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# **SALES AGREEMENT**

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1005 \	N Fayette St, Syracuse NY	3204							
CL	ENT INFORMATION								
CLIEN	NT LEGAL NAMÉ:			(	CLIENT STRE	ET ADDRESS:			
	Warren County Sc			·-		6820 Ma	rket St.		
CITY:			STATE:	ZIP:		PHONE:	044 700 0	000	
DIL C	Russell		PA PA	16345-340		ET ADDRESS:	814-723-6	903	
BILL	ΓΟ NAME: (if different from	above)			SILL TO STRE	ET ADDRESS:			
BILL	TO CITY:		BILL TO STATE:	BILL TO ZIP:		BILLING EMAIL:			
DELI	/ERY DATE:	DELIVERY CONTACT		DELIVERY CO				ERY PHONE	
	ASAP	Mat Smith	h	smit	hm@wcsdpa.d	org	8	314-723-69	900
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СО	NNECTIVITY								
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		CONNECTIVITY			Temole				
IT	CONTACT NAME:			ACT PHONE:		IT CONTACT E		dna ora	
	Matt Smith		014-	723-6900		Smitt	m@wcs	upa.org	
CON	NECTIVITY NOTES:								
SIGN	<mark>ATURE:</mark>		PRINT & TITLE:				DATE:		



## **Schedule to Master Agreement**

(Straight Lease)

•	
erwood	MASTER AGREEMENT
TECHNOLOGY	

APPLICATION NO.

AGREEMENT/SCHEDULE NO.

1005 W Fayette St, Syracuse N	/ 13204				
CLIENT ("YOU" or "YOUR")					
FULL LEGAL NAME: Warren	County School District				
ADDRESS: 6820 Market St., R	ussell, PA 16345-3406				
MASTER AGREEMENT					
REFERS TO THE AGREEMENT BETWE	EN CLIENT AND OWNER IDENTIF	TED IN OWNER'S RECOR	DS BY THE MASTER AGREEMEN	T NO. ABOVE.	
DESCRIPTION OF EQUIPMENT					
MAKE, MODEL NUMBER, INCLUDED ACCE	SSORIES & SERIAL NO			SEE ATTACHED EQUI	PMENT SCHEDULE
Canon imagePROGRAF TX - 3					
	ted Above)				
PAYMENT TERMS UNDER THIS					
TERM IN MONTHS:	48	MONTHLY	BASE PAYMENT AMOUNT: \$	\$ 207.2	25 (PLUS TAX)
AGREEMENT					
					F1
This Schedule to Master Agreement Client and Owner with respect to the Master Agreement entered into betwincludes the preprinted terms of the Master Agreement. The parties agree the original of this Schedule for enfoi bearing (i) the original copy of either manual signature. You agree not to documents by electronic or digital manything to the contrary herein, we Schedule conflicts with a provision acceptance.  CLIENT'S AUTHORIZED SIGNAT	e equipment referenced herein veen Client and Owner pursuar Master Agreement (as amende that: (i) this Schedule and any rement and perfection purpose your manual signature or an eraise as a defense to the enforceans or that you used facsimile reserve the right to require your the Master Agreement, the	(or on the attached Equality to the Master Agreemed), and agrees this Sofar related documents heres, and the sole "record electronically applied increment of this Schedule or other electronic mediu to sign this Schedule provision in this Schedule	ripment Schedule), separate an ent, Client agrees to be bound thedule shall constitute an "Agreto may be authenticated by ele" constituting "chattel paper" unlication of your intent to enter it is or any related documents that ans to transmit your signature or any related documents her ute shall control. This Schedule	and distinct from any or by the terms of this reement" as such tendectronic means. The part of this Schedule, and tyou executed or au on such documents, eto manually. If any e shall commence on	ther Schedule to Schedule, which in is used in the parties agree that aper copy hereo d (ii) our origina athenticated such Notwithstanding provision in this
ONCE YOU SIGN THIS SCHEDULE A	ND OWNER ACCEPTS IT, THIS	SCHEDULE WILL BE N	ON-CANCELABLE FOR THE FU	JLL TERM.	
(As Stated Above)		IATURE	PRINT NAME & TITLI	F	DATE
	3101	THE STATE OF THE S	I MINI NAME OF THE		JATE
OWNER ("WE", "US", "OUR")					
Usherwood Office Technology		LATING.	DOINT NAME O TITLE		2475
OWNER CERTIFICATE OF DELIVERY AN		ATURE	PRINT NAME & TITLI	=	DATE
GENTIFICATE OF DELIVERY AN	DAGGEFTANGE				
The Client hereby certifies that all the	Equipment: 1) has been receiv	ed, installed, and inspe	cted, and 2) is fully operational	and unconditionally ac	ccepted.
(As Stated Above)	x				
CLIENT		IATURE	PRINT NAME & TITLI	 E	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:
CFS' Agreement Number:
Agreement Date:

#### **GOVERNMENTAL ENTITY**

Compl	ete I	enal	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				
Ву	By				
Title	Printed Name				
Date	Title				



### SERVICE AGREEMENT

(Parts & Labor Only)

AGREEMENT NO.

CLIENT ("YOU" or "YOU	JR")			
CLIENT LEGAL NAME:	Warren County School Di	strict		
ADDRESS:	6820 Market St., Russell,	PA 16345-3406		
DESCRIPTION OF EC	QUIPMENT AND PAYMENT			
SEE ATTACHED EQUIP	MENT OR GROUP BILLING SCHEDULE			
			CONTACT INFORMATION	
MAKE, MODEL, SERIA	L NUMBER AND/OR EQUIPMENT ID	CONTACT NAME	CONTACT EMAIL	CONTACT PHONE
Canon imagePROG	RAF TX - 3100	Tammy Swanson	swansontr@wcsdpa.org	814-723-1260
Service is Included in	the Lease		i.	
MONHTLY	BASE PAYMENT AMOUNT: \$	\$ :=:	CONTRACT TERM:	48 Months

#### **TERMS AND CONDITIONS**

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. You agree to pay the Base Payment Amount listed above. 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 may be increased. 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 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.

MAINTENANCE. We agree to provide at no additional charge to you only on the Equipment: (i) 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 rates 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. This contract does not include any consumables - including but not limited to: ink, toner, labels, paper, sealing liquid, thermal heads, grint heads, drums and maintenance kits. Unless otherwise agreed, we may charge a freight surcharge for supply shipments. We agree to provide remote support o

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)	X				
CLIENT	SIGNATURE	PRINT NAME & TITLE	DATE		
SERVICE PROVIDER ("WE",	"US", "OUR")				
Usherwood Office Technol	ogy				
SERVICE PROVIDER	SIGNATURE	PRINT NAME & TITLE	DATE		