

## CONTRACT NAME: AGREEMENT BETWEEN RISO PRODUCTS OF SACRAMENTO AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is a lease agreement to provide a Copystar CS8002i, digital copier with stapling finisher and three hole punch unit at Davis Senior High School. The agreement includes service, supplies and maintenance.

FISCAL IMPACT: The term of the lease is five years, starting April 18, 2019. The annual lease and use cost of \$3,702 is included in the yearly approved site budget.



# PRODUCTS OF SACRAMENTO

3304 Monier Circle, Suite 110

Rancho Cordova, CA 95742

## Image Management Contract

No. \_\_\_\_\_

SOLD TO:

Davis Joint Unified School Dist.  
CUSTOMER NAME  
526 B St.  
BILLING ADDRESS  
Davis CA 95616  
CITY STATE ZIP  
(530) 1757-5300  
TELEPHONE  
DANIEL BRAGIN  
ATTENTION

SHIP TO:

Davis Senior High School  
CUSTOMER NAME  
315 W. 14th St.  
SHIPPING ADDRESS  
Davis CA 95616  
CITY STATE ZIP  
(530)  
TELEPHONE  
KEY OPERATOR

ORDER DATE		PO#		ORDERED BY		SOLD BY	
4/5/2019							
QTY	ITEM	TYP	DESCRIPTION			UNIT PRICE	TOTAL
1			COASTAR CS80021 MFP Package Including 270 Sheet Document Feeder, DF-7110 4000 Sheet Finisher PH-7A Hole Punch Unit			\$15,000.00	
			\$285.00 per Month billed through DLL Lease				
Minimum Monthly Payments (plus applicable taxes) \$285.00 Term 60 Months							
Service Commitment		Minimum Number Of Images	Excess Per Image Charge		Billing Cycle	SECURITY DEPOSIT	
B/W Images		No Minimum	.0058		<input type="checkbox"/> Quarterly	SERVICE/SUPPLY TOTAL	
Color Images		N/A	N/A		<input type="checkbox"/> Monthly	MFP NETWORK SERVICE TOTAL	
Scanned Images		0	0		<input type="checkbox"/> Semi-Annually	SUBTOTAL	
Faxed Images		N/A	N/A		<input type="checkbox"/> Annual	DELIVERY	
CONDITIONS OF SALE, CONTINGENCIES OR COMMENTS						NETWORK INSTALLATION	
						POWER FILTER	
						TAXES	
						TOTAL	
						LESS DEPOSIT	
						BALANCE	

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

Customer Authorization

Approved by Riso Products of Sacramento

SIGNATURE

BY

TITLE

DATE

TITLE

DATE

### SERVICE COMMITMENT TERMS AND CONDITIONS

As consideration for Customer's payment as set forth on the front of the Contract, IRISO Products of Sacramento (RPSI) agrees to provide parts and labor service for the equipment purchased or leased hereunder pursuant to the following terms and condition RPSI will provide:

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

Not included in the Service Commitment are paper, staples, and network support. If color toner is included in the Service Commitment, the color toner will be supplied within the cost per copy charge based upon the standard manufacturer's yield. Excess toner will be billed at standard manufacturer's retail price. Service calls by RPSI covered under the Service Commitment will only be made during the hours of 8 a.m. to 4 p.m., Monday through Friday, excluding holidays. Service billed at any other time will be billed at standard overtime rates.

Payment terms are 25% down net invoice ten days, with a 1.5% per month service charge on unpaid amounts. Customer will be in default and subject to termination of services if Customer fails to remit payment within ten (10) days of any due date of any invoice.

Customer agrees to pay RPSI the base and overage charges agreed to on the front of the Contract and agrees that excess images over the allotted base amount during the billing cycle will be billed to Customer at the agreed to rate for overages. Unless otherwise noted, images made on 11" x 17" paper will be counted as two (2) images when calculating charges. If the Service Commitment combines two or more pieces of equipment of different operating costs, RPSI reserves the right to adjust image allocation and pricing to fairly reflect actual usage should the actual usage rate of the equipment vary by more than 10% from the expected usage rates. Service may include reasonable use of Customer's image allotments and materials. Customer's failure to abide by all payment obligations may result in termination of service.

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

### GUARANTEES

RPSI extends to Customer the following express limited guarantees under the Service Commitment.

1. **STANDARD LIMITED WARRANTY:** RPSI warrants New equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables, including, but not limited to photo conductors, heater rollers, fuser, cleaning kits, toner, developer, or paper. For purposes of this paragraph, New equipment shall be defined as equipment with usage up to 5,000 copies. Used equipment will receive a 30-day warranty.
2. **LIFETIME POWER PROTECTION GUARANTEE:** If a RPSI Power Filter is included in the Service Commitment, repairs of damage to covered equipment caused by power surges and/or lightning will be covered.
3. **RESPONSE TIME WARRANTY:** RPSI guarantees four hour average response time for emergency services for equipment that is within fifty miles of RPSI branch offices.

### GENERAL TERMS & CONDITIONS

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

(2) If equipment is delivered to Customer before final payment, Customer shall grant to RPSI a security interest in the equipment and agrees to execute and deliver all documentation necessary to perfect such interest.

(3) If customer defaults in the payment of the purchase price or any other obligation as provided herein, Customer agrees to pay to RPSI a service charge of 1.5% per month and all of RPSI's attorney's fees and collection costs, even if no suit or action is filed.

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

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

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

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



LESSEE	Full Legal Name <b>Davis Joint Unified School District</b>				Phone Number <b>530-757-5300</b>	
	Billing Address <b>526 B St. Davis CA 95616</b>				Purchase Order Requisition Number	
	Equipment Location (if not same as above) City State Zip				Send Invoice to Attention of:	
EQUIPMENT INFORMATION	Equipment Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)	
	<b>Corystar</b>	<b>CS 8002i</b>		<b>1</b>	<b>Digital Copier MFP w/ Staples Finisher</b>	
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Applicable Sales Tax (EQUALS)	Total Lease Payment	Term of Lease in Months	
	<b>60</b>	<b>\$285.00</b>	<b>\$23.51</b>	<b>\$308.51</b>	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	
					End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other	
					End of Lease Purchase Option shall be FMV unless another option is selected.	
					Security Deposit (PLUS)	First Period Payment (PLUS) Other (EQUALS) Total Payment Enclosed
					<b>0</b>	<b>0</b> <b>0</b> <b>0</b> <b>0</b>

## TERMS AND CONDITIONS

1. **Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2. **Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

3. **Equipment Use, Maintenance and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease payments when due.

4. **Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. **Risk of Loss and Insurance:** You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination

of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. **Taxes:** You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

7. **End of Lease:** You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods.

8. **Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. **Miscellaneous:** You agree the Lease is a Finance Lease as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	Title	
	Print Name	
	Legal Name of Corporation	
LESSOR	<b>De Lage Landen Financial Services, Inc.</b>	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (800) 735-3273 • FAX: (800) 776-2329	
	Commencement Date	Lease Number
	Accepted By:	

GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.	
	Signature	Date
	Print Name	
ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature	Date
	Print Name	Title