



1005 W Fayette St, Syracuse NY 13204

# SALES AGREEMENT

SID:

SO#:

## CLIENT

FULL LEGAL NAME: Warren County School District		ADDRESS: 6820 Market Street Extention	
CITY: Russell	STATE: PA	ZIP: 16345-3406	PHONE: 814-723-6900
BILL TO NAME: (if different from above) Warren County School District		BILL TO ADDRESS: 6820 Market Street Extention	
BILL TO CITY: Russell	BILL TO STATE: PA	BILL TO ZIP: 16345-3406	BILL TO PHONE: 814-723-6900
DELIVERY DATE: 8/12/2024	DELIVERY CONTACT NAME: Jennifer Dilks	DELIVERY CONTACT EMAIL: dilksj@wcsdpa.org	DELIVERY PHONE: 814-723-6903 X1202

## EQUIPMENT INFORMATION

Qty	Item #	Item Description	Unit Price	Extended
17	IRADV6980i	Canon imageRUNNER ADVANCE DX 6980i		
17	0126C001AA	Canon 2/3 Hole Puncher Unit-A1		
17	3235C001BA	Canon Staple Finisher-AC1		
17	3236C014AA	Canon Booklet Finisher-AC2		
4	IRADV6855i	Canon imageRUNNER ADVANCE DX 6855i		
4	0126C001AA	Canon 2/3 Hole Puncher Unit-A1		
4	4031C002BA	Canon High Capacity Cassette Feeding Unit-C1		
4	5548C002AA	Canon Paper Folding/Booklet Finisher-A1		
4	5546C002AA	Canon Buffer Pass Unit-P2		
4	5547C002AA	Canon Staple Finisher-AB2		
1	IRADV529iF	Canon imageRUNNER ADVANCE DX 529iF		
1	2916C001AA	Canon Cassette Feeding Unit-AR1		
2	MF1643IF II	Canon imageCLASS X MF1643IF II (Includes toner)		
2	5858A010AD	Canon Cabinet Type-S		
13	IRADVC3926i	Canon imageRUNNER Advance DX C3926i		
13	5634C001AA	Canon Cabinet Type-W		
13	4002C002AA	Canon Inner 2/3 Hole Puncher-D1		
13	4000C002BA	Canon Inner Finisher-L1		
3	IRADVC5840	Canon imageRUNNER ADVANCE DX C5840i		
3	0126C001AA	Canon 2/3 Hole Puncher Unit-A1		
3	4031C002BA	Canon High Capacity Cassette Feeding Unit-C1		
3	5546C002AA	Canon Buffer Pass Unit-P2		
3	5547C002AA	Canon Staple Finisher-AB2		
4	IRADVC5850	Canon imageRUNNER ADVANCE DX C5850i		
4	0126C001AA	Canon 2/3 Hole Puncher Unit-A1		
4	4031C002BA	Canon High Capacity Cassette Feeding Unit-C1		
4	5548C002AA	Canon Paper Folding/Booklet Finisher-A1		
4	5546C002AA	Canon Buffer Pass Unit-P2		
			SUB TOTAL	

PO: \_\_\_\_\_

Plus applicable taxes

NOTES:

\*Terms are due on receipt

## CONNECTIVITY

IT CONTACT NAME: Jennifer Dilks	IT CONTACT PHONE: 814-723-6903 X1202	IT CONTACT EMAIL: dilksj@wcsdpa.org
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CONNECTIVITY NOTES:

SIGNATURE: \_\_\_\_\_ PRINT & TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CLIENT ("you" or "your")

FULL LEGAL NAME:

Warren County School District

FEDERAL TAX ID #: 25-1157816

ADDRESS:

6820 Market Street Extention Russell PA, 16345-3406

## MASTER AGREEMENT

The parties anticipate the terms of this Master Agreement shall be incorporated into and constitute a part of one or more Schedules to Master Agreement entered into between Client and Owner (each a "Schedule"). As used herein, "Agreement" refers to an individual Schedule which incorporates this Master Agreement and "Equipment" refers to the equipment and/or software referenced on an individual Schedule.

## ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT.** You want us to now provide you the Equipment, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto excluding equipment marked as not financed under the Schedule and you unconditionally agree to pay us the amounts set forth on such Schedule each period by the due date. The Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee. If any amount payable to us is more than five days late, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. We may charge you a fee for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. The payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located.
- 2. NET AGREEMENT. THE AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THE TERMS OF THE AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THE AGREEMENT FOR ANY REASON.**
- 3. EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. If we have entered into a separate arrangement with you for maintenance, service, supplies, support, etc. with respect to the Equipment, payments under the Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
- 4. SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include software included as part of, or installed on, the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software and have no rights or obligations under any related license agreement. You agree that you will look only to the publisher, licensor, or other third parties, if any, who actually granted you your right to use the software to determine those rights. **You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.**
- 5. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 6. ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or the Agreement without our written consent. Without our prior written consent, which will not be unreasonably withheld, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell or assign the Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. **You agree that if we do so, our assignee will have our assigned rights under the Agreement, but none of our obligations (including but not limited to any obligation to provide maintenance, supplies or support for the Equipment), and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.**
- 7. LAW/FORUM.** You agree that the Agreement and any claim related to the Agreement shall be governed by the internal laws of the state in which our (or, if we assign the Agreement, our assignee's) principal place of business is located and any dispute concerning the Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. **Each party waives any right to a jury trial.**

## CLIENT'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X

CLIENT

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

Usherwood Office Technology

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

1005 W. Fayette St., Syracuse, NY 13204-2860

**8. LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations under the Agreement. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

**9. INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of the Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under the Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL BE RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

**10. TAXES/OWNERSHIP.** You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and the Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. Unless the Agreement includes a \$1-purchase option, we own the Equipment (excluding any software). If the Agreement includes a \$1-purchase option, you acknowledge that the Agreement shall be deemed to be a conditional sales contract, any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the applicable Schedule and you agree to file any required personal property tax returns relating to the Equipment.

**11. END OF TERM.** At the end of the term of the Agreement (or any renewal term) (the "End Date"), the Agreement will renew month to month unless a) you provide us written notice, at least 30 days prior to the End Date (or at least 30 days before they end of any renewal term), of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. If the Agreement includes a purchase option and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the purchase option price. If the Agreement includes a \$1-purchase option, you will be deemed to have exercised your option to purchase the Equipment as of the commencement date of the applicable Schedule. You cannot pay off the Agreement or return the Equipment prior to the End Date without our consent. Unless the Agreement includes a \$1-purchase option, if we consent to an early prepayment, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**12. DEFAULT AND REMEDIES.** You will be in default if (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of the Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves, terminates existence or files bankruptcy, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment and requiring you to stop using any financed software. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing the Agreement. You also agree to pay interest on all past due amounts, from the due date, at 12% per year. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

**13. UCC.** You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us and you authorize us to file a financing statement to show our interest. If we assign rights in the Agreement for financing purposes, you agree that the Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**14. MISCELLANEOUS.** The Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under the Agreement may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, legal name, address, Federal Tax ID #, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.





1005 W Fayette St, Syracuse NY 13204

CLIENT ("YOU" OR "YOUR")

MASTER AGREEMENT NO.

APPLICATION NO.

AGREEMENT/SCHEDULE NO.

## Schedule to Master Agreement

FULL LEGAL NAME: **Warren County School District**

ADDRESS: **6820 Market Street Extension Russell, PA 16345-3406 Russell, PA 16345-3406**

### MASTER AGREEMENT

REFERS TO THE AGREEMENT BETWEEN CLIENT AND OWNER IDENTIFIED IN OWNER'S RECORDS BY THE MASTER AGREEMENT NO. ABOVE.

### DESCRIPTION OF EQUIPMENT

MAKE, MODEL NUMBER, INCLUDED ACCESSORIES & SERIAL NO.

☐ SEE ATTACHED EQUIPMENT SCHEDULE

Canon imageRUNNER ADVANCE DX 6980i (17)  
Canon imageRUNNER ADVANCE DX 6855i (4)  
Canon imageRUNNER ADVANCE DX C5840i (3)  
Canon imageRUNNER Advance DX C3926i (13)  
Canon imageRUNNER ADVANCE DX C5850i (4)  
Canon imageRUNNER ADVANCE DX 529iF (1)  
Canon imageCLASS X MF1643iF II (Includes toner) (2)

EQUIPMENT LOCATION: **(As Stated Above)**

### PAYMENT TERMS UNDER THIS SCHEDULE ONLY

TERM IN MONTHS: **60** **MONTHLY** BASE PAYMENT AMOUNT: **\$11,605.00** (PLUS TAX)

### AGREEMENT

This Schedule to Master Agreement ("Schedule"), together with the preprinted terms of the Master Agreement (as amended), constitutes an agreement between Client and Owner with respect to the equipment referenced herein (or on the attached Equipment Schedule), separate and distinct from any other Schedule to Master Agreement entered into between Client and Owner pursuant to the Master Agreement. Client agrees to be bound by the terms of this Schedule, which includes the preprinted terms of the Master Agreement (as amended), and agrees this Schedule shall constitute an "Agreement" as such term is used in the Master Agreement. The parties agree that this Schedule and any related documents hereto may be authenticated by electronic means. The parties agree that the original of this Schedule for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Schedule, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Schedule or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Schedule or any related documents hereto manually. If any provision in this Schedule conflicts with a provision in the Master Agreement, the provision in this Schedule shall control. This Schedule shall commence on the date of our acceptance.

### CLIENT'S AUTHORIZED SIGNATURE

ONCE YOU SIGN THIS SCHEDULE AND OWNER ACCEPTS IT, THIS SCHEDULE WILL BE NON-CANCELABLE FOR THE FULL TERM.

**(As Stated Above)**

**X**

CLIENT

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

**Usherwood Office Technology**

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

### CERTIFICATE OF DELIVERY AND ACCEPTANCE

THE CLIENT HEREBY CERTIFIES THAT ALL THE EQUIPMENT: 1) HAS BEEN RECEIVED, INSTALLED, AND INSPECTED, AND 2) IS FULLY OPERATIONAL AND UNCONDITIONALLY ACCEPTED.

**(As Stated Above)**

**X**

CLIENT

SIGNATURE

PRINT NAME & TITLE

DATE



CANON FINANCIAL SERVICES, INC. ("CFS")  
Remittance Address: 14904 Collections Center Dr.  
Chicago, Illinois 60693 800-220-0200

## Municipal Fiscal Funding Addendum

CFS' Application Number:	1996122
CFS' Agreement Number:	
Agreement Date:	

### GOVERNMENTAL ENTITY

Complete Legal Name

Warren County School District

("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the agreement (whether designated a lease, rental, master lease, or otherwise, together with any schedules, the "Agreement") until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED	
Canon Financial Services, Inc.	Customer
By _____	By _____
Title _____	Printed Name _____
Date _____	Title _____





1005 W Fayette St, Syracuse NY 13204

# SERVICE AGREEMENT (Imaging and/or Mailing Equipment)

AGREEMENT NO:

## CLIENT ("YOU" or "YOUR")

CLIENT LEGAL NAME: **Warren County School District**

ADDRESS: **6820 Market Street Extension Russell, PA 16345-3406**

## DESCRIPTION OF EQUIPMENT, IMAGE ALLOWANCE AND EXCESS CHARGES

SEE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE <input type="checkbox"/>	CONTACT INFORMATION		MONTHLY IMAGE ALLOWANCE PER MACHINE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
	MAKE, MODEL, SERIAL NUMBER AND/OR EQUIPMENT ID	CONTACT NAME	CONTACT EMAIL	BW	COLOR	BW
Canon imageRUNNER ADVANCE DX 6980i (17)	Jennifer Dilks	dilksj@wcsdpa.org			.0049	
Canon imageRUNNER ADVANCE DX 6855i (4)	Jennifer Dilks	dilksj@wcsdpa.org			.0049	
Canon imageRUNNER ADVANCE DX C5840i (3)	Jennifer Dilks	dilksj@wcsdpa.org			.0049	.045
Canon imageRUNNER Advance DX C3926i (13)	Jennifer Dilks	dilksj@wcsdpa.org			.0049	.045
Canon imageRUNNER ADVANCE DX C5850i (4)	Jennifer Dilks	dilksj@wcsdpa.org			.0049	.045
Canon imageRUNNER ADVANCE DX 529iF (1)	Jennifer Dilks	dilksj@wcsdpa.org			.0049	
Canon imageCLASS X MF1643iF II (2)	Jennifer Dilks	dilksj@wcsdpa.org			.0049	
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)						

**Monthly** BASE PAYMENT AMOUNT: **\$0.00** CONTRACT TERM: **60 Months** METER FREQUENCY: **Monthly**

## PAYMENT AND TERMS

AGREEMENT. This is a non-cancellable agreement. The initial term of this agreement, unless otherwise stated above, is sixty (60) months and will begin on the date of delivery unless otherwise specified. This agreement is subject to renewal upon payment of successive maintenance invoices following the original term. Each renewal period is an additional twelve (12) months and is subject to the terms and conditions of the original term. The Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. Customer agrees to provide thirty (30) day written notice prior to the end of the original term to cancel before renewal. All services to be provided by Usherwood Office Technology are conditional upon you being current with any and all payments due us. If any amount payable to us is more than five days late, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.

IMAGE ALLOWANCE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. Each image shall be considered a single sided page up to 8 1/2" x 14" unless otherwise agreed upon. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. If you are not using a data collection agent or the agent fails to transmit (see below), you agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges may be increased.

MAINTENANCE. We agree to provide at no additional charge to you only on the Equipment: (i) All Usherwood preferred brand supplies, excluding paper and staples, that are warranted based on the volume of impressions being used on the equipment covered under this Agreement; (ii) All parts that have become worn or broken through normal use, as well as those required for periodic manufacturer required maintenance and the labor required to install said parts. Client warrants Equipment not sold but covered under this Agreement is fit for use, does not have any parts that are broken or in need of replacement, and does not have any warnings or errors displayed. Parts that are required due to misuse, accident, abuse, neglect, theft, riot, vandalism, power failure, fire, water, other acts of God, customer's failure to provide and maintain a clean operating environment and/or an operating environment within temperature and humidity specifications, damage caused by service personnel or supplies other than those furnished by us, the labor required to replace these parts stemming from the aforementioned causes as well as all parts and labor required after the expiration of this Agreement will be supplied to the customer at the current retail price for both parts and labor. If we are unable to fix the equipment on site and the machine needs to be removed from location, a service loaner may be provided. In the event a loaner is provided, this loaner equipment will be added to the contract at the current per copy rate of the machine removed. We will make a reasonable effort to provide a service loaner that will perform the functions of the removed equipment. The above listed services, unless otherwise noted, will be provided to you during normal business hours and at a mutually convenient time and as long as your account is in good standing. Normal business hours are defined as 8am-5pm, Monday through Friday, excluding holidays. Unless otherwise agreed upon in writing; postage, mailing and large format equipment contracts do not include any consumables - including but not limited to: ink, toner, labels, paper, sealing liquid, thermal heads, print heads, drums and maintenance kits. Unless otherwise agreed, we may charge a freight surcharge for supply shipments. We agree to provide remote support on issues related to the function and setup of the Equipment pertaining to print, scanning, and network fax capabilities. Support does not extend to the overall capabilities of your network and will be provided as best effort.

DATA COLLECTION AGENT. You agree to install a data collection agent for remote monitoring of network printers, print volume and consumable levels for automatic replenishment on a device on your network, which may be provided by us. We affirm that at no time will we have access to any of your printed content. We agree to use such software only for the purposes required in the course of rendering professional services to you under this Agreement, and, if applicable, the separate Service Level Agreement. All information gathered is considered confidential and will not be shared in any format without written consent. You agree to assist us in the maintaining of the agent throughout this Agreement. If there is an interruption in device and/or agent reporting for any reason, automatic consumable replenishment and automatic meter readings may not occur. In the event of such interruption, regardless of reason, meter readings must be handled manually and are your responsibility.

POSTAGE DEVICES. Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer ("Postage Manufacturer"), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.

DEFAULT AND REMEDIES. You will be in default if (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of the Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves, terminates existence or files bankruptcy, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require you to pay us all past due amounts. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing the Agreement. You also agree to pay interest on all past due amounts, from the due date, at 12% per year. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

LAW/FORUM. You agree that the Agreement and any claim related to the Agreement shall be governed by the internal laws of the state in which our principal place of business is located and any dispute concerning the Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

## CLIENT'S AUTHORIZED SIGNATURE

(As Stated Above)

CLIENT	SIGNATURE	PRINT NAME & TITLE	DATE
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## SERVICE PROVIDER ("WE", "US", "OUR")

Usherwood Office Technology	SIGNATURE	PRINT NAME & TITLE	DATE
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# Maintenance Agreement

## Terms and Conditions Amendment

Agreement#

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Amendment to Agreement # \_\_\_\_\_ ("the Agreement"), between **Usherwood Office Technology** ("Usherwood") as Service Provider and **Warren County School District** ("Client") as Client. The words we, us, and our refer to Usherwood.

The parties wish to amend the above referenced Agreement as follows:

**Image Allowance Charges and Overages, Line 6-7:** Amending term to read as follows, "After the end of the sixty (60) month term of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and any applicable Excess Per Charges may be increased."

### ACCEPTANCE OF AMENDMENT

By signing this Amendment, Client acknowledges the above changes to the Agreement and authorizes Usherwood to make such changes. In the event of any conflict between this Amendment and the Agreement, this Amendment shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Client.

Warren County School District

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Authorized Signature

Title

Date

**Usherwood Office Technology**

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Authorized Signature

Title

Date