



Order #1

Product/Service Provider: **Product/Service Provider's name**

*This Order is being placed under the Products and Services Agreement between the undersigned parties dated **day/mo/year** (the "Agreement")*

Terms already included in the Agreement do not have to be repeated. You only need to provide information specific to this Order.

a. **Products/Services:**

Describe the products/services in detail, including first and last day of work (if relevant), and all Sierra Club expectations as to quality, quantity, milestones, deadlines, outcomes, etc.

Attach any relevant materials that describe what the contractor will do, such as proposals, quotes, schedules, or marketing materials such as websites or product descriptions that we expect the contractor to live up to. List each item here, for example: "The Services are further detailed in the attached documents: (1) Final Proposal (2) Schedule (3) Product ABC screen shot"

b. **Payment:**

Provide detailed fee and payment information, including when invoices will be issued, and whether any deliverables or milestones must be met before invoicing. Attach additional pages if needed, and list them here. If possible, state that invoices may only be issued for work completed/product delivered "and approved by SC, which will not unreasonably withhold its approval."

It is strongly recommended that you do not pay large sums up front. Instead, pay in installments as work is done or products are delivered. Ideally, no more than 25% would be due up front. At least 15% should be held back as a final payment, to be made "upon completion of the work (or delivery of the product) and approval by SC, which will not be unreasonably withheld."

c. **Invoices to be submitted as follows:**

To whose attention, at what address? Any other instructions?

d. **Product Order Fulfillment:**

Are there any specific agreements regarding fulfillment? Will prices be held through a certain date? Can we order product from time to time by phone? How quickly must they fulfill?

e. **Prior Orders:**

By default, this Order will not affect any prior orders. If instead you would like for prior Orders to be replaced by this one, add: Prior Order #_____ is hereby terminated.

Multiple Orders: The Parties may enter into any number of Orders under the Agreement. Each such Order shall, together with the Agreement, be considered a separate contract. A party entitled to terminate the Agreement or any Order may in its discretion terminate only the particular Order giving rise to the termination right, or the entire Agreement and all Orders. In the event of conflicting terms, documents shall be given priority in the following order (1) Agreement (2) Orders (in reverse chronological order).

CONTRACTOR'S NAME

SIERRA CLUB

Authorized Contractor signature

PRINT NAME & TITLE

DATE SIGNED

Authorized Sierra Club signature

PRINT NAME & TITLE

DATE SIGNED