

**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 two Copystar digital copiers at Holmes Junior High School. The agreement includes service, supplies and maintenance.

FISCAL IMPACT: The term of the lease is five years, starting November 15, 2018. The annual lease and use cost of \$2,876 is included in the approved budget.



PRODUCTS OF SACRAMENTO

3304 Monier Circle, Suite 110

Rancho Cordova, CA 95742

Image Management Contract

No. _____

SOLD TO:

Davis Joint Unified School District

CUSTOMER NAME

526 B. St.

BILLING ADDRESS

Davis

CA

95616

CITY

STATE

ZIP

(530) 757-5300

TELEPHONE

Denise Bogan

ATTENTION

SHIP TO:

Holmes Jr. High

CUSTOMER NAME

1220 Devel Dr.

SHIPPING ADDRESS

Davis

CA

95616

CITY

STATE

ZIP

(530) 757-5445

TELEPHONE

KEY OPERATOR

| | | | | | | | | |
|--|------|--------------------------|--|--|------------|---------------------------|---------------------------------|-------|
| ORDER DATE | | | PO# | | ORDERED BY | | SOLD BY | |
| 9/17/18 | | | | | | | | |
| QTY | ITEM | TYP | DESCRIPTION | | | | UNIT PRICE | TOTAL |
| 2 | | | CopyStar CS6002i MFP Package including | | | | \$99 ⁰⁰ per Machine. | |
| | | | 2-DE7100 Document Feeders, 2-DE-7120 Finishers | | | | per month | |
| | | | 2-AK-731 Attachment Kits, 2 PH-7A Hole punch | | | | plus TAX | |
| | | | 2 STANDS | | | | | |
| | | | \$198 ⁰⁰ per month billed through DLL lease | | | | | |
| Minimum Monthly Payments (plus applicable taxes) <u>198⁰⁰</u> Term <u>60</u> 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 checked="" 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.
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.
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.

GENERAL TERMS & CONDITIONS

(1) Unless provided, the terms of sale are 10 days net. IRPSI 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.

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|--|---|---------------------|---------------|-----------------------|---|---|
| LESSEE | Full Legal Name DAVIS JOINT UNIFIED SCHOOL DISTRICT | | | | Phone Number 5307575300 | |
| | Billing Address 526 B ST, DAVIS, CA, 956163811 | | | | Attention to | |
| | Send Email Invoice To: | | | | Purchase Order Requisition Number | |
| | | | | | | |
| EQUIPMENT | Equipment Make | Model Number | Serial Number | Quantity | Description (Attach separate Schedule A if Necessary) | |
| | Copystar | CS6002L | | 1 | Digital Copier MFP w/stapling Finisher | |
| PAYMENT INFORMATION | Number of Lease Payments | Lease Payment | | Plus Applicable Taxes | Term of Lease in Months | End of Lease Option |
| | 60 | * 198 ⁰⁰ | | Plus Applicable Taxes | 60 | Fair Market Value |
| | | * 198 ⁰⁰ | | Plus Applicable Taxes | | Monthly |
| | | * 198 ⁰⁰ | | Plus Applicable Taxes | | End of Lease Purchase Option shall be FMV unless another option is indicated. |
| | | * 198 ⁰⁰ | | Plus Applicable Taxes | | Monthly |
| | Lease Payment <input type="checkbox"/> includes / <input checked="" type="checkbox"/> does NOT include maintenance/service/supplies [check one] | | | | First Period Payment | Total Payment Enclosed |
| *Lease payment may be adjusted for up front sales tax. | | | | | + | = |

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the above Equipment 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 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Lease term. If a payment is not made when due, you will pay us a late charge of 10% of the payment or \$10, whichever is greater. We will charge you a fee of \$25 for any check that is returned. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM 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. The above Lease Payments do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any Service claims 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 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 insurance against theft and physical damage, 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 taxes (including, without limit, sales, use and personal property) and charges in connection with ownership, lease 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 or unavailability of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

7. End of Lease, Return, Purchase Option, and Renewal: 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. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us.

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 6% 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; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) 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. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

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. 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 (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) 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, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. You authorize us and our agents to contact you about all of your accounts with us in any way, such as calling, texting, or using an automated dialer, at any number or email address you have provided to us, from which you have contacted us, or at which we believe we can reach you, even if you are charged for such contact by a provider.

| | | |
|------------------|---|------------|
| LESSEE SIGNATURE | You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED | |
| | Signature | Date |
| | Title | Print Name |
| | Legal Name of Corporation DAVIS JOINT UNIFIED SCHOOL DISTRICT | |

| | | |
|--------------|--|--------------|
| LESSOR | DE LAGE LANDEN FINANCIAL SERVICES, INC. | |
| | Lease Processing Cnt: 1111 Old Eagle School Road, Wayne, PA 19087-8608 | |
| | Phone: (800) 735-3273 • Fax: (800) 776-2329 | |
| | Commencement Date | Lease Number |
| Accepted By: | | |

| | | | | |
|------------|---|------|------------|-------|
| ACCEPTANCE | The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable. | | | |
| | Signature | Date | Print Name | Title |