

APPLICATION NO.

AGREEMENT NO.

### QUICK AGREEMENT

The words "Lessee", "you" and "your" refer to **Customer**. The words "Lessor", "we", "us" and "our" refer to **PERRY proTECH, Inc.**

### CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Ridgedale Local School District			3105 Hillman Ford Rd	
CITY	STATE	ZIP	PHONE	FAX
Morral	OH	433379302	740-382-6065	740-383-6538
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Ridgedale Local Schools -Jr./Sr. High Sch, 3165 Hillman Ford Rd Morral OH 433379302

### EQUIPMENT DESCRIPTION

☒ See the attached Schedule "A" ☐ See the attached Billing Schedule

### TERM AND PAYMENT INFORMATION

Term **60** months **60** Payments\* of \$ **1179.54**  
Payment includes **0** B&W clicks per month Overages billed **monthly** at \$ **.0039** per B&W click\* Locked  
Payment includes **0** Color clicks per month Overages billed **monthly** at \$ **.039** per Color click\* Locked

By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

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

\* plus applicable taxes, fees, charges and other amounts due under this Agreement. If you are exempt from sales tax, attach your certificate.

### END OF TERM OPTIONS

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

**Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE, AND CANNOT BE CANCELED OR TERMINATED.**

### LESSOR ACCEPTANCE

**PERRY proTECH, Inc.**

LESSOR SIGNATURE TITLE DATED

### CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOFF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO. UPON YOU SIGNING BELOW, YOUR PROMISES IN THIS AGREEMENT WILL BE IRREVOCABLE AND UNCONDITIONAL IN ALL RESPECTS.

**Ridgedale Local School District**

FULL LEGAL NAME OF CUSTOMER (as referenced above) SIGNATURE DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

### TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, 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 ("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 represent and warrant that you will use the Equipment for business purposes only. 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 leasing of 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. If maintenance and supplies are not included, 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. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. 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.

3. **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; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

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**4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; 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, to do so as provided in either (A) or (B) below, 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 place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (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 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.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. 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.

**5. 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. 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 permitted successors and assigns.

**6. DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. 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 dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any 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.

**7. 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 (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, 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. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

**8. END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. 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.**

**9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** 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 customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

**10. 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 intent 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.

**11. 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.**

**12. LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business 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.**

**13. MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer unless otherwise agreed to ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of clicks/prints shown on page 1 for each applicable click/print type. Regardless of the number of clicks/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You can submit your meter readings through the web at <http://perryprotech.com> or by fax at 419-224-8128. If you fail to provide meter readings in a timely fashion, Supplier, at its discretion, may estimate all necessary meter readings. If meter readings are estimated and rebilling for actual meter reads is requested by you, you may be assessed an administrative fee for each meter affected. Meter readings may be obtained remotely under certain circumstances and you consent to Supplier's ability to obtain remote meter readings. You agree to pay the applicable overage charge for each metered click/print that exceeds the applicable minimum number of clicks/prints. Clicks/prints made on equipment marked as not financed under this Agreement will be included in determining your click/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. 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.

APPLICATION NO.

AGREEMENT NO.

**QUICK AGREEMENT**

**SCHEDULE A**

This Schedule "A" is to be attached to and become part of the above referenced Agreement by and between the undersigned and **PERRY proTECH, Inc.**

**EQUIPMENT DESCRIPTION**

<b>MAKE / MODEL / ACCESSORIES</b>	<b>SERIAL NO.</b>	<b>STARTING METER</b>	<b>NOT FINANCED UNDER THIS AGREEMENT</b>
Konica / <b>AA7P011</b> / bizhub C550i Printer/Copier/Scanner			<input type="checkbox"/>
Konica / <b>AA7P011</b> / bizhub C550i Printer/Copier/Scanner			<input type="checkbox"/>
Konica / <b>AA7N011</b> / bizhub C650i Printer/Copier/Scanner			<input type="checkbox"/>
Konica / <b>AA7N011</b> / bizhub C650i Printer/Copier/Scanner			<input type="checkbox"/>
Konica / <b>AA7N011</b> / bizhub C650i Printer/Copier/Scanner			<input type="checkbox"/>
Konica / <b>AA7N011</b> / bizhub C650i Printer/Copier/Scanner			<input type="checkbox"/>
Konica / <b>AA7N011</b> / bizhub C650i Printer/Copier/Scanner			<input type="checkbox"/>
Konica / <b>AA7N011</b> / bizhub C650i Printer/Copier/Scanner			<input type="checkbox"/>

**CUSTOMER ACCEPTANCE**

This Schedule "A" is hereby verified as correct by the undersigned Customer.

**Ridgedale Local School District**



CUSTOMER

SIGNATURE

TITLE

DATED



# STATE AND LOCAL GOVERNMENT ADDENDUM

## AGREEMENT # 2782694

Addendum to Agreement # 2782694 and any future supplements/schedules thereto, between RIDGEDALE LOCAL SCHOOL DISTRICT, as Customer ("Customer") and PERRY PRO TECH, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

**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 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.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the 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 the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the 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.

**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.

**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 the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the 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 the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the 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.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, 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."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where 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."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that 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."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, 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."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "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."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "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) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "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."

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

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

**3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement; provided, however, that if you are a political subdivision of any of the States of Colorado, Georgia, Louisiana, Minnesota, Ohio or Oklahoma, and if your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

**4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:**

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. **IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. 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, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.**

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you

irrevocably consent to such termination of the Financed Items by Supplier; and, (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

**5. If you are a political subdivision of the State of Arizona, the following applies:** We understand that you may cancel the Agreement within three years after the start date of the Agreement if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on your behalf becomes, during the term of the Agreement, our employee or agent or becomes, during the term of the Agreement, a consultant to us with respect to the subject matter of the Agreement.

**6. If you are a school district in the State of California and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** You will be deemed to have acquired title to the Equipment from the Supplier on the date we pay for it, and you hereby sell, transfer and convey the Equipment to us on that date. You represent to us that the resolution of your governing body authorizing the execution and delivery of the Agreement contained a finding that the Equipment is a major item of equipment or data processing equipment and that the sale and leaseback of the Equipment was the most economical means of providing the Equipment to you.

**7. If you are a political subdivision of the State of Florida, the following applies:** We agree that there is no intention to create under the Agreement a right in us to dispossess you involuntarily of your interests in or the right of use of the Equipment. We hereby irrevocably waive any right to specific performance of your covenant to return possession of the Equipment to us if you default or exercise your right not to appropriate funds to make Payments. We acknowledge that Payments may not be payable from ad valorem taxes, and in no event may we compel the use of ad valorem taxing power for you to make Payments.

If the end-of-term option for the Agreement is the purchase of all Equipment for \$1.00 or \$101.00, you agree that you will give all notices and file all reports with the State Division of Finance as may be required in connection with the Agreement by Florida Statutes Annotated Section 218.38 and the rules adopted thereunder.

**8. If you are a county of the State of Florida and your end-of term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** If the term of the Agreement exceeds five (5) years, you represent and covenant to us that Payments will be paid from sources other than ad valorem taxes, and that the Agreement has been approved by our Board of County Commissioners.

**9. If you are a political subdivision in the State of Georgia, the following applies:** You represent to us that your acquisition or lease (or other financing) of the Equipment has not been the subject of a referendum or a proposed issuance of bonded debt which failed to receive the approval of your voters within the four calendar years immediately preceding the start date of the Agreement.

**10. If you are a school district in the State of Georgia, the following applies:** The term of the Agreement will consist of an original term, which will commence on the date we pay the Supplier and will continue through the end of the then-current calendar year, and a series of renewal terms, each having a duration of one calendar year. You will have the right to terminate the Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of each calendar year, and at the end of each fiscal year, if sufficient funds are not appropriated for such fiscal year or calendar year to make Payments. If you do not exercise your right to terminate this Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of any calendar year or fiscal year, the Agreement will be deemed to have been automatically renewed for the next calendar year or fiscal year, as applicable.

**11. If you are a political subdivision of the State of Idaho, the following applies:** If you are required under the Agreement to make any payments to us (other than a Payment) during any fiscal year during the term of the Agreement in the event of (a) a late payment charge for Payments, (b) an advance by us which you are required to repay, (c) an indemnity payment you owe to us, or (d) any other additional payment obligation you owe to us under the Agreement (collectively, the "Additional Payments"), the Additional Payments shall be payable solely from legally appropriated funds available for such fiscal year ("Available Funds"). To the extent Available Funds are not available for such fiscal year for payment of the Additional Payments, then the Additional Payments shall be subject to appropriation for the following fiscal year, or the fiscal year following the final fiscal year of the term of the Agreement, if the Additional Payment was incurred in the final fiscal year of the term of this Agreement. Failure to so appropriate the Additional Payments for the following fiscal year in each such case shall be a non-appropriation described in the Non-Appropriation or Renewal paragraph of the Agreement, providing the remedies to us for such an event in said paragraph. You will

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

## Maintenance Agreement Terms & Conditions

1. General Scope of Coverage. This agreement covers both the labor and the parts (excluding parts listed as consumables below on Non-TUF agreements) for maintenance as necessitated by the normal use of the equipment. Damages to the equipment caused by accident, neglect, misuse, altering of equipment, unfavorable or adverse environmental conditions, electric current fluctuations, work performed by other than PERRY proTECH, Inc. personnel, or any force of nature, or any other cause out of PERRY proTECH, Inc. control are not covered.
2. For the purposes of this agreement the definition of a "click" is the output of a single side of media less than or equal to 8.5" x 11" unless it is on a "Wide Format" device where it is defined as 1 square foot of paper passed. The definition of a "scan" is the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device. Manufacturers published yields are based on 6% page coverage of toner to page ratio for black and white and 20% page coverage of toner to page ratio for full color.
3. Service calls under this agreement will be made under normal business hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding PERRY proTECH, Inc. observed holidays. PERRY proTECH, Inc. shall not be liable for non-performance or a delay in performance of its obligations under this agreement if due to force majeure or contingencies or causes beyond the reasonable control of PERRY proTECH, Inc. or its suppliers. All other service calls will be charged for portal to portal at the overtime rates in effect at the time the service call is made.
4. This maintenance agreement shall be invoiced for and commence upon the effective date shown on the reverse side and shall continue for one full year and for any overage charges listed on the reverse side of this agreement. This Agreement shall be automatically renewed for successive similar periods, unless either party gives written notice to the other party ninety days in advance of the expiration date of its intention to cancel this agreement. The terms and conditions will be those in effect at the time of renewal. The PERRY proTECH, Inc. may impose a surcharge in the event of any increase exceeding ten (10%) percent in the cost of fuel, utilities, parts, and/or supplies. All supplies remain the property of PERRY proTECH, Inc. until installation in a machine. In the case of cancellation, for any reason, the customer agrees to return, or pay for, all unused supplies covered under this agreement to PERRY proTECH, Inc.. Base and overage rates may be increased at the time of each renewal. In the case of leased equipment the minimum monthly lease payment shall not include a maintenance component, and as such, PERRY proTECH, Inc. shall not be obligated to maintain the equipment as part of the lease agreement. Instead, you agree that by the inclusion of this document, you and PERRY proTECH, Inc. have entered into a separate and distinct maintenance agreement, which shall be in effect for the same period as the lease agreement, including any failure on your part to make payments as they become due, shall constitute a breach of both.
5. Customer is required to submit monthly meter readings to PERRY proTECH, Inc.. You can submit your meter readings through the web at <http://perryprotech.com> or by fax at 419-224-8128. For networked machines, PERRY proTECH, Inc. will provide "PrintSentry" software to automatically report meter readings. ALL METER OVERAGES ARE DUE PERRY proTECH, Inc. WHEN BILLED. If the customer fails to provide meter readings in a timely fashion, PERRY proTECH, Inc., at its discretion, will estimate all necessary meter readings. If the customer disputes invoices generated from estimated reads and rebilling is required, the customer will be assessed an administrative fee for each meter affected. Customer authorizes remote access for meter reads and diagnostics throughout this agreement.
6. Equipment covered under this agreement must be in good condition before it can be accepted for maintenance. Customer agrees to pay for a preventative maintenance check and for all parts and labor required to bring the equipment up to PERRY proTECH, Inc. and manufacturer's specifications.
7. Customer must supply a reasonable working atmosphere for servicing the equipment, i.e. access to all sides of the equipment or a movable stand to facilitate handling and provide suitable electrical service in accordance with U/L and manufacturer's requirements. The customer also agrees to make available and designate a suitable person for key-operator training on the equipment.
8. The equipment is designed to give excellent performance with PERRY proTECH, Inc. provided supplies and with papers that meet the manufacturer's specifications. PERRY proTECH, Inc. will limit customer on hand stock to 30 days. If the customer uses other than PERRY proTECH, Inc. provided supplies or papers that do not meet the manufacturer's specifications for the equipment, and if such supplies or papers are defective or are not acceptable for use in the equipment, and cause poor image quality, frequent service calls or service problems, then PERRY proTECH, Inc. may at its option, terminate this agreement or adjust the rate(s) of this agreement. In the event of termination, the unused portion of the maintenance charge will be refunded and the customer will be offered service on a "Per Call" basis at published rates.
9. Under the Total User Freedom (T.U.F.) coverage, PERRY proTECH, Inc. agrees to provide toner in sufficient quantity as it relates to the customer's usage, and the manufacturers published yields which are based on 6% coverage black & white and 20% coverage full color. In the event that the customer's actual toner usage exceeds the manufacturer's published expected usage, PERRY proTECH, Inc. reserves the right to remedy this variance by either limiting the amount of toner provided or adjusting the rate(s) of this agreement or invoicing the customer for excess toner usage. PERRY proTECH, Inc. reserves the right to charge a fee to cover supply delivery and service fuel costs.
10. The PERRY proTECH, Inc. must approve, in advance, any change in location of the equipment within the facility or to another facility. If the equipment is moved to a new service zone, customer agrees to pay the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rated basis. If the equipment is moved beyond PERRY proTECH, Inc. service territory, then PERRY proTECH, Inc. may, at its option, terminate this agreement.
11. The removal, moving and installation of equipment are not covered under this agreement. Any movement of equipment by the customer resulting in the need for PERRY proTECH, Inc. to make configuration adjustments or other network services to restore functional capabilities will be billed at the current network service rates.
12. In the event PERRY proTECH, Inc. is unable to obtain repair or replacement parts due to the discontinuation of such parts by the manufacturer and is unable to affect repairs to the equipment, PERRY proTECH, Inc. will credit the unused portion of maintenance charges to the customer's account. Any such credit balance must be used toward future purchases with PERRY proTECH, Inc..
13. PERRY proTECH, Inc. reserves the right to withhold service in the event the customer's overall account balance is delinquent based on PERRY proTECH, Inc.'s payment terms on any Agreement between the Parties in effect at that time. PERRY proTECH, Inc. payment terms are Net 30 Days.
14. Changes in the operating environment, (including but not limited to changes to operating systems, network software, software application changes, and hardware or software upgrades, etc.) may result in the need for configuration adjustments or other network services to restore functional capabilities. Such services shall be at PERRY proTECH, Inc.'s published network service rate.
15. For color systems, color calibration from the customer's computer is not covered under this agreement. Calibration shall be billed at PERRY proTECH, Inc.'s published network service rates.
16. The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any loss data. Under no circumstances shall PERRY proTECH, Inc. be held responsible for any loss of data.
17. Client is solely responsible for the protection of any confidential data or images that are retained on the hard drive or memory. Arrangements for hard drive removal/return, National Security Agency (NSA) sanitation or waiver of service will be agreed upon prior to the device being removed from client's property by PERRY proTECH, Inc.. Client acknowledges removal and sanitation options presented and releases PERRY proTECH, Inc. of all responsibility and liability related to client data or images retained.
18. Other than the obligations set forth herein, PERRY proTECH, Inc. DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. PERRY proTECH, Inc. SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.
19. This Maintenance Agreement or any portion is non-cancelable and non-refundable except as specifically stated in the foregoing statements.
20. CONSUMABLES

Micro Fiche/Film Equipment - Lamps, Glass Flats, Toner, Photoreceptors, Ink Roller, Imprint Plates, Paper  
Postage Equipment - Ink, Ink Rollers, Brushes, Ribbons Ad Plates  
Digital Duplicators - Masters, Ink, Ink Drum, Paper  
Facsimile Equipment - Cartridges and/or Photoreceptor Units, Toner, Developer Kits, Paper  
Copiers - Toners, Developers, Photoreceptors, Filters, Cleaning Rollers, PM Kits, Total Copy Kits, Drum Kits, Oil Pads, Oil Rollers, Cleaning Webs, Maintenance Kits, Fuser Oil, Cassettes, Trays, Paper, Staples  
Imaging Equipment - Media  
Printers - Customer Replaceable Units (CRU), Paper, Toner  
Wide Format - Toner, Paper

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





## REQUEST FOR CERTIFICATE OF INSURANCE (EQUIPMENT)

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO ITS INSURERS.

\*\*\*\* PLEASE FILL IN YOUR INSURANCE INFORMATION \*\*\*\*

Insurable Value: \$70,772.40

TO: Customer's Insurance Agent

Description of Item(s) to be insured: (2) Konica C550I  
(5) Konica C650I

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

We have entered into an Agreement with Ridgedale Local Schools for item(s) described above. This is a "NET" Agreement and are responsible for the insurance. The insurance policy must be for the full original cost and include a provision for the followir requirement:

1. COMPREHENSIVE GENERAL LIABILITY/PROPERTY DAMAGE COVERAGE:
2. **PLEASE SHOW AS LENDER'S LOSS PAYEE ON THE CERTIFICATE OF INSURANCE:**

U.S. Bank Equipment Finance **AND/OR ITS ASSIGNS**  
1310 Madrid Street  
Marshall, MN 56258

3. Fax a copy of the revised Certificate of Insurance to 866.405.8329, referencing Agreement # \_\_\_\_\_ as soon as possible.

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a bin of insurance to the above named **Lender's Loss Payee** by return mail and replace it with the original insurance policy endorsement within thirty (30) days. Please be sure that the Agreement number referenced above is included somewhere on t documentation package.

Ridgedale Local School District

Customer



Signature

Title

Date

**IMPORTANT: Insurance Agent please send this completed form and COI to: EF Insurance Group either by fax at 866.405.8329 or e-mail them to [ef.insurance.group@onlinecomment.com](mailto:ef.insurance.group@onlinecomment.com)**

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

## EQUIPMENT ORDER CONFIRMATION

Ft. Wayne, Indiana  
Toledo, Ohio  
Marion, Ohio  
Findlay, Ohio  
Mansfield, Ohio  
Dayton, Ohio

Phone: (260) 483-6064  
Phone: (419) 475-9030  
Phone: (740) 382-1770  
Phone: (419) 423-3737  
Phone: (419) 529-8006  
Phone: (937) 438-9442

### CUSTOMER INFORMATION

NAME			STREET ADDRESS	
Ridgedale Local School District			3105 Hillman Ford Rd	
CITY	STATE	ZIP	CONTACT	PHONE
Morral	OH	433379302	Eric Hoffman	740-382-6065

### EQUIPMENT DESCRIPTION

Quantity	Product #	Description	Unit Price	Total
5	AA7N011	bizhub C650i Printer/Copier/Scanner		
2	AA7P011	bizhub C550i Printer/Copier/Scanner		
Contract Used:			Inst / Removal	
			Subtotal	
			Tax	
			Total	

### MAINTENANCE AGREEMENT

G.M.A. Bill To: \_\_\_\_\_ Term: 60 months

Maintenance Base				Click Overages			
Type	Base Charge	Click Allowance		Rate	Meter	Start Date	
Comments							

Customer Acceptance \_\_\_\_\_ Date \_\_\_\_\_ Sales Representative \_\_\_\_\_





STEC-B  
Rev 3/15/04

## Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

**PERRY proTECH, Inc.**

*(vendor's name)*

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

***Purchaser must state a valid reason for claiming exception or exemption.***

Ridgedale Local School District

*Purchaser's name*

3105 Hillman Ford Rd

*Street address*

Morral OH 433379302

*City, state, ZIP code*

*Signature*

*Title*

*Date signed*

*Vendor's license number, if any*

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an ex construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT NO.

Re: Lease Agreement # \_\_\_\_\_, between Ridgedale Local School District, as Customer and PERRY proTECH, Inc., as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of appropriate fund free from any previous encumbrances.

Ridgedale Local School District  
Customer

Signature

Title Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

not be entitled to prepay the Agreement or to exercise your option to purchase the Equipment at the end of the term of the Agreement so long as any Additional Payments are outstanding and unpaid.

**12. If you are a political subdivision of the State of Kansas, the following applies:** We agree that you are obligated only to pay Payments under the Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then-current fiscal year, or funds made available from any lawfully operated revenue producing source. If you are a school district, you represent and warrant to us that your Board of Education, by resolution approved by a majority of members of the Board of Education, has elected to omit the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-146a, as amended, from the Agreement, and such provisions are hereby so omitted; provided, however, that this election does not authorize the omission from the Agreement of the provisions of Kansas Statutes Annotated ("K.S.A.") § 72-1146 (related to indemnification and hold harmless provisions) or § 72-1147 (applicable law shall be Kansas law and applicable courts shall be Kansas courts), as amended. To the extent that the terms of the Agreement is in conflict with the terms of K.S.A. § 72-1146 or K.S.A. § 72-1147, the terms of K.S.A. § 72-1146 and K.S.A. § 72-1147 shall prevail.

**13. If you are a political subdivision of the State of Kentucky and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** You represent to us that you have in connection with the Agreement given all notices to and obtained all consents from the state local debt officer (or in the case of a school district, the chief state school officer) required by applicable law.

**14. If you are a school district of the State of Missouri and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** You represent to us that Payments under the Agreement will be paid from the capital outlay fund, and that sufficient funds necessary to make Payments required under the Agreement have been appropriated to the capital outlay fund for the fiscal year that includes the commencement date of the Agreement.

**15. If you are a political subdivision of the State of Nevada, the following applies:** You represent to us that, to the extent required by applicable law (a) the Agreement has been approved by the Executive Director of the Nevada Tax Commission, (b) the Agreement was approved by resolution of your governing body, and such resolution was approved by two-thirds of the members of such governing body, and (c) the resolution approving the Agreement was in form that complies with Nevada Revised Statutes Section 350.087, including the required findings of fact, and was published in accordance with the requirements of Section 350.087. To the extent required by applicable law, you agree to update your plan for capital improvements in accordance with the requirements of Nevada Revised Statutes Section 350.091.

**16. If you are a school district of the State of New Jersey, the following applies:** You represent to us that (a) you have complied with all rules and regulations of the New Jersey State Board of Education applicable to the leasing of the Financed Items under the Agreement, (b) you have complied with and will continue to comply with all rules and regulations related to New Jersey Statute 18A:18A-4.6, (c) you are not entering into the Agreement to finance maintenance, guarantees, or verification of guarantees of energy conservation measures, and (d) you will not except out the Agreement from any budget or tax levy limitation otherwise provided by law.

**17. If you are a political subdivision of the State of New York, the following applies:** The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account hereof shall be incurred by you beyond the amount of such monies. The Agreement is not your general obligation. Neither your full faith and credit nor your taxing power are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer created any legal or moral obligation to appropriate or make monies available for the purposes of the Agreement.

**18. If you are a political subdivision of the State of Oklahoma, the following applies:** The Agreement will terminate at the end of each fiscal year unless you and we ratify the renewal thereof, and any such termination will be treated as a non-appropriation under the Non-Appropriation or Renewal paragraph of the Agreement.

**19. If you are a political subdivision of the Commonwealth of Pennsylvania, the following applies:** You represent to us that you have complied with the Pennsylvania Local Government Unit Debt Act, Pa. Cons. Stat. tit. 53, Sections 8001 to 8049 (including filing of debt statement and advertisement of proposed financing) in connection with the Agreement.

**20. If you are a political subdivision of the State of South Dakota, the following applies:** You represent to us that the Agreement has been approved by the requisite number of members of your governing body. If you are a school district, you represent and covenant to us that all Payments under the Agreement will be paid from your capital outlay fund and that you have not received any petitions from your voters requesting voter approval of the Agreement, and the time for filing such petitions has expired.

**21. If you are a school district in the State of West Virginia, the following applies:** Any action, suit or proceeding arising out of or relating to the Agreement shall be tried in the West Virginia Court of Claims, and we hereby consent to the jurisdiction and venue in such court. You will have no obligation to pay any taxes associated with the use, ownership or acquisition of the Equipment unless the use, ownership or acquisition of the Equipment is determined by final non-appealable judicial order to be subject to taxation, in which event you shall, to the extent permitted by applicable law, pay such taxes. If you receive notice from any taxing authority alleging that the Equipment is subject to property taxes, you will (a) give prompt written notice to us, (b) contest such allegations by proper proceedings, and (c) to the extent permitted by applicable law, and without prejudice to the position that the Equipment should be exempt from all property taxes, establish reserves for the payment of such taxes as required by general accepted accounting principles. We understand that you do not waive the benefit of any statute of limitations governing the time in which we may bring suit against you under the Agreement. You will not be obligated to pay any attorneys' fees incurred by us in connection with any suit, action, proceeding or other exercise of remedies under the Agreement absent a final, non-appealable order of a court of competent jurisdiction awarding attorneys' fees to us. We agree not to repossess the Equipment following a default or non-appropriation under the Agreement without giving seven (7) days prior written notice to you. Following the repossession or return of the Equipment as a result of a default or non-appropriation, you will have the right to acquire or lease similar property without restriction. We understand that the Agreement is a public record under the West Virginia Freedom of Information Act.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized officer as of the date below.

**PERRY PRO TECH**

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**RIDGEDALE LOCAL SCHOOL DISTRICT**

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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