-ON	R
1	PHOTO "ENERGY" CARDS	R

TERMS AND CONDITIONS

1. EDUCATIONAL MATERIALS AVAILABLE FROM CEPC.

Chicago Educational Publishing Company, LLC ("CEPC") will provide Educational Materials under the following terms (the "Agreement"). "Educational Materials" means one or more copies of the following items: (a) curriculum and supporting materials, electronically ("Digital Editions"); (b) manuals, books, booklets, cards and other printed materials provided to Customer ("Printed Materials"); and (c) ExploraGear® science materials and other consumables and replacement items ("Kits"). Notwithstanding the foregoing, if there is a conflict between the terms of this Agreement and the terms of the applicable website promoting the Educational Materials, including but not limited to www.sciencecompanion.com ("Website"), or other materials provided by or on behalf of CEPC to Customer with respect to Educational Materials, the applicable Website or such other materials provided by or for CEPC shall control over the terms of this Agreement.

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Unless otherwise specified, all payments due CEPC with respect to Educational Materials shall be due no later than thirty (30) days after the date such Educational Materials are provided or shipped to Customer. Customer's right to possess and use Educational Materials, and all of its other rights hereunder, are expressly contingent and dependent upon timely and full payment of the applicable amounts. A service charge at the rate of one and one-half percent (1-1/2%) per month (18% per annum) or, if less, the maximum rate permitted by law will be added to all past due accounts until paid in full.

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Customer shall not, and shall ensure that all others do not, directly or indirectly: copy, reproduce, disassemble, reverse engineer, attempt to repair or in any way tamper with any Educational Materials; sell, rent, lease, sublicense, lend, transfer, assign, encumber, hypothecate or in any way part with or share possession of any Educational Materials for any period of time; modify, edit, add to, make works derived from or in any manner alter any Educational Materials; charge any fee or other consideration in connection with any exhibition or other use of any Educational Materials; advertise or otherwise publicize any exhibition or use of any Educational Materials except internally and to Customer's employees to whom Educational materials may properly be exhibited hereunder; send, export, re-export, exhibit or otherwise use the Educational Materials anywhere outside of the country in which Customer takes delivery; or cause or permit any exhibition, display, performance, duplication, distribution, adaptation, transmission, re-transmission, broadcast (including without limitation, via closed circuit, pay cable or subscription television service) or other use of the Educational Materials, except as specifically authorized by this Agreement or otherwise by written permission of CEPC or its licensors.

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Revised October, 2010

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7. CANCELLATION.

No attempted revocation or cancellation of any order by the Customer shall be effective unless in writing and received by CEPC at least one (1) business day prior to shipment. Any effort by Customer to change (a) the location to which the Educational Materials are to be delivered, or (b) the particular Educational Materials ordered shall, without limitation, be deemed an attempted "cancellation." In the event any Educational Materials are discontinued or temporarily out of stock, CEPC shall so notify the Customer and shall, at the Customer's option, cancel the order and refund any applicable amounts that may have been paid by the Customer; substitute other Educational Materials of equivalent price and terms; or reschedule the Customer's order. CEPC' liability for discontinuations, back-orders or similar circumstances shall be limited to the foregoing options and shall be further limited as provided elsewhere in this Agreement.

8. ORDERS.

CEPC ACCEPTS ORDERS FOR EDUCATIONAL MATERIALS ONLY ON THE EXPRESS CONDITION THAT CUSTOMER ASSENTS TO ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING WARRANTY, DISCLAIMERS AND LIMITATION OF REMEDY AND LIABILITY, AND NO OTHERS. NO PRE-PRINTED OR OTHER SUCH TERMS AND CONDITIONS, WHETHER MATERIAL OR OTHERWISE, CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITING OR FORM OF CUSTOMER SHALL BE OF ANY FORCE OR EFFECT, AND CEPC HEREBY NOTIFIES CUSTOMER OF ITS OBJECTION TO ALL SUCH TERMS AND CONDITIONS.

9. INDEMNIFICATION.

Customer agrees to indemnify and hold CEPC and its subsidiaries, affiliates, officers, agents, directors, licensors, contractors and employees harmless from any claims, actions, costs, liabilities, expenses and damages, including reasonable attorneys' fees and expenses, made against CEPC or any such CEPC party by any third party due to or arising out of Customer's use of any of the Educational Materials or Customer's breach of any provision of this Agreement.

10. GOVERNING LAW AND JURISDICTION.

This Agreement and all of the parties' rights and obligations hereunder shall be governed by the laws of the State of Illinois (excluding conflicts rules) and of the United States. Customer hereby consents to jurisdiction and venue in the federal and state courts located in Cook County, Illinois for purposes of this Agreement and its subject matter. Any suit or proceeding in connection with this Agreement or its subject matter and commenced by Customer shall be commenced and maintained only in such courts.

11. GENERAL.

Other than the terms of this Agreement, which are binding on the parties, any terms and conditions that are typed or printed on the reverse of or otherwise included in or to any Customer request for quotation or bid, purchase order, acceptance, confirmation or other purchase document will be deemed to be solely for the convenience of the parties. No such term or condition will be binding upon either party, and no action by either party (including, without limitation, the issuance of a purchase order or an acceptance in whole or in part or acceptance of the order) will be construed as binding such party with respect to any such term or condition, unless the specific term or condition has been previously agreed to by CEPC and Customer in writing, and is binding upon such party with respect to such purchase order or acceptance invoice by virtue of this Agreement or a binding amendment thereto.

Customer is responsible for and CEPC may invoice Customer for any and all federal, state and local taxes, duties, tariffs or import fees whatsoever in connection with any transactions with Customer under this Agreement. All notices required or permitted hereunder shall be sent by telegram, telex, overnight courier service or by certified or registered mail (return receipt requested) directed to Customer or CEPC, as applicable, at their respective business addresses set forth in CEPC' invoice. Customer shall pay CEPC' reasonable attorneys fees and other expenses incurred in enforcing any of its rights under this Agreement.

CEPC shall not be in breach of this Agreement, and shall have no liability, for any failure of or delay in performance under this Agreement by reason of war, riot, civil disturbance, fire, explosion, flood, act of nature, strikes, lockouts, labor disputes, burglary, malicious damage, weather conditions, transport failure, traffic congestion, failures or delays of suppliers, carriers or other third parties, any acts of any governmental instrumentality or agency, or any cause whatsoever beyond CEPC' control.

The entire agreement between CEPC and Customer is contained exclusively in this Agreement. CEPC shall not be liable for any act or obligation other than those herein expressly required of it, whether or not any oral or written representation to the contrary is made by any person, either before or at the time this Agreement is made. This Agreement may not be modified except by a written amendment signed by both Customer and CEPC. If any provision of this Agreement shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed removed from this Agreement and replaced by a valid provision that serves the intent of the parties to the maximum extent permitted by law.