



EQUIPMENT FINANCE

# LESSEE'S GENERAL AND INCUMBENCY CERTIFICATE

## AGREEMENT #

### GENERAL CERTIFICATE

Re: Lease Agreement # , between Stillwater School District NO. 1-16 , as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease Agreement (the "Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the state where Lessee is located.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default or a nonappropriation event exists at the date hereof with respect to this Agreement.
4. The acquisition of all of the Equipment under the Agreement has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X [Redacted Signature]

Lessee

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

### INCUMBENCY CERTIFICATE

Re: Lease Agreement # , between Stillwater School District NO. 1-16, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above)as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement was approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF -PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
		X [Redacted Signature]

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X [Redacted Signature]

Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



State & Local Government
Lease Agreement

APPLICATION NO.

AGREEMENT NO.

EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

SUPPLIER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, and FAX.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES and SERIAL NO.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

See attached Schedule A

TERM AND PAYMENT INFORMATION

60 Payments\* of \$ 5005.50

If you are exempt from sales tax, attach your certificate.

\*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default, non-appropriation or nonrenewal under this Agreement, as applicable, has occurred and is continuing.

- Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.
Purchase all of the Equipment for \$1.00.

Customer's Initials
Customer's Initials

LESSOR ACCEPTANCE

Signature line for U.S. Bank Equipment Finance (LESSOR) with fields for SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGES 2 AND 3 ATTACHED HERETO.

Signature line for CUSTOMER with fields for SIGNATURE, TITLE, and DATED.

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Signature line for CUSTOMER with fields for SIGNATURE, TITLE, and ACCEPTANCE DATE.

**TERMS AND CONDITIONS (Continued on Page 3)**

**1. AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

**2. REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for your essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**3. INITIAL TERM AND RENEWAL TERM(S):** The term of this Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate this Agreement under paragraph 6 as of the end of any fiscal year, this Agreement will be deemed automatically renewed for the next succeeding renewal term. An election by you to terminate this Agreement under paragraph 6 is not a default. Notwithstanding anything herein to the contrary, if we cancel this Agreement following a default by you, we may require that you pay the unpaid balance of Payments under this Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**4. SUPPLEMENTS; SEPARATE FINANCINGS:** To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under this Agreement, such Supplement, as it incorporates the terms and conditions of this Agreement, shall be a separate financing distinct from this Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to this Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in this Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

**5. OWNERSHIP; PAYMENTS; TAXES AND FEES:** Except as expressly stated herein, we own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. Subject to paragraph 6, you will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

**6. NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

**7. EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims other than liens and claims under this Agreement; and (iii) at your address shown on page 1 of this Agreement, and you agree not to move the Equipment unless we agree in writing. To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) to show our interest.

**8. INSURANCE; COLLATERAL PROTECTION; RISK OF LOSS; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and 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 PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. As between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. 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 a Loss.

**9. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**10. DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any enforcement of our rights under this Agreement after a default by you, you agree to pay our costs and expenses, including reasonable attorneys' fees and collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. 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. In the event that legal proceedings relating to this Agreement (other than our enforcement of this Agreement after a default by you) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the non-prevailing party on demand of the prevailing party.

**11. INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof, including the appropriation of funds to pay amounts due under this Agreement. This may include compiled, reviewed or audited annual financial statements within 120 days after your fiscal year end, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

**12. END OF TERM:** Unless the purchase option is \$1.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

**13. MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we 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 and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance. Any provision in this Agreement requiring you to pay amounts due under this Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew this Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

**14. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

**15. LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the state in which you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**





## Service Agreement

Order #: 7609	Order Date: 06/04/2024	Sales Representative: Gary Hackett
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Installed At	
Customer #: RKS44	
Stillwater Public Schools Board Of Education	
314 S Lewis St	
Stillwater, OK 74074-3500	
Contact:	Bryan Bloomer
Phone:	(405) 707-5001
Email:	bbloomer@stillwaterschools.com

Bill To	
Customer #: RKS44	
Stillwater Public Schools Board Of Education	
314 S Lewis St	
Stillwater, OK 74074-3500	
Contact:	Accounts Payable
Phone:	(405) 533-6300
Email:	billing@stillwaterschools.com

**Installation and Service Agreement Terms** Must be **initialed** by Client in the block to the left of the agreement terms.

**TotalCare Coverage - Includes Parts, Labor, Travel & Toner. Excludes Paper, Staples & Third-party Accessories.**

Service Payment	Billing Cycle	Overage Billing Cycle
\$0.00	Quarterly	Quarterly

Brand / Model	Serial #	EQID #	Base Price (plus tax)	Beginning Meter		Images Included		Overages Billed	
				B&W	Color	B&W	Color	B&W	Color
Kyocera TASKalfa 6004i(30)								0.0067	
Kyocera TASKalfa 6054ci(18)								0.0067	See Tiers
Kyocera TASKalfa 6054ci Tier 1 Color (6% Fill or Less)									\$ .0135
Kyocera TASKalfa 6054ci Tier 2 Color (6.01% to 10.50% Fill)									\$ .0198
Kyocera TASKalfa 6054ci Tier 3 Color (10.51% and Above Fill)									\$ .0344

**Note:**

CLIENT Approval	
<b>Subject to Service Agreement Terms &amp; Conditions</b>	
By:	_____
	Duly Authorized Signature
Printed:	_____
Title:	_____
Date:	_____ P.O. # _____

COMPANY Approval	
By:	_____
	Duly Authorized Signature
Printed:	Gene Daniel
Title:	Service Manager
Date:	06/04/2024

**ANY MODIFICATION TO THIS AGREEMENT MUST BE MADE IN WRITING & APPROVED BY THE CLIENT & A COMPANY SERVICE MANAGER**

<b>For Internal Use:</b>	Tech # _____	Territory # _____
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# SERVICE AGREEMENT TERMS & CONDITIONS

- 1. AGREEMENT:** You appoint us and we accept the appointment to provide the services described in this agreement with respect to the equipment listed on the face of this agreement under "Brand / Model" (the "Equipment"). You agree to all of the terms and conditions included herein and in any invoices that we send you under this agreement, which together are a complete statement of the parties' agreement regarding the Equipment (the "Agreement"). This Agreement will become effective upon signing by the parties.
- 2. TERM:** The term of this Agreement begins on the latter of (i) the date of Equipment delivery to you, or (ii) the date that you sign this Agreement, and continues for 1 year. Upon expiration of any term, this Agreement will automatically renew for an additional 1 year term at prevailing rates in effect at the time of each renewal unless either party provides written notice of termination to the other party at least 30 days before the end of any such term. In the event of termination, you are responsible for providing us a final meter reading so we may issue a final invoice for services. If you do not provide us a final meter reading, you agree to accept our estimate based on your typical usage over the previous six (6) months.
- 3. YOUR OBLIGATIONS:** You agree to maintain the Equipment in a safe, suitable operating environment to include (a) clean, consistent and appropriate power; (b) temperature between 60 & 90 degrees Fahrenheit; (c) relative humidity between 50% & 80%; and (d) a reasonable amount of space for us to make any necessary inspections or repairs. You agree to maintain these conditions at your expense. You agree to (a) allow us access to the Equipment during our normal business hours, 8 am to 5 pm, Monday through Friday, excluding holidays ("Normal Business Hours"); (b) provide accurate Equipment meter readings when requested by us; and (c) to pay us for all services provided under this Agreement.
- 4. EQUIPMENT INSPECTION:** We are responsible for inspecting each item of Equipment within 30 days of assuming service responsibility. If the inspection reveals that any item of Equipment is not in safe or normal operating condition, we will notify you within the next 30 days (or such shorter period as is necessary to avoid material risk of personal injury or property damage), and you will be responsible for bringing that item into safe and normal operating condition. If you request us to do so, we will make necessary repairs in accordance with our standard rates then in effect for such service. We will not be required to provide maintenance services for any item of Equipment that you do not maintain in a safe and normal operating condition.
- 5. GENERAL MAINTENANCE:** If you selected the General Maintenance Plan, we will provide parts, labor, preventative maintenance & travel during our Normal Business Hours. General Maintenance does not include toner, image and fusing kits, paper or staples. If, in our reasonable discretion, the Equipment needs chronic, excessive repair ("Nonconforming Equipment"), we will notify you and we will no longer be responsible for service under this Agreement.
- 6. TOTALCARE COVERAGE:** If you selected the TotalCare Plan, you will receive the General Maintenance services plus a reasonable supply of toner (based on your typical monthly copy volume & manufacturer's projected toner yield). You are responsible for purchasing your own paper and staples. Upon request, we will ship you toner in quantities consistent with your actual use. All toner remains our property until used in the Equipment. If we determine in our reasonable discretion that you have requested an excessive amount of toner, we reserve the right to reduce the amount to be shipped or to charge you for the excess toner, in which case you agree to pay us for the excess toner at our normal retail price. Upon termination of this Agreement, you agree to return unused toner or to pay us for it at our normal retail price.
- 7. CONNECTIVITY & LINE FILTER:** If you selected the Annual Connectivity Option, we will provide 1 year of Connectivity Support beyond the initial installation. Annual Connectivity Support includes installation and configuration of workstations or servers for print / scan / fax software, reinstallation, troubleshooting of compatibility issues, and end user training. Annual Connectivity Support does not include any network transport media issues, server or workstation operating system configuration or modification, custom integration with any third party software or hardware, or support for any workstation not physically located at your site. If you purchased a Line Filter, your rights and remedies relating to your use of the Line Filter are provided by the manufacturer's warranty.
- 8. CHARGES:** We will invoice you in advance on a periodic basis for the amount listed on the face of this Agreement under "Base Price", and in arrears for any Black & White or Color images that exceed the number of images included, if any, in the Base Price, at the "per image" rate specified under "Overage". For purposes of this Agreement, 2-sided images and/or images on paper larger than legal size (8.5" X 14") will count as two images. Charges for maintenance services not covered by this Agreement will be invoiced at our standard parts and labor rates in effect at the time the service is performed. Images made on loaner equipment will be charged at the rate listed on the face of this Agreement. Sales Tax: You agree to pay sales tax on service billings as required by Oklahoma law. Freight: You agree to pay freight for supplies provided to you under a TotalCare Plan at a rate equal to 3% of the sum of the Base and Overage amounts invoiced. If you have any delinquent invoices for products or services that we sell or lease to you, we may refuse to provide service to you and/or terminate this Agreement and any other Agreement that we have with you. You agree to pay us all costs of collection, including reasonable attorneys' fees. Delinquent invoices will bear interest at the rate of 1.5% per month until paid.
- 9. SERVICE EXCLUSIONS:** We may decline to provide maintenance services with respect to the following: (a) any service for Equipment not identified on the face of this Agreement under "Brand / Model" or not subsequently approved by us in writing for coverage under this Agreement; (b) any Nonconforming Equipment; (c) any maintenance or repair service to be provided by you; (d) Equipment that you have moved to a location deemed unreasonable by us; (e) any service or downtime caused by (i) a condition that was triggered or subject to a product recall, (ii) a design, specification or instruction provided by you or your representative, (iii) your failure to fulfill your responsibilities under this Agreement, (iv) the failure of anyone other than us to comply with our written instructions or recommendations, (v) your combining the Equipment with any incompatible item, (vi) any alteration or improper storage, handling, use or maintenance of any part of the Equipment by anyone other than us, (vii) design or manufacturing defects in any items, (viii) anything external to the Equipment not being serviced by us including, without limitation, a building or structural deficiency, power surge, fluctuation or failure, and air conditioning failure, or (ix) anything beyond our reasonable control other than service necessitated by normal Equipment usage.
- 10. DEFAULT & REMEDIES:** If you default in the performance of any of your obligations under this Agreement or any other agreement with us, we may (a) enforce this Agreement, (b) recover damages for the default, and (c) exercise any other remedy available to us. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorneys' fees and actual costs and expenses of collection. You agree that any delay or failure by us to enforce our rights under this Agreement does not prevent us from enforcing our rights at a later time. No remedy set out in this paragraph is intended to be exclusive. Each remedy will be cumulative but only to the extent necessary for us to recover from you what you owe us.
- 11. DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY: WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR RELATED TO THE LINE FILTER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY DEFAULT BY US.**
- 12. THIRD PARTY SOFTWARE:** Despite any other terms and conditions of the Agreement, you agree that this Agreement does not provide service for any third party software that may be delivered with or installed on the Equipment. You agree that your use of such third party software is governed by the terms and conditions of the end user license agreement for the third party software.
- 13. ASSIGNMENT:** You will not assign any of your rights or obligations under this Agreement without our prior written consent, which will not be unreasonably withheld. We may assign our rights and obligations under this Agreement without obtaining your permission. This Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of the parties. This Agreement, together with any invoices we send you, constitutes the entire Agreement of the parties with respect to its subject matter. This Agreement supersedes any and all other agreements, either oral or written, between the parties regarding the subject matter of this Agreement.
- 14. CONSENT TO LAW, JURISDICTION & VENUE:** This Agreement, including amendments and related invoices, will be governed by and construed in accordance with Oklahoma law, without giving effect to any principle of conflicts of law or choice of law. The parties agree that the venue for any legal action arising out of this Agreement will be in Oklahoma County, Oklahoma. If any provision of this Agreement is declared unenforceable, the other provisions herein will remain in effect.
- 15. DISPUTE RESOLUTION:** Either party will have the right to cause any dispute between us to be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or the rules of such other recognized third party as the parties may agree. The decision to refer a dispute to arbitration will not preclude either of us from seeking appropriate injunctive relief in court if necessary to prevent irreparable harm. The prevailing party in any legal or arbitration proceeding will be entitled to recover all of its costs and expenses, including reasonable attorneys' fees.

Client Initials:

Date:



