



# Equipment/Service and Supply Contract

No. Coterm - 2773726

**SOLD TO:**

Mountain Home SD #193  
 CUSTOMER NAME  
470 N. 3rd Street  
 BILLING ADDRESS  
Mountain Home, ID. 83647  
 CITY STATE ZIP  
( 208 ) 587-2580  
 TELEPHONE  
Matt Adams (Director of IT)  
 ATTENTION

**SHIP TO:**

Hacker Middle School (Print Shop)  
 CUSTOMER NAME  
550 E. Jackson Street  
 SHIPPING ADDRESS  
Mountain Home, ID. 83647  
 CITY STATE ZIP  
( 208 ) 587-2559  
 TELEPHONE  
Joyce Wright (Production Operator)  
 KEY OPERATOR

ORDER DATE		PO#		ORDERED BY		SOLD BY		
4/28/2021		Printshop April Coterm		Mountain Home SD #193		R.Weiss & M. Rich		
QTY	ITEM	TYPE	DESCRIPTION			UNIT PRICE	TOTAL	
1	Shrp	New	2021 Sharp MX-M1205 w/GBC Punch & BLM50 Plock					
1	Shrp	New	2021 Sharp MX-M6071 w/External Staple Finisher/Punch					
1	Pprot	Sftwr	Papercut Print Shop Job Ticketing Automated Software					
			** POA will assist the school district w/written documents in canceling VOS service & Great America lease w/ LOI.					
			** This is a Coterm lease. All machines will end at the same time. POA will pay the existing Great America VOS lease stream of payments from 7/2021 - 5/2023. At the end of the current coterm lease, POA will buyout the new 2021 Sharp MX-M1205 to replace the backup Sharp MX-M1204.					
Minimum Monthly Payment (plus applicable taxes) \$2,889.00						Term <u>52</u> ** Months	Device Management	Included
Service/Supply Agreement		Monthly Base Images	Monthly Base Charges	Overages	Overages Billing Cycle	Term of Contract	Automated Meter Reading	Included
BW Images		Per Click	.00225	.00225	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	<input type="checkbox"/> 60 months <input type="checkbox"/> 48 months <input type="checkbox"/> 39 months <input type="checkbox"/> 36 months <input checked="" type="checkbox"/> Other <u>52</u>	Auto Toner Replenishment	Included
							Advanced Scanning	Included
							Security	Included
							MFP Network Support	Included
						Power Filter	Included	
CONDITIONS OF SALE, CONTINGENCIES OR COMMENTS							Delivery	Included
All parts, service, labor, supplies and toner included.								
All delivery, setup, installation, networking and SHARP Production Training w/ Terry Orr included. ((( POA to install equipment end of June 2021 )))								
All Papercut Print Shop Job Ticketing Software implementation and Training w/ Damon Webb included.								
							Subtotal	
							Sales Tax	
							Total	

By signing this Contract, Customer acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an integral part of this Contract; (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire Agreement between Customer and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

Customer Authorization  
  
 SIGNATURE  
x Director of Technology  
 TITLE  
 DATE x 4/28/2021

Approved by Pacific Office Automation  
 BY \_\_\_\_\_  
 TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_

### SERVICE/SUPPLY AGREEMENT TERMS AND CONDITIONS

As consideration for Customer's payment as set forth on the front of the Contract, Pacific Office Automation ("POA") agrees to provide the listed supplies, parts and labor service for the covered equipment pursuant to the terms and conditions contained herein.

- Replacement of all parts found defective or worn as a result of normal equipment use.
- Labor to repair and properly maintain the equipment.
- All preventative maintenance done at intervals specified by the manufacturer.
- Loaner equipment in the event the equipment requires shop work to repair.
- Replacement of photoconductors and heater rollers found defective or worn as a result of normal use.
- Replacement of black and color toner, black developer, brushes, and filters.
- Factory recommended retrofits and improvements in the equipment.

If color toner is included in the Service/Supply Agreement, the color toner will be supplied within the cost per copy charge based upon the standard manufacturer's yield. Excess toner will be billed at standard manufacturer's retail price. Not included in the Service/Supply Agreement are paper, staples, and network support. Service calls by POA covered under the Service/Supply Agreement will only be made during the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. Service billed at any other time will be billed at standard overtime rates. For products or services acquired hereunder, the terms of payment are net ten (10) days.

Customer agrees to pay POA the base and overage charges agreed to on the front of the Contract and agrees that excess images over the allotted base amount during the billing cycle will be billed to Customer at the agreed to rate for overages. If not noted, overages will be charged at POA's book rates. If the Service/Supply Agreement combines two or more pieces of equipment of different operating costs, POA reserves the right to adjust image allocation and pricing to fairly reflect actual usage should the actual usage rate of the equipment vary by more than 10% from the expected usage rates. Customer agrees that POA may increase the per image charge each year during any term of the Service/Supply Agreement by an amount not to exceed 10% of such charge. Service may include reasonable use of Customer's image allotments and materials. Customer's failure to abide by all payment obligations may result in termination of service.

This Service/Supply Agreement shall continue for the term stated on the front of the Contract. The Service/Supply Agreement shall automatically renew for successive one (1) year terms, unless either party provides written notice to the other party of their intent to terminate prior to thirty (30) days before the expiration of the original term or any subsequent renewal term.

### GUARANTEES

POA extends to Customer the following express limited guarantees under the Service/Supply Agreement.

- 1. STANDARD LIMITED WARRANTY:** POA warrants equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables, including, but not limited to photo conductors, heater rollers, fuser, cleaning kits, toner, developer, or paper. For purposes of this paragraph, New equipment shall be defined as equipment with usage up to 5,000 copies. Used equipment will receive a 30-day warranty.
- 2. LIFETIME POWER PROTECTION GUARANTEE:** If a POA Power Filter is included in the Service/Supply Agreement, repairs of damage to covered equipment caused by power surges and/or lightning will be covered.
- 3. RESPONSE TIME WARRANTY:** POA guarantees four New hour average response time for emergency services for equipment that is within fifty miles of POA branch offices. If POA does not perform guaranteed response time for a period of one year, upon written request, Customer will receive a 5% credit towards Customer's next service or supply purchase from POA.
- 4. UPGRADE, TRADE-IN LIMITED GUARANTEE:** For all New equipment purchased hereunder continuously covered under a POA Service/Supply Agreement, POA will guarantee a trade-in value on New equipment sold by POA up to 90% during the first 36 months after acquisition and a minimum guaranteed trade-in value of 10% thereafter.

### GENERAL TERMS & CONDITIONS

(1) Unless provided, the terms of sale are ten (10) days net. POA agrees to provide reasonable assistance to Customer in its efforts to finance the purchase or lease of the equipment and/or Service/Supply Agreement; however, Customer understands and acknowledges such financing cannot be guaranteed by POA. Customer shall be ultimately responsible for payment of the purchase price of equipment sold or leased. If not provided, the purchase price is the Manufacturer's Suggested Retail Price of the equipment and/or solutions plus the cost of any lease buyouts, delivery charges, installation charges, and the total Service/Supply Agreement.

(2) If customer defaults in the payment of the purchase price or any other obligation as provided herein, Customer agrees to pay to POA a service charge of 1.5% per month and all of POA's related attorney's fees and collection costs, even if no suit or action is filed. This Contract shall be governed by the internal laws of the State of Oregon. Customer hereby submits and consents to jurisdiction and venue in Multnomah County, Oregon.

(3) The sales price herein includes the initial installation of the manufacturer's software onto Customer's computers. Prior to such installation, Customer shall perform and complete a system backup. POA shall not be liable for loss or damage of any kind to data or equipment as a result of the installation of the manufacturer's software. Customer shall be solely responsible for the cost of any cables or additional hardware required to connect equipment to a network. POA shall not be responsible for any updates or problems arising after the initial installation due to a change in the Customer's computers and/or Network.

(4) POA MFP Network Service solely provides coverage for services related to the connectivity between the covered equipment and the Customer's Network. MFP Network Service does not provide coverage for services for the Customer's Network itself.

(5) **DISCLAIMER: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, POA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EQUIPMENT IS SUBJECT TO A MANUFACTURER'S WARRANTY. UNDER NO CIRCUMSTANCES WILL POA BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

(6) Customer shall make arrangements to protect or remove sensitive and private data that may become stored on Customer's equipment. While POA may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. POA is not recommending any particular option, and POA is not liable for damages arising from Customer's failure to fully remove and protect its data. Please note that regardless of which standard Customer chooses, Customer must return leased equipment in full working order at the end of any lease term.



**PACIFIC OFFICE  
AUTOMATION**

*The Northwest's own, the nationally recognized copier company*

Lease Schedule No. \_\_\_\_\_ Coterm - 2773726

Master Agreement No. \_\_\_\_\_ Coterm - 2773726

EQUIPMENT		
Equipment MFG Model & Description	Serial Number	Accessories
Sharp MX-M1205/BLM50 Plockmatic/GBC Punch	_____	_____
Sharp MX-M6071/External Finisher Punch Unit	_____	_____
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		

Billing Address: 470 N. 3rd Street, Mountain Home, ID. 83647  
 Equipment Location: 550 E. Jackson Street, Mountain Home, ID. 83647

SUPPLIER		
<u>Pacific Office Automation, Inc.</u>		
Name		
<u>9941 W. Emerald Street</u>		
Address		
<u>Boise,</u>	<u>ID.</u>	<u>83704</u>
City	State	Zip

PURCHASE OPTION AT END OF TERM	TRANSACTION TERMS
<input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00* *Lease Rate % _____ % (Must complete for AR, GA, MD, NH, NJ, NM, TX, WI)  *Lease Rate Factor _____ (Must complete for all other states)  *(required only for \$1.00 Purchase Option)	Lease Payment: <u>\$2,889.00</u> (plus applicable taxes) Term: <u>52</u> (months) Billing Period: Monthly The following additional payments are due on the date this Lease is signed by you: Advance Payment: <u>\$n/a</u> (Plus Applicable Taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: <u>\$75.00</u> (included on first invoice)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement.

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THE LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE MASTER AGREEMENT ARE HEREBY INCORPORATED INTO THIS SCHEDULE. BY SIGNING THIS SCHEDULE, YOU AGREE TO THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSOR ("We", "Us")	LESSEE ("You")
<u>Pacific Office Automation, Inc.</u>	<u>Mountain Home School District #193</u>
By: X _____	(Lessee Full Legal Name)
Name _____	By: X <u>Matthew Adams</u>
Title _____	x <u>Director of Technology</u>
Date _____	Name _____
	x <u>4/28/2021</u>
	Title _____
	x <u>82-6000742</u>
	Date _____
	Federal Tax ID _____