



**Usherwood**  
OFFICE TECHNOLOGY

Rep: Terry Norris SO#: \_\_\_\_\_

Date: 5/2/2016

## Sales Agreement

Corporate Headquarters  
1005 W Fayette Street  
Syracuse, NY 13204

### Client Information

CLIENT NAME:  
Warren County School District

CLIENT STREET ADDRESS:  
6820 Market Street

CITY:  
Russell

STATE:  
PA

CLIENT ZIP:  
16345

PHONE:  
814-723-6900

BILL TO NAME: (if different from above)

BILL TO STREET ADDRESS:

BILL TO CITY:

BILL TO STATE:

BILL TO ZIP:

BILLING EMAIL:

DELIVERY DATE:

Early August

DELIVERY CONTACT NAME:

Brian Collopy

DELIVERY CONTACT EMAIL:

collopyb@wcsdpa.org

DELIVERY PHONE:

814-723-6900

### Equipment Information

Qty	Item #	Item Description	Unit Price	Extended Price	
5	0192C002AA	8505i main engine		\$ -	
5	0197C001AA	8505i speed license		\$ -	
5	0162C002AA	paper deck unit - E1		\$ -	
5	0099C002AA	staple finisher - X1		\$ -	
5	2895B002AA	puncher unit - BF1		\$ -	
1	5559B003AA	Canon C5250		\$ -	
1	5587B002AA	staple finisher - J1		\$ -	
1	3660B006AA	external 2/3 hole puncher - B2		\$ -	
3	0293C002AA	Canon 6575i		\$ -	
3	0124C001AA	staple finisher - V1		\$ -	
3	0126C001AA	2/3 hole puncher unit - A1		\$ -	
			Sub Total	\$ -	
PURCHASE ORDER:	TAX STATUS:	<input checked="" type="checkbox"/> See Lease Agreement <input checked="" type="checkbox"/> See Schedule A	Sales Tax	0%	\$ -
			Total		\$ -

Notes:

### Connectivity

CONNECTIVITY REQUIREMENTS Remote

IT CONTACT NAME:  
Brian Collopy

IT CONTACT PHONE:  
814-723-6900 x.1220

IT CONTACT EMAIL:  
collopyb@wcsdpa.org

Connectivity Notes:

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

*Equipment Schedule A*

<i>Qty</i>	<i>Item #</i>	<i>Item Description</i>	<i>Location</i>	<i>Meter Contact Name</i>	<i>Meter Contact Email</i>
6	8116B048AA	Varioprint DP main engine			
6	6071B018AA	DP line 110 Base licence			
6	8117B018AA	external paper input module C1			
6	5735B006AA	saddle finisher AF2			
6	5738B002AA	puncher unit BS1			
6	5870B001AA	color scan to file/email C1			
6	5871B001AA	remote user interface C1			
6	5868B001AA	Doc box C1			
6	8117B025AA	POC Kit A1			
9	CPO	Canon C5030			
9	CPO	cabinet			
9	CPO	finisher			
9	CPO	fax			
3	CPO	Canon 1025iF			
3	CPO	cabinet			
2	CPO	Canon 4025			
2	CPO	Document feeder			
2	CPO	cabinet			



## MASTER AGREEMENT

Usherwood Office Technology  
1005 W Fayette St., Syracuse NY 13204-2860

MASTER AGREEMENT NO.:

### CUSTOMER ("you" or "your")

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

FEDERAL TAX ID#: **76-62830-7**

ADDRESS: **6820 Market Street Russell, PA, 16345**

### 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 Customer 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 referenced on an individual Schedule.

### ADDITIONAL TERMS AND CONDITIONS

**1. AGREEMENT.** You want us to 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 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 reasonable fee to cover origination and investigation costs. 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. 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. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. **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.**

### CUSTOMER'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.

Warren County School District

X

CUSTOMER

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. In no event will we be liable for any consequential or indirect damages.

**9. INSURANCE.** You agree to maintain comprehensive 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 for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 but no more than 120 days prior to the End Date, 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 original of the Agreement shall be that copy of the applicable Schedule which bears your facsimile or original signature, and which bears our original signature. 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, 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.



**SCHEDULE TO MASTER AGREEMENT  
(Straight Lease)**

Usherwood Office Technology  
1005 W Fayette St., Syracuse NY 13204-2860

MASTER AGREEMENT NO.

APPLICATION NO.

AGREEMENT/SCHEDULE NO.

**CUSTOMER ("YOU" or "YOUR")**

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

ADDRESS: **6820 Market Street Russell, PA, 16345**

**MASTER AGREEMENT**

REFERS TO THE AGREEMENT BETWEEN CUSTOMER 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


EQUIPMENT LOCATION:

**PAYMENT TERMS UNDER THIS SCHEDULE ONLY**

TERM IN MONTHS: **60** MONTHLY PAYMENT AMOUNT: \$ **\$7,890.00** (PLUS TAX)

PURCHASE OPTION: ☒ FAIR MARKET VALUE ☐ \$1.00 (PURCHASE OPTION WILL BE FAIR MARKET VALUE IF NO BOX IS CHECKED)

**AGREEMENT**

This Schedule to Master Agreement ("Schedule"), together with the preprinted terms of the Master Agreement (as amended), constitutes an agreement between Customer and Owner with respect to the equipment referenced herein (or on the attached Equipment or Group Billing Schedule) (excluding equipment marked as not financed under this Schedule), separate and distinct from any other Schedule to Master Agreement entered into between Customer and Owner pursuant to the Master Agreement. Customer 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 original of this Schedule shall be that copy which bears a facsimile or original of your signature and which bears our original signature. 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.

**CUSTOMER'S AUTHORIZED SIGNATURE**

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

**Warren County School District**

**X**

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

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

**Usherwood Office Technology**

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

**CERTIFICATE OF DELIVERY AND ACCEPTANCE**

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

**X**

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

x.024031-UP02Straight\_0216



EQUIPMENT SCHEDULE

AGREEMENT NO.:

DESCRIPTION OF EQUIPMENT	
MAKE, MODEL NUMBER & INCLUDED ACCESSORIES	SERIAL NUMBER
Canon IR8505i,Finisher X1,Punch BF1, Paper Deck E1	
Canon IR8505i,Finisher X1,Punch BF1, Paper Deck E1	
Canon IR8505i,Finisher X1,Punch BF1, Paper Deck E1	
Canon IR8505i,Finisher X1,Punch BF1, Paper Deck E1	
Canon IR8505i,Finisher X1,Punch BF1, Paper Deck E1	
Canon 1025iF, Cabinet	
Canon 1025iF, Cabinet	
Canon 1025iF, Cabinet	
Canon IR4025, DADF, Cabinet	
Canon IR4025, DADF, Cabinet	
Canon IRC5030,Cabinet, Finisher, Fax	
Canon IRC5030,Cabinet, Finisher, Fax	
Canon IRC5030,Cabinet, Finisher, Fax	
Canon IRC5030,Cabinet, Finisher, Fax	
Canon IRC5030,Cabinet, Finisher, Fax	
Canon IRC5030,Cabinet, Finisher, Fax	
Canon IRC5030,Cabinet, Finisher, Fax	
Canon IRC5030,Cabinet, Finisher, Fax	
Canon IRC5030,Cabinet, Finisher, Fax	
Canon IRC5030,Cabinet, Finisher, Fax	
Canon VarioPrint DP110,External paper Input C1, Saddle Finisher AF2, Punch BS1, Color Scan C1, Remote User Interface C1, Doc Box C1, POC Kit A1	
Canon VarioPrint DP110,External paper Input C1, Saddle Finisher AF2, Punch BS1, Color Scan C1, Remote User Interface C1, Doc Box C1, POC Kit A1	
Canon VarioPrint DP110,External paper Input C1, Saddle Finisher AF2, Punch BS1, Color Scan C1, Remote User Interface C1, Doc Box C1, POC Kit A1	
Canon VarioPrint DP110,External paper Input C1, Saddle Finisher AF2, Punch BS1, Color Scan C1, Remote User Interface C1, Doc Box C1, POC Kit A1	
Canon VarioPrint DP110,External paper Input C1, Saddle Finisher AF2, Punch BS1, Color Scan C1, Remote User Interface C1, Doc Box C1, POC Kit A1	
Canon VarioPrint DP110,External paper Input C1, Saddle Finisher AF2, Punch BS1, Color Scan C1, Remote User Interface C1, Doc Box C1, POC Kit A1	
Canon IR 6575i, Finisher V1, Punch A1	
Canon IR 6575i, Finisher V1, Punch A1	
Canon IR 6575i, Finisher V1, Punch A1	
Canon IRC5250, Finisher J1, Punch B2	
VERIFICATION	

The undersigned hereby verifies that the information on this Schedule is complete and correct. The undersigned also acknowledges having received a copy of this Schedule.

Warren County School District	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE



**Usherwood**  
OFFICE TECHNOLOGY

## Maintenance Agreement

Date: 5/2/2016

Corporate Headquarters  
1005 W Fayette Street  
Syracuse, NY 13204

### Client Information

CLIENT NAME:

Warren County School District

CLIENT STREET ADDRESS:

6820 Market Street

CITY:

Russell

STATE:

PA

ZIP:

16345

PHONE:

814-723-6900

BILL TO NAME: (if different from above)

BILL TO STREET ADDRESS:

CITY:

STATE:

ZIP:

BILLING EMAIL:

### Equipment Information

Make	Model	Location	Contact Name	Meter Contact Email

☒ See Schedule A

### Contract & Payment Information

Contract Type:

CPC

SMP - Supplies & Maintenance Plan

Monthly

\*plus applicable taxes & additional fees

Monochrome Impressions Included

0

Monthly

Monochrome Overage Rate

See Schedule A

Color Impressions Included

NA

Monthly

Color Overage Rate

See Schedule A

Overages Reconciled:

Monthly

### connectIT Support Option



YES! WE ARE EXCITED ABOUT THIS NEW COVERAGE!  
Please add \$7.95 per MFP and \$3.95 per printer\*



NO THANKS. WE DECLINE THE COVERAGE AND UNDERSTAND THAT ISSUES  
RELATED TO NETWORK FUNCTIONALITY, PRINTING, SCANNING AND FAXING AS WELL  
AS SUPPLY FREIGHT AND TRAINING WILL BE BILLABLE.

\*Subject to the terms and conditions outlined in § 8 below.

Notes:

By signing below, you agree to the terms and conditions set forth in this agreement, both page one and two.

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

- 1.) Language of the Agreement: The words "customer," "you," and "your" refer to the customer set forth in the attached Agreement (collectively with the terms and conditions set forth on this page, the "Agreement") while the words "we," "us" and "our" refer to Usherwood Office Technology.
- 2.) The 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. 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.
- 3.) Coverage: Coverage is based on the contract type listed on page one of this agreement. We agree to provide at no additional charge to you, to the extent of the coverage outlined and only on equipment specified on page one of this Agreement. SMP – Supplies & Maintenance Plan contracts cover the following: (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. 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. For a list of scheduled holidays where our office will not be open, please contact our office via telephone during normal business hours. SMP+ - Supplies & Maintenance Plan includes all items from SMP – Supplies & Maintenance plan plus the inclusion of staples. Parts and Labor Only contracts, listed on page one of this agreement, exclude the items in §3 (i) of this agreement but include the items in §3 (ii) listed above. WF – Wide Format Agreement excludes items outlined §3 (i) but includes §3 (ii) of this agreement
- 4.) Non-covered Items: Service calls to deliver supplies for down equipment will not be covered and will be provided, if available, for a charge at the hourly labor rate with a one-hour minimum. After the first hour, time will be billed in quarter hour increments. This agreement also does not cover: (a) preparation for relocation, transportation and re-installation of equipment; (b) installation or removal of accessories or attachments; (c) installation of any consumable item including, but not limited to: toner, paper, staples, or any other consumable item referred to in the user's manual of the equipment. We are not liable for any loss or corruption of information nor are we liable for loss resulting from down time; (d) call for network related issues such as drivers and scanning.
- 5.) Payment, Taxes and Fees: You agree to pay us the total amount invoiced by the date that it becomes due. The total minimum payment is due to us regardless of whether the minimum allowed copies were met or exceeded. Copies allowed in a said period may not be rolled over to any other period. Copies not used will also not be credited back. Overage amounts are due as invoiced by us. We reserve the right to increase the base portion of this Agreement, as well as the overage per copy charge, without notice to you on an annual basis. We also reserve the right to adjust your payment up or down at any time to comply with the tax laws in the jurisdictions where this Agreement is in effect. We reserve the right to review the allowed copy volumes and alter them on an annual basis to reflect actual usage. Unless otherwise stated or agreed upon in writing, you agree that the maintenance portion of this Agreement will not fall below \$25 per month or \$300 per year. You will provide us with correct and accurate meter readings as they are required. You agree that we may estimate any and all meter readings if an accurate reading is not provided by the date that it is required. Unless otherwise stated in this Agreement, single copy charges will apply to paper sizes up to 8 ½ x 14 inches. Any paper size larger than this will be counted as two copies. If any payment is not received on time, you agree to pay a late fee of 15% of the total payment due or \$15.00, whichever is greater. If 15% exceeds the maximum late fee allowed by law, the late fee will be the maximum allowed under the applicable law. If for any reason your check is returned to us, you agree to pay us a returned check fee of \$35 per incident. We reserve the right to add a fuel surcharge to any/or all invoices to cover fuel costs associated with travel to and/or from equipment location. You agree to pay freight charges for supplies and/or parts shipped to you during this agreement.
- 6.) Default & Termination: We reserve the right to cancel this agreement with 15- days written notice if you do not maintain an account in good standing (all invoices within 30 days from invoice) or if manufacturer announces that any product will no longer be supported with parts and/or supplies. This agreement is non-cancellable. In the event of early termination, a termination fee equaling the remaining committed payments due under this agreement. In the event that no base charge exists, the termination fee will be equal to the sum of all devices 12-month average volume times the current effective rate and multiplied by remaining months.
- 7.) Jurisdiction and Jury Waiver: This Agreement may only be modified by written Agreement and not by course of performance. This Agreement was drafted and will be governed by the laws of the State of New York. You consent to exclusive jurisdiction of the State or Federal Courts situated in the State of New York, County of Onondaga and waive right to the defense of inconvenient forum. For any and all actions arising from this Agreement, you and we waive any and all right to trial by jury.
- 8.) connectIT entitles you access to the Usherwood Technical Assistance Center (hereafter referred to as the "TAC") for issues related to the function and setup of all covered devices pertaining to print, scan to PC, scan to FTP, scan to email, and network fax capabilities. Although there is not a limit to the number of service calls that can be made to the TAC, the service rendered is for support of print, scan, and network fax problems and does not extend to the overall capabilities of your network. If the problem extends to the overall function of servers, workstations, switches, hub, routers or the like, then recommendations will be made by the staff at the TAC, but repairs regarding these functions are excluded from this contract. You understand that Usherwood is not responsible for the data contained on your company's servers, workstations, and network peripherals and hereby discharge Usherwood of any responsibility for any damages that may occur as a result of loss of data downtime. You hereby agree to allow Usherwood employees access to your network including servers and workstations as required. We will initiate remote connections to allow diagnostic and repair services to be rendered in order to perform related services. In addition, freight on supply orders is free with enrollment.





## *Service Schedule A*

<i>Eq ID</i>	<i>Make/Model</i>	<i>Serial Number</i>	<i>B\W Meter</i>	<i>Color Meter</i>	<i>Meter Contact Name</i>	<i>Meter Contact Email</i>
	Canon DP110		0.0031			
	Canon 6575i		0.0048			
	Canon 1025iF		0.0126			
	Canon 4025		0.0113			
	Canon C5250		0.0078	0.054		
	Canon C5030		0.0087	0.055		
	Canon IR8505i		0.0039			



Date: 5/2/2016

Corporate Headquarters  
1005 W Fayette Street  
Syracuse, NY 13204

## Odyssey Tracker Consent

### Client Information

CLIENT NAME:

Warren County School District

CLIENT STREET ADDRESS:

6820 Market Street

CITY:

Russell

STATE:

PA

ZIP:

16345

PHONE:

814-723-6900

Key Contact Name:

Brian Collopy

Key Contact Phone Number:

814-723-6903

Key Contact Email:

[collopyb@wcsdpa.org](mailto:collopyb@wcsdpa.org)

IT Contact Name:

Brian Collopy

IT Contact Phone Number:

814-723-6903

IT Contact Email:

collopyb@wcsdpa.org

### Agent Monitoring Agreement

This Agreement is made as of the date below by and between Usherwood Office Technology (Hereinafter referred to as "Service Provider") and the Client listed above (Hereinafter referred to as "Client").

- 1) This agreement is for the period to commence on the below date, or as close to as possible. This agreement shall remain in effect unless cancelled by 30 day notice given by either party. This agreement will be considered as separate from any and all other agreements between Service Provider and Client.
- 2) The purpose of this Agreement is to document Client's consent granted to Service Provider to perform the installation of Agent Management software for monitoring of print equipment. Service Provider agrees to provide analysis related to the Client's printing network; including network printers and other network devices.
- 3) Client grants to Service Provider the right to install Agent Management software on Client's server(s) for the purpose of remote monitoring of network printing and/or functionality. Client will be granted complete control of agent user interface to allow or prevent device scanning functionality.
  - a. Client acknowledges that such software may include functionality that will allow Service Provider the opportunity to remotely monitor print volume and other technical data related to Client's printing. We affirm that at no time will we have access to any of Client's printing content. Service Provider agrees that it will use such software only for the purposes required in the course of Service Provider rendering professional services to Client. All information gathered is considered confidential and will not be shared in any format without written consent.
  - b. Client acknowledges that said software shall reside on their servers and network. It is the responsibility of the client to maintain the subnets to be scanned by agent and agrees to assist Service Provider in maintenance of the agent.
  - c. Notwithstanding any other provision herein, Client agrees to hold harmless Service Provider from any and all claims and/or damages that may result in the course of Service Provider's services rendered under the terms of this Agreement.

**Management Type:** Full Management

*Meters Only provides automatic meter readings. Full Management includes meter automation plus automatic toner replenishment and device monitoring.*

Notes:

*By signing below, you agree to the terms and conditions set forth in this agreement.*

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

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