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To: Warren County School District

The following are terms that Usherwood Office Technology will extend to Warren County School District upon execution of a new lease agreement to replace current (28) Ricoh devices with a combination of new and certified pre-owned (CPO) Canon devices.

1. Usherwood will provide a check to Warren County School District to be utilized to pay off the remaining payments owed on the current lease for the existing Ricoh devices. The payment will cover the remaining 24 payments on this agreement as of September 1, 2016. The payment will not exceed \$118,310.88 (equal to 24 payments).
2. Usherwood will ship back the current Ricoh devices, at no charge, to the proper leasing company destination. Warren County School District will need to provide Usherwood with shipping instructions from the current leasing entity. If desired Usherwood will remove and store the Ricoh devices until those instructions are received (not to exceed the natural end date of the existing lease)
3. Warren County School District is required to submit a "Letter of Intent" to the current leasing entity in the proper timeline required within your current lease agreement. Usherwood will be glad to assist with the creation of the document for you.
4. Usherwood will coordinate with Warren County School District convenient installation and training dates in August for the new Canon devices.
5. Usherwood will provide a "replacement guarantee" for all Canon CPO devices placed within the district.
 - a. Replacement Guarantee Definition: If a device experiences (3) service calls in a month and this occurs for (3) consecutive months the CPO device will be replaced.
 - b. Common Sense Clause: If you are having consistent issues with a CPO device please share your concerns with Usherwood and if we cannot fix to your satisfaction we will replace it.

Warren County School District Representative

Title

Usherwood Representative

Title

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